



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
JANUARY 27, 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 legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at <https://santafe.primegov.com/public/portal>.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/96515256787?pwd=VktqZzk3Sjd5RHplUEpHWUNpYjE5QT09>. **Passcode: 434212**

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:965 1525 6787 - Passcode: 434121

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**



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Councilor Cassutt-Sanchez

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

Councilor Lindell

4. **INVOCATION**

Councilor Romero-Wirth

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

- a. Special Governing Body Meeting – January 4, 2021
- b. Regular Governing Body Meeting – January 13, 2021

9. **PRESENTATIONS**

- a. Department Update on Phase 1-A Arroyo Chamiso Crossing Study. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

- a. **CONSIDERATION OF RESOLUTION NO. 2021-_____.** (Mayor Webber)
A Resolution in Support of Senate Resolution 372 and House Resolution 835 and in Support of the 30 by 30 Campaign to Protect 30 Percent of Lands and Ocean by 2030. (Neal Denton, Sustainability Planner, nhdenton@santafenm.gov, 955-2229)

COMMITTEE REVIEW

Quality of Life Committee – 01/20/21

Public Works and Utilities Committee – 01/25/21



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- b. Request for Approval of Buckman Direct Diversion Shared Pool Agreement with Santa Fe County. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

- c. Request for Approval of Amendment No. 3 in the Amount of \$570,000 to Original Contract No. 19-0031 for On-Call Construction with GM Emulsion LLC. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

- d. Request for Approval of a Budget Amendment Resolution (BAR) from Cash Balance in Water Enterprise Fund to Fund the GM Emulsion LLC. Amendment No. 3 for On-Call Paving. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

- e. Request for Approval of Wastewater Collections Department Replacement Vehicle in the Total Amount of \$80,859.85 for Crane Assisted Sewer Repairs; Chalmers Ford Commercial Vehicles. (Michael Dozier, Wastewater Director, mldozier@santafenm.gov, 955-4642)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

- f. Request for Approval of a Budget Amendment Resolution (BAR) to Move Funds from the Cash Balance WWMD Enterprise to the Wastewater Collections Vehicles Fund. (5000362.570950) to Purchase Replacement Unit for Fixed Asset No. 52913, 2007 F450 4X4 with Crane. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov, 955-4642)



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COMMITTEE REVIEW:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

- g. Request for Approval of Amendment No. 3 to Mountain River's 4-Year Contract Adding Additional Funding Through June 30, 2021 in the Amount of \$350,000. (Nancy Jimenez Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)
1. Request for Approval of Budget Amendment Resolution to Fund Amendment No. 3 to Mountain River's 4-Year Contract.

COMMITTEE REVIEW:

Public Works and Utilities Committee: 12/14/20

Finance Committee: 01/19/21

- h. Request for Approval of a BAR to Move Funds from the Cash Balance Enterprise Funds: Water Fund 505 in the Amount of \$100,000 and WWMD 500 in the Amount of \$100,000 to the Affordable Housing Trust Fund (2402750.501500) to Reimburse the Developer of the Siler Yard Apartment Community for the Cost of the Water Infrastructure for a Total Amount of \$200,000. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Public Works and Utilities: 12/14/2020

Finance Committee: 01/19/2021

- i. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Garcia, Councilor Vigil-Coppler, and Councilor Romero-Wirth)
A Resolution Re-Establishing the Bicycle and Trail Advisory Committee.
(Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

COMMITTEE REVIEW:

Finance Committee: 01/19/21

Quality of Life Committee: 01/20/21

- j. **Request to Publish Notice of Public Hearing on February 24, 2021.**



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Consideration of Bill No. 2021-__ : An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Various Sections to Insert a Clause Stating that a Person Who Violates a Provision of the Particular Section is Guilty of a Penalty Assessment Misdemeanor; Creating a New Subsection 12-6-12.2A to Establish a Charge for Driving While Intoxicated with a Minor in the Vehicle; Amending Subsection 12-6-12.6 to Remove References to Driving When Privilege to do so Has Been Revoked; Creating a New Subsection 12-6-12.6A to Establish a Charge for Driving While License is Administratively Suspended; Creating a New Subsection 1-6-12.6B to Establish a Charge for Driving When the Privilege to do so Has Been Revoked; Amending Subsection 12-6-13.11 to Establish a Fine for Littering; Amending Subsection 12-10-4.1 to Permit the Use of a Portable Electronic Device to Show Proof of Insurance; Amending Schedule A of the UTO to Add the Fines Associated with the Addition of the Penalty Assessment Misdemeanor Provisions; and Amending Section 24-1.1 SFCC 1987 to Add the UTO as an Exhibit A to the end of Chapter 24, SFCC 1987. (Councilor Rivera) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

COMMITTEE REVIEW:

Finance Committee: 01/19/21

Quality of Life Committee: 01/20/21

Governing Body (Request to Publish): 01/27/21

Governing Body (Public Hearing): 02/24/21

11. **DISCUSSION/ACTION ITEMS**

- a. Request for Approval of a Memorandum of Understanding with the Santa Fe Public Schools, No Financial Responsibility, Volunteer Station Agreement for the Foster Grandparent Program; Santa Fe Public Schools. (Anya Alarid, Interim Program Manager, aalarid@santafenm.gov, 955-4744)
- b. **Request to Publish Notice of Public Hearing on February 24, 2021.**
Consideration of Bill No. 2021-____: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)



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COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

- c. **Request to Publish Notice of Public Hearing on February 24, 2021.**
Consideration of Bill No. 2021-____: An Ordinance Accepting Investment Grade Audit Report and Approving Energy Savings Performance Contract with Yearout Energy Services, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Energy Savings Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera)(Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

- d. **Request to Publish Notice of Public Hearing on February 24, 2021.**
Consideration of Bill No. 2021-____: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

12. **MATTERS FROM THE CITY MANAGER**



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- a. Covid Updates

13. MATTERS FROM THE CITY ATTORNEY

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is a Party, Including a Quarterly Litigation Update and Discussion of a Proposed Amendment to the Settlement Agreement between the City of Santa Fe, Century Bank, Artyard Condominium Association and the Santa Fe Railyard Community Corporation, which Previously Dismissed Case D-101-CV-2016-01773. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

14. EXECUTIVE SESSION ACTION ITEMS

- a. Request for Approval of an Amended Settlement Agreement between the City of Santa Fe, Century Bank, Artyard Condominium Association and the Santa Fe Railyard Community Corporation, Removing Certain Restrictions on Railyard Parcel B-1 in Exchange for a Parking Agreement with the City and an Amended Lease Agreement with the Santa Fe Railyard Community Corporation. (Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

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. Mayor's Youth Advisory Board



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20. **PUBLIC HEARINGS**

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.

SUMMARY INDEX
Governing Body
January 4, 2021

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| 1. Call to Order | Convened at 5:00 p.m. | 1 |
| 2. Pledge of Allegiance | Led by Councilor Abeyta | 1 |
| 3. Salute to the State Flag | Led by Councilor Rivera | 1 |
| 4. Invocation | Led by Councilor Cassutt-Sanchez | 1 |
| 5. Roll Call | Quorum Present | 1-2 |
| 6. Approval of Agenda | Approved as presented | 2 |
| 7. Executive Session | | |
| a) City Clerk Contract Discussion | From 5:09 to 7:42 pm | 2-3 |
| 8. Executive Session Action Items | | |
| a. City Clerk Contract | Approved as amended | 3-18 |
| 9. Adjournment | Adjourned at 10:00 pm | 18 |

**Minutes of the
Special Meeting of the Governing Body
Monday, January 4, 2021
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 Monday, January 4, 2021, at approximately 5:02 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 Cassutt-Sanchez.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Garcia.

Councilor Romero-Wirth remembered Claire Weiner who was a friend and cared deeply about the community's wellbeing. She gave condolences to her family. Her death came too soon.

Mayor Webber noted two more were lost to COVID in our community.

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

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez

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

Members Excused

Other Participants Attending Remotely

Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, Public Engagement Division Director
Bernadette Salazar, Human Resources Director
Geraldyn F. Cardenas, Assistant City Clerk
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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. EXECUTIVE SESSION

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

Ms. McSherry recommended going into executive session to discuss the Mayor's appointment of Ms. Bustos-Mihelcic as City Clerk.

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, 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 Governing Body went into executive session at 5:09 pm.

The executive session ended at 7:42 pm.

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to return to open session, stating for the record that the only matters discussed were those 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 Governing Body returned to open session at 7:46 pm.

8. EXECUTIVE SESSION ACTION ITEMS

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to consent to the appointment of Kristine Bustos-Mihelcic as City Clerk and to approve a contract with her.

Ms. McSherry clarified the item on the agenda was the motion. Councilor Romero-Wirth and Councilor Lindell agreed.

Discussion of the Motion

Councilor Vigil Coppler had several (4-5) amendments to consider.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to amend Item 2-A, to read, "A salary of \$111,320 per annum, effective February 4."

Discussion on the Amendment:

Councilor Vigil Coppler said this amendment would be offering a 15% increase.

Councilor Villarreal noted this change is based on a 15% increase which in the past has been the norm. She asked Director Salazar if that was correct and typical.

Director Salazar explained that the appointed positions don't necessarily fall under the personnel rules and regulations. But usually, when there is a promotion, a 10% salary increase would be given for non-exempt or non-appointed positions.

Mayor Webber asked if there were other comments or questions. He pointed out that, since this was obviously negotiated previously with a different number, if a change was made to the proposed contract, if Ms. Bustos-Mihelcic was willing to accept that salary. She might say yes or might say no. But it deviates from what was previously negotiated. Councilor Villarreal asked a very good question – Is there a norm or standard statistic? He understood there is not a specified percentage as a basis for pay increases but usually was a matter of negotiation and situation, depending on length of time. This one is for one year. And usually shorter contracts would start higher. Situations change, circumstances and other factors weigh in.

Councilor Vigil Coppler clarified that she was not relating this to 15% but felt it is a significant increase over what the former City Clerk was making, who had lots of experience. She was a Certified Municipal Clerk. This amendment is just in comparison to that position and is less than \$4,000 in this contract which was written at \$115,000. It is a significant increase from not only the current salary and certainly more than what the City Clerk was making now. She thought it is a fair amount.

Mayor Webber countered by saying first, that it is not good HR practice to compare apples and successors. It is not the same person, not the same job or circumstance and has little to do with what the former compensations were. It is exactly the average of department heads so it doesn't expand our pay band for managers, and the City will not fill the position she now holds. So there will be salary savings as an offset for what she asked for with significantly increased responsibilities and brings her experience of several years in her previous responsibilities of

constituent services. It is reimagining the clerk positions with innovation of constituent services and Council services into being the important front door of Community Involvement for City government. It is the average for what we pay our department heads and has enormous responsibilities.

Councilor Cassutt-Sanchez asked about the increase over her current salary.

Mayor Webber had not done that calculation.

Director Salazar said she could do that calculation. She clarified that HR has stopped asking applicants about previous salary. It is not a good practice to ask applicants about previous salary. We no longer ask it of recruits.

Councilor Romero-Wirth asked if someone could speak to surrounding regional pay of city clerk's comparisons.

Director Salazar replied that she did reach out to surrounding areas. Santa Fe County Clerk is a salary of \$66,000 per year which was set by statute and the Deputy County Clerk salary is around \$90,000. They usually have one or two deputy clerks. Bernalillo County has a deputy clerk but also a Communications Department and an Office of Community Engagement. We are rolling all of those up into the Clerk's Office. Rio Rancho is \$106,000 for the City Clerk and have a deputy clerk and their office is not responsible for communications. They also have two department managers. The Albuquerque portal was down but in her last research in 2018 the Clerk's salary was \$122,000.

Councilor Romero-Wirth added that we are asking more than the normal responsibilities of a city clerk.

Mayor Webber agreed. The City Clerk's job has changed with no election vote counting or running election reporting which was moved to the County and instead, the Clerk's Office has become a place for a new set of activities of information, access to data and ability to search the web site for committee minutes or Governing Body minutes, contracts, etc. It is the front door to City Government – a place to get answers to questions and still has the requirements in City Code such as reports, notices, agenda, packets, records retention, support for elections and public financing, liquor licenses, and other Council services that help operate day-to-day business of City government. On top of those Code-specified responsibilities, City government is more technologically sophisticated part of the community, such as engaging in public surveys of residents, creating a dashboard for constituents' complaints and concerns of neighborhoods where they can track what they are most concerned about.

It is all work under the Clerk's Office. So it is a different dimension. It is in transition on what is changing with the ERT system and the recognition of technology changes for how the City functions. And with COVID, how essential it is to make user-friendly operations under challenging circumstances. We were able to transition to electronic signatures and move forward and can anticipate more of such technological advances in the Clerk's Office for City workers and for residents.

Councilor Garcia commented that with Mayor Webber having listed off the new responsibilities under restructuring, he asked if we have a City clerk job description for all these duties. The current job description is in Code. If written out, no matter who it is, we can hold them accountable to the duties, but can't without that. Are they written anywhere?

Mayor Webber asked Director Salazar is there was a new job description for the Clerk's position as approved by the Governing Body.

Director Salazar said there is not one with the added duties, but she does have a draft that include them.

Councilor Garcia asked why that was not shared with the Governing Body prior to this meeting. Councilors have requested it. This is something that is critical. He asked why they didn't even have a copy of the draft tonight since it is being voted on and is critical to the nature of this position.

Director Salazar offered to get the draft sent to the Governing Body. She apologized for not doing that sooner.

Mayor Webber observed that we have not had a job description for the City Clerk since he became Mayor. We let the status quo be enough. Now that the Governing Body is looking seriously at changes over time, having more clarity regarding goals of this appointment was a prudent thing to do.

Councilor Garcia thanked him but disagreed. We have had a job description with what was written in City Code and the City Clerk could be held accountable for that. With the additional duties, Councilors don't know what we are agreeing to. When we asked for a job description, we were told there was none. And now we hear there is a draft that was not shared with us. He was highly disappointed to hear that.

He understood the City, when hiring employees, does not look at prior salary ranges but asked if HR considers their experience for the position in determining a salary. He used a hypothetical when hiring an engineer with no experience compared with one who had twenty years' experience and if the City would offer the same salary to each applicant.

Director Salazar explained that many factors go into it. Some of them are the budget, recruitment difficulty, duration if appointed, education and experience.

Councilor Garcia asked again if the City would offer the same salary to one with 20 years' experience vs. one with no experience. Ultimately, he thought the answer was no. He wanted to learn more about how we determine salaries. He wanted to make sure experience played into it. What is proposed now is a 10% increase roughly from what the prior Clerk was making. He thought that was a fair increase but there is no clear description on job duties other than what is written in City Code.

Mayor Webber said it was not fair to say we don't know what the other duties are. He pointed out the Governing Body has talked about them for three hours and he listed them again. He added that in the Code, the description includes "and other such items as may be stipulated." He pointed out there are about 130 disparate mentions of City Clerk and we have not had a job description. There is no description for Mayor or Councilors either. We are serving to the best of our ability for the City.

Councilor Cassutt-Sanchez agreed with Councilor Garcia here. The position has changed and in understanding how that impacts salary, it would be good to have the job description written down. We discussed it but she would like to see a document and had been asking for one for a couple of weeks. She was grateful for Ms. Bustos-Mihelcic bringing bullet points.

She pointed out that we are in the middle of a pandemic with economic impacts unforeseen that often overshadow every conversation we have about City government and this is another piece to consider regarding the salary. She asked if Director Salazar had completed her calculations.

Director Salazar said she believed it is a little over \$111,000.

Councilor Cassutt-Sanchez said it is important for the Governing Body to get the information on paper as we move forward toward the budget making season on how to make these decisions. She requested having that information for making the decision.

Councilor Vigil Coppler repeated that \$111,320 is approximately a 15% increase. It recognizes the increased responsibilities and is \$14,520 more from what this employee is making now. We did not get a résumé and it has already been acknowledged there is no city clerk experience. She believed Ms. Mihelcic will fulfill the terms of the contract and she has lots of help available. But it is still \$11,000 more than the previous City Clerk. Mayor Webber did mention increased duties. But it was also mentioned

there are things that are not part of the Clerk's duties anymore – such as election responsibilities. So a lot of clerk duties are no longer there and kind of evens out in a way.

She pointed out there is a distinction between Constituent Services duties, which are not in the realm of legal responsibilities. Speaking as a former District Court Clerk, if the Clerk messes up on a legal document, it could put the City in a world of issues. Mistakes in this position are more significant.

She indicated there is a City Clerk job description at 218-2-77 in the Code. Evidently, 2018 was when it was developed. She had not read it yet but want to dispel the notion that there is no job description. She recalled, when she was HR Director, the City had a job description for every single position and didn't know why the City would get rid of them all.

Director Salazar asked if it was a resolution. She was not aware of it.

Councilor Vigil Coppler said no. It is the HR format and is in the same place as other job descriptions. It was not an ordinance or a resolution but a bonafide job description and it was not labeled as a draft.

She opined this is a very generous increase for an employee that has all good intentions, and no doubt, ambition, and motivation to make it a success this year. It is a good salary and, outside of City Manager, it is \$111,000 average. That is fair. It sounds like a put down, but it is not.

Councilor Abeyta supported the \$115,000 as Finance Chair. There is no guarantee after December 31. The contract ends mid-year. If it was a multi-year contract, he would look more closely with the \$115,000 contract. We are not filling her current position, so the City will be saving money as a result.

Councilor Rivera asked Ms. McSherry if Ms. Mihelcic would have to approve the salary change and noted she is present.

Ms. McSherry replied that she has no obligation to answer tonight.

Councilor Rivera wanted to ask her if she felt it was fair.

Councilor Romero-Wirth thought that was out of line and inappropriate.

Councilor Rivera accepted that.

Councilor Garcia commented that at the end of the day, we must have her answer that.

Councilor Romero-Wirth agreed but it needs to be in a private setting, and she was not comfortable doing it here in the public environment.

Mayor Webber agreed. It is sensitive to negotiate a salary in public. We should vote and live with whatever fallout comes from it.

No other discussion.

VOTE: The amendment was approved on the following 5-4 Roll Call vote:

For: Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Vigil Coppler, and Councilor Villarreal.

Against: Councilor Romero-Wirth, Councilor Abeyta, Councilor Lindell, Mayor Webber.

The motion was approved 5-4 and the contract would be amended with \$111,320 as the salary.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to amend the motion under Section 2-C to strike the language in its entirety.

Discussion on the Amendment:

Councilor Vigil Coppler said this section is a moot point because the contract cannot be extended, and it would have to be redeveloped.

Ms. McSherry said it is possible to extend the contract before it expires. This was a requested modification and not in the original contract.

Councilor Vigil Coppler asked how it can be extended. Extending it would be binding a future Governing Body.

Ms. McSherry explained that if this Mayor won reelection and wanted to extend it, an amendment could be introduced to extend it.

Councilor Vigil Coppler pointed out that we are in a hearing now and there are too many if's now. There is a term to this contract. Putting increases to the contract length is making it go into the future. She thought Item C is a moot point. The contract is a set amount of time.

Councilor Cassutt-Sanchez observed we have had a lot of discussion on this and on the average department head salary. She was not in favor of this amendment for that reason.

Councilor Vigil Coppler responded on that point that the prior City Clerk did not get increases that were afforded to other employees. That wasn't the philosophy last month.

Mayor Webber noted, to be fair, that other employees with contracts don't have all these provisions.

Councilor Garcia, to clarify for the public, noted Ms. McSherry said the appointee asked for this to be in the contract. This meeting is not the negotiation. But just because she requested it doesn't mean we have to incorporate it. We discuss and either approve or deny. Do we have any other contracts that have a future increase included? Maybe with multi-year contracts. But not for a one-year contract. It could be usable in the future. What is prohibiting us from adding this in the future? Why does it have to be now, or could it wait until negotiation at a future date? This section does nothing for the contract. It does not impact anything. If we withdrew it, we could include it at a future date.

Ms. McSherry said it does add something to the contract. It is a contingency as it provides the Governing Body chance to do extend or not. If the Governing Body allowed it to expire and negotiated a new contract, it would apply.

Councilor Garcia asked if this employee would be entitled to any increase made for other employees.

Mayor Webber pointed out that we are in a legal debate here. What we are attempting in this contract, or others with contracts, are not just the conditions of employment but the philosophy of employment. Section 2-C will not be operative in this year at all. The condition was included out of respect for the individual, the enormity of work to be done and our confidence this person could achieve them. It is a working relationship with someone who has spent 17 years working in city government and has done many of a clerk's duties while working for county government. She is worthy of our respect and confidence whether that is implemented in a year or not. Those signs of respect and investment make City government a place for talented people that many want to work in. But if read only as a narrow compensation clause, you are correct that it won't happen this year.

Councilor Garcia didn't believe it was a context matter. It is forecasting and the contract is for one year. The opportunity for forecasting will occur. He believed he was not being disrespectful. We all highly respect Mr. Bustos-Mihelcic. He asked if we should look at other contracts to add incentives for the future. Not normally. Let's look at the expectations for

this year and at the appropriate time. We can facilitate that. There is no need to add that. It just muddies the water.

Councilor Vigil Coppler explained her point was that it is impossible to implement in this one-year contract. It is a moot point and doesn't apply. Deleting that just makes it a better document and just cleans it up.

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

For: Councilor Garcia, and Councilor Vigil Coppler.

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

Councilor Vigil Coppler said her last amendment was to clarify the term of the contract. It now ends at end of the current administration.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to strike the language in its entirety on page two, #3 – Term, and insert “This agreement shall terminate December 31, 2021.”

Discussion on the Amendment:

Ms. McSherry suggested the Governing Body might want to consider adding “or pursuant to Paragraph Four,” alternate termination. She proposed the addition to the amendment to read “unless otherwise terminated pursuant to Section 4 of this agreement.”

Councilor Vigil Coppler amended her motion and Councilor Villarreal agreed to second her amended motion to read “This agreement shall be terminated on December 31, 2021, unless otherwise terminated by Section 4 of this agreement.”

Councilor Cassutt-Sanchez asked, if for some reason, Mayor Webber decided to move to a tropical island on October 1, whether the contract would still end on December 31.

Ms. McSherry responded that if Councilor Lindell became mayor at his moving away, she could appoint whomever she wanted. The Governing Body cannot take that privilege away. But that situation seems very hypothetical.

Councilor Garcia pointed out that the term of the contract would still expire December 31, no matter who the mayor is.

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.

Further Discussion on the amended original motion:

Councilor Garcia referred to Section 4 – Separation, Part A, and to be fair with other City employees, asked which employees are offered severance. If a park worker is fired, is that employee offered severance?

Director Salazar said the City Clerk, City Manager and City Attorney have severance sections in their contracts. For others, severance does not exist.

Ms. McSherry clarified that the Mayor would not ask a park worker to resign.

Councilor Garcia thought that would not be best practice. But if they are asked to resign or fired, it would mean they were not doing their job, so they should not be offered further compensation. So he asked why the Mayor felt that was best practice.

Mayor Webber added that, notwithstanding the fact that you don't like the answer, it is best practice.

Councilor Garcia said it was not best practice by the Federal Government. The only example given was that it was best practice for Santa Fe County.

Mayor Webber said that is not accurate. There are many examples not only in government but the private sector. It is best practice to provide in this case, three months as part of their compensation. You hypothesized only one reason for firing - for not doing their job. People are fired for all kinds of reasons at the federal government. We watched one on television who was fired for their testimony. It is reprehensible behavior, but it happens in some circumstances. Such decisions are not always based on poor performance. And sometimes not given a chance to state their case.

This part of a contract is more often the rule and not the exception. We are not carving out new territory. Some people in City government here were

offered reversions to their previous job. Three months is far from excessive. We just disagree on this with respect.

Mayor Webber said the City is investing in a management team to grow the capability of this government with competency and respect. Contracts are living documents, agreements between people of good will. This is part of the good will.

Councilor Garcia said he would love to hear of other examples. In his experience, it is pretty rare for severance to be paid out to an employee, and it is a risk taken to accept a political appointment. With At-Will positions, it could be for cause or not. There are other legal means for a cushion besides severance. He didn't believe a golden parachute is a best practice for a political appointment.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler for discussion, to strike Section 4 A on separation.

Discussion on the Amendment:

Councilor Vigil Coppler agreed the City has placed itself in a strange predicament with offering severances or reversion contracts. In her day, the only one who got that was the Police Chief. That was important to the City. Severance pay and reversion contracts deserve more study.

She knew this language was in the previous Clerk's contract and the only problem she had with it now is having it in a one-year contract. She understood Councilor Garcia's point. It is "a whole other animal" this Governing Body is undertaking. She pointed out that the former City Clerk had many years of service and still, the severance was only three months. She would support one month but not three months of a one-year job. This is a big policy issue and needs more study than at this time.

Councilor Villarreal asked how Legal thought about this provision and the issues raised if the Mayor asked for resignation right before the end of his term.

Ms. McSherry said she would need to think about it. It is a possibility, but she would have to look at that circumstance. If that was a concern, the Governing Body could add language prohibiting that being done in that specific period of time.

Councilor Villarreal wished we had it in place, so we didn't have to consider it now. She wanted language to prevent it. It might be whether the Clerk is doing her job and is asked to do something unethical and

refuses. It could go either way. She agreed with Councilor Vigil Coppler that this is a policy issue and not the norm when she started.

Ms. McSherry pointed out there are two sides to that and asked how the Governing Body would assess the sincerity. That is the difficulty here. It is a security offered to the employee. There are no reversionary clauses left after Fire Chief Litzenberg was given that to avoid losing his retirement. It is not part of her contract or Manager LaPan Hill's contract.

Councilor Rivera asked Ms. McSherry if the Deputy Chief's contract has reversionary language.

Ms. McSherry was not aware of it. It was not her understanding.

Director Salazar was unaware of it.

Councilor Rivera noted it has been traditional to have one for the deputy chiefs. Some of this language may be dependent on whether Mr. Mihelcic accepts the salary amendment. He was struggling with that to know if it would be acceptable to her.

Ms. McSherry clarified that the salary could be set by the Mayor if it was not before the Governing Body.

Councilor Vigil Coppler was curious about that. If there was no contract, it would be a loophole for Mayor Webber to be able to offer what he wanted to offer for salary. The other contracts were for four years, not one year. She considered it illogical.

Ms. McSherry said her own contract was not for four years. Manager LaPan Hill's was for six months and the City Clerk's was for one year.

Councilor Vigil Coppler asked whatever happened to the honor of public service. Everyone knows you don't get paid what you would get from private jobs. We need policy on these items and to examine our at-will employees' compensation. It was an honor for her to work both here for the City and for Los Alamos county. She City salaries are generous and exempt employees get many more benefits than classified employees do.

Mayor Webber agreed that public service is an honor, including all who are on the Council. It is a noble and honorable undertaking. People do it because they believe in our community and our people.

Councilor Garcia didn't disagree that we need to invest in our employees. It is critical. What we disagree on is what we see as investment. That philosophy should also be equitable among all Staff and it was the reason

for his amendment. He understood these three are the only ones with severance. The rest are not treated in the same manner. So why should these political appointees be getting a golden parachute? Appointed people are treated differently and that brings division.

Mayor Webber said there are only three positions in the City Charter treated this way. All other employees are treated differently. The others are not in the same category in the City Charter.

Councilor Garcia felt that was not the best use of taxpayers' dollars and that was not required by the City Charter. He pointed out that could add up to \$100,000. There are other ways to invest in our employees than golden parachutes.

Councilor Garcia thought Councilor Vigil Coppler's one-month severance was good. He suggested adding language to say, "If the person is fired or terminated before November 2, the election day, let them receive their severance, but not if fired after election day when the administration knows they are going out the door."

We are seeing how that works at the national level know. We need to protect our City's investment of taxpayers' dollars. He asked Mayor Webber if that would suffice.

Ms. McSherry asked him to clarify.

He read how it would read – "If a separation occurs upon the Mayor's initiative or if the employee resigned at the request of the Mayor before November 2, ... (the rest would read the same). He believed that way, the City would be protected, and the employee was be protected.

Councilor Romero-Wirth raised a point of order since an amendment was already on the floor. She said the Governing Body needs to deal with his amendment already on the floor first.

Councilor Garcia found that inappropriate when he was just trying to find a solution to the issue that was raised.

Ms. McSherry disagreed that it gave protection to the employee. She believed this would be a separate motion.

Councilor Garcia withdrew his motion in order to make a new amendment

He said his new amendment would introduce the language.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to amend the original motion after the word “Mayor” in the second sentence of Section A, to insert “prior to November second, 2021.”

Discussion on the new Amendment:

Councilor Garcia said this motion would not change the 3-month severance portion.

Mayor Webber clarified that the motion was to insert that date in Section 4 A on the second line.

Councilor Rivera raised issue with Ms. McSherry’s statement that the Mayor can offer what he wants.

Ms. McSherry clarified that the Governing Body is not required to approve the contract, and nothing requires a salary amount be included in a contract, but the appointment must have consent of the Governing Body.

Call for the Question:

Councilor Lindell called the question.

VOTE: The call for the Question 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 amendment was approved 5-4 on the following Roll Call vote:

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

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

Further Discussion on the Amended Motion:

Councilor Rivera asked how the amended motion could be voted on when it has not been accepted by the contractor.

Mayor Webber guessed the Governing Body would vote on it as an offer to her for her acceptance or rejection. The Governing Body decided to change the agreement that was negotiated. The vote would be on the contract we want to offer and another step to present it to Ms. Bustos-Mihelcic for her acceptance or rejection.

Ms. McSherry understood the appointment is dependent on having a contract and if rejected, we would have to come back to the Governing Body with a different one.

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.

Councilor Garcia explained his vote. He hoped Ms. Bustos-Mihelcic would accept the contract as offered. He looked forward to her success if she agrees to the contract and believed she will be a strong City Clerk.

Mayor Webber added his vote of confidence for Ms. Bustos-Mihelcic. He is very happy to have appointed her to this position and she has an outstanding record of public service and we are fortunate to have attracted a person of her character and capability to this job.

He disagreed with some of the amendments. They don't reflect our respect for her, and they diminish the honor of public service by haggling with her over something that was earned by her performance. We are trying to improve performance across the board and increase trust in our City Staff. In our nation, there is an increasing lack of trust in public service.

When it is suggested the Mayor would fire an employee in the last month of his term to financially reward them, it reinforces that cynical view of public service and elected officials.

He believed we are building a fine City government together, and the managers we have now have done an incredible job under COVID and recession. They have held it together and worked tirelessly as a team. The

kind of contracts we offer need to reflect the honor and integrity of Santa Fe. The changes made do not send the right signal either to Ms. Bustos-Mihelcic or to others who try to step up to these critical and, in some ways, thankless jobs. Those actions send signals far beyond a single contract to others.

As we move toward a new budget we look forward to lofty aspirations of our City's government and not to undermine it in any way, shape, or form. "That is my vote."

9. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:00 p.m.

Approved by:

Mayor Alan Webber

ATTESTED TO:

Geralyn F. Cardenas, Assistant City Clerk

Respectfully submitted by:



Carl G. Boaz, Council Stenographer

**GOVERNING BODY MEETING
EXECUTIVE SESSION
January 4, 2021**

The Governing Body of the City of Santa Fe met in an executive session duly called on January 4, 2020 beginning at 5:09m.

The following was discussed:

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

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)
Kristine M. Mihelcic, Constituent Services Director (Attended Virtually) (left at 6:00 p.m.)

There being no further business to discuss, the executive session adjourned at 7:42 p.m.



Geralyn F. Cardenas, Assistant City Clerk

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Governing Body
January 13, 2021

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**Minutes of the
Regular Meeting of the Governing Body
Wednesday, January 13, 2021
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, January 13, 2021, at approximately 4:02 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 Villarreal.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Rivera. He remembered Albert Martínez, Jr. a son of a city employee and sibling of another. He was only 42 years old at his death. Condolences to his family.

Councilor Villarreal remembered George Ancona, who died recently. He was a photographer and writer of children books and gave condolences to his family

Mayor Webber mentioned those who died in the DC insurrection and those who died from COVID.

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

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber

Councilor Roman “Tiger” Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely

Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Bernadette Salazar, Human Resources Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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 Item 10(a).

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the Consent Calendar as amended with Item 10(a) pulled for discussion.

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

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

Against: None.

8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting – December 9, 2020

Councilor Villarreal asked for an addition to her remembrance of Nicole Tipton to say, “She worked for Kitchen Angels and, although she was very sick, she was able to vote on Election Day. She got out in her PJs and drove herself to the polling station to vote.”

There were no other changes requested.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the minutes of December 9, 2020 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.

b. Special Governing Body Meeting – December 16, 2020

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the minutes of the December 16, 2020 special meeting 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. This item was pulled for discussion by Councilor Vigil Coppler.
- 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. 2021-2. (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-Premises Consumption Only and Patio Service to be Located at Cafe Casto, 2811 Cerrillos Road. (Geraldyn 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-Premises Consumption Only and Patio Service to be Located at Cakes Corner Cafe, 228 Old Santa Fe Trail. (Geraldyn 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. (Geraldyn 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 Alcaidesa Street. (Geraldyn F. Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

CONSENT CALENDAR DISCUSSION

This item was pulled for discussion by Councilor Vigil Coppler.

- a. **CONSIDERATION OF RESOLUTION NO. 2021-1.** (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

Councilor Vigil Coppler thanked Councilors who supported her request to change the name of Alto Park. Ron Shirley rose in the ranks from a laborer and a real success story. He rose all the way to become the Parks and Rec Director by simply bettering himself as he went along. He loved his job. His wife Margo and children are watching. He prepared himself and did jobs no one else would do. He always told his Staff he would not ask them to do a job that he would not do, himself. He kept the parks in the best condition and took pride in his work.

She added that Ron Shirley felt the City's youth needed and deserved a safe place to play. He kept the parks up as much as possible. After his retirement, he coached and volunteered in many other ways. He believed if youth were involved in sports, it kept them out of trouble. He was a good part of their success growing up. Naming a park for him made his family elated. This is a family who grew up in Santa Fe. And if there was no COVID, they would be celebrating in the park.

Mayor Webber said the parade in his honor was touching and showed how many lives on which he had a positive impact. This is a good way to honor him. He thanked Councilor Vigil Coppler for championing it.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to approve Resolution 2021-1 as amended with the correct date.

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. CONSIDERATION OF RESOLUTION NO. 2021-3. (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)

Ms. Bustos-Mihelcic read the caption for this item.

Ms. McSherry explained the item. It is an annual requirement of the State. We added one paragraph for what we are doing until June and COVID meeting practices for now while it is impossible to meet in person.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve Resolution No. 2021-3, to rescind the Open Meetings Act Resolution for 2020 and adopt the Annual Notice Requirements for 2021 as published.

Discussion on the Motion:

Councilor Villarreal clarified that this is just procedural that we must rescind the resolution from 2020. She asked if the Governing Body rescinded the previous year's OMA policy every year.

Ms. McSherry explained that rescinding is not required but we wanted to make sure no one needed to look back. Resolutions have no terminus, so this clarifies the new one is actually replacing the 2020-1 Resolution. We are trying to do that whenever it applies. You will see another rescission regarding BTAC.

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. CONSIDERATION OF RESOLUTION NO. 2021-4. (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)

Ms. Bustos-Mihelcic read the caption for this case.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve Resolution No. 2021-4 in support of Legislative appropriations for New Mexico-Grown Fresh Fruits and Vegetables for School and Senior Meals with the amendment.

Discussion on the Motion:

Mr. Rinaldi presented this item. He noted that the Governing Body has supported this resolution for New Mexico-grown fruits and vegetables for school and senior programs each year. The Legislature may find money to support this program this year.

Mayor Webber thought this is very worthy of our support.

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. 2021-5. (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

Ms. Bustos-Mihelcic read the caption for this item/

MOTION: Councilor Villarreal moved, seconded by Councilor Garcia, to approve Resolution No. 2021-5 regarding public use requirements for the Guadalupe Street reconstruction project as presented.

Discussion on the Motion:

Director Wheeler shared information about the project and explained the restrictions imposed during the project.

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 was excused at this time for personal reasons until later in the evening session.

- 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

Director Roach presented the project update, using a slide show of about ten minutes and invited questions as he went through it. He said the presentation was to update the Governing Body on what has transpired in last the few years. Long-Range water planning has been done for the last 30 years. The Santa Fe Basin Study was done in 2015. During that time, we looked at climate change effects and what kind of growth (if any) for the future could be accommodated. We need to avoid shortages in the future. The low hanging fruit is treated effluent.

Mayor Webber asked to clarify if Mr. Roach said this was the first study that factored in climate change.

Mr. Roach agreed. We looked at historical variability to determine the worst drought we could consider and the trend of reduced water available for the future. The follow up on the study was the Water Reuse Feasibility Study. The option from that study was the San Juan-Chama pipeline. About 45%

comes from Buckman Direct Diversion; 33% from the Santa Fe River through Canyon Road and 22% from groundwater. The water at BDD is from Colorado River through tributaries to the San Juan-Chama through Continental Divide. It allows for 5,230 ac/ft but 1/3 is lost to outdoors. The Return Water flow to the Rio Grande is all from BDD. Everything diverted is what we use and provides return flow credits, and the result is that we will release far less water from the reservoir and keep the river whole. We are only diverting SJ-Chama water.

In the 2019 resolution, the Water Division was tasked with a 40-year plan and an 80-year water plan and to investigate implementing a return flow pipeline. The Division proposed a 5-year planning process and has gone through the first round of public input. This year, we hope to determine supply and demand projections for 2022 to determine shortages and 2023 to consider adaptive strategies and then in 2024, the finished plan. When the five-year cycle is completed, we will evaluate for what could be done better and start another 5-year plan. There were 42 people at the two webinars and 18 attended the three virtual breakout sessions. The detail of the plan is on our website.

The Next Steps were displayed and explained. Now, they are ready to issue RFP on those steps and ready to do the NEPA with the Bureau of Reclamation with funding from various sources. A timeline showed the planned steps for the process. Hopefully, by the end of 2022, the permits will be in place and 90% design ready to bid out for construction.

Councilor Villarreal thanked Mr. Roach for presentation. She found the graphics were helpful. She understood there will be public input and in considering the objectives, she asked at what point the City would contact other stakeholders downstream for their irrigation needs.

Mr. Roach said the Division will develop City-specific plans and work with Santa Fe County on the outreach. They will do scenarios on the demand. And consider what it would look like if we had more water. Those questions will determine the Supply/Demand process to consider how to use the system differently for downstream needs.

Councilor Villarreal asked in the process related to the State Engineer permitting process, what opportunity for protests would be allowed during that time

Mr. Marcos Martinez clarified there will be a couple of opportunities for public to raise issues and one is in the State engineer process. Once the City files for the return flow permit, the notice will be published in Albuquerque Journal and Santa Fe New Mexican. And on the City's website for times that protests can be voiced as well as other comments. If

a protest is filed to an application, the State Engineer would conduct hearings for protesters to further present their points and the State Engineer could recommend some kind of mediation.

Councilor Villarreal surmised the ranchers and farmers, and the Village of La Bajada could do so.

Mr. Martinez agreed. We anticipate a fair amount of interest with some opposed and some seeking further information.

Councilor Villarreal asked if the City has communicated with the Pueblo of Cochiti.

Mr. Martinez said yes.

Mr. Roach added that they visited at Cochiti and presented the pipeline project in 2019. That was done prior to COVID. The second was delayed because of the pandemic.

Councilor Rivera asked Mr. Roach if either in discussion phases or permitting phases direct potable reuse is to be considered or if that was much later in the timeline.

Mr. Roach said that was considered explicitly in the reuse study in 2017. At this time, it is energy intensive enough that we did not consider with the cost. It is not the best alternative but if hydrologic conditions change enough, could be done.

Councilor Rivera asked if the City could consider direct potable reuse.

Mr. Roach said the pipeline would do right next to BDD line and we could add additional treatment there. We are not closing doors on direct potable reuse.

Councilor Rivera remembered back when Claudia was here, we had meetings at SFAUD and hopefully we can come to equitable arrangements so downstream users will feel okay with it.

Mayor Webber seconded his comment about direct potable reuse. It is inevitable. So how do we facilitate the inevitable? We talked about a pilot model for that. It is still not perfected technology. It can be temperamental, and we don't want to go all in without an alternative. A pilot would give us more confidence in our desire to use every drop of water to expedite the inevitable. He and Councilor Rivera are on the same page with that option.

12. MATTERS FROM THE CITY MANAGER

a. Covid Updates

Manager LaPan Hill gave the update for the COVID Resolution. The team is available for questions.

The report is straightforward. We followed the directive of the resolution – This covers up to January 5, 2021. The dates are relevant and the lag time. Just to highlight, SFPD got 12 calls and the average response time was 64 minutes. The dedicated ambulance responded to most of those 96 total calls. 23 were requests for transfers. Human Resources was done out of sync with the different update. There were eight new cases from Jan 1 to 7 and one was the closure of a City building due to outbreak. The Emergency Management Division has over 2500 masks: a large amount of hand sanitizer and 1000+ face shields.

Councilor Villarreal asked if the Fire Department transfers were between airport and hospitals.

Chief Babcock said 23 transfers, as documented, dispatched to the Airport to be transported elsewhere. Those others were arrivals transferred to one of the hospitals. Those from Edgewood or Stanley were usually transferred to Albuquerque hospitals. Most of those transferred from a hospital to the airport were patients released from the hospital and going to a less acute facility.

Councilor Villarreal presumed not all of them needed the dedicated ambulance.

Paul agreed. It was available for 26 of those calls. Four were transported to Raton, Las Cruces, etc. Raton is a 5-hour transfer. The dedicated ambulance has ventilators and CPR machines and infusion pumps to treat that kind of patient. The requests have increased because a local provider has been suspended by the PRC.

Councilor Cassutt-Sanchez thanked all who were involved. She asked for a brief explanation of the dollars paid now by the City and later reimbursed by the Federal Government.

Director Salazar said they are suspended at least until the end of March – no federal funding for that but tax credits can be taken advantage of.

Councilor Cassutt-Sanchez wanted to keep an eye on the tax credits and when they will be offered.

Director Salazar noted the Municipal Court had to close at the end of July. Those cases were not included in the overall COVID cases because they are under General Government.

Councilor Cassutt-Sanchez asked for further details on PPE. She was curious about how quickly we go through our PPE and how much is disposable.

Director Ochoa didn't have that information and would get back to her. They are lasting longer than originally estimated. Cotton masks are disposed after 15 days because the fibers in the cotton start to stretch out at that point.

Councilor Cassutt-Sanchez asked if the police calls with multiple calls for a single location or facility if that is being tracked.

Chief Padilla said it was a great question. Grocery stores: big box stores and parks are at the top of the list. If we get many calls for people not wearing a mask, we respond in person, but we cannot fault the grocery store for that. At this point we cannot station an officer at those locations.

Councilor Cassutt-Sanchez was curious about "no report required" on the report.

Chief Padilla explained that if someone goes in without a mask and a report of it received, we contact the manager and if they could identify the appearance and if we cannot find that person, no report is required.

Councilor Cassutt-Sanchez thought some of the report could be made easier to read.

Chief Padilla agreed to work on that.

Councilor Rivera pointed out to Director Salazar that on page 3 item b, cumulative positive cases among city employees had a grand total of 87. But in item E, there were many more using emergency sick leave. He asked for her to talk about that a little.

Director Salazar explained that under federal regulations, emergency paid sick leave is considered under contracts. Anyone who took advantage of expanded FMLA leave would also include those hours. Typically 14 days' time off is granted after close contact and more if they actually contracted the virus. Total paid time off for the year is 80 hours.

Councilor Rivera asked if the supplies on hand were being put out to be used or just in storage.

Director Ochoa said they are available to anyone within reason. The city is not funding an entire Walmart operation, but they are to keep people healthy. We try to make sure the supplies are known and if organizations throughout are interested in small amounts, we try to provide them.

Councilor Rivera asked Chief Padilla if there is any concern on the length of time to get to locations. He referenced one party in particular.

Chief Padilla said that is always a concern and each day is different. The one he references was on New Year's Eve and that was a busy day. The report was that 100 people were eating in the establishment, but the Manager said it was just a few employees and all food was take-out.

Councilor Rivera thought multiple calls at a chronic location might require more attention.

Chief Padilla said they will continue to analyze those hot spots and educate the manager at that location. We let them know they are on the top offender list. During cold times, we get complaints that the grocery stores were over occupied, and people outside had to wait out in the cold. The adjustment with the Governor's orders has helped with grocery stores. Most had a person and an electronic device to show how many were in the store at the time.

Councilor Rivera understood that no one had an appetite to increase COVID responses. But more people die in Santa Fe from COVID than all other offenses. He thanked Chief Padilla and Manager LaPan Hill.

Manager LaPan Hill noted the GRT report for November-December in the Councilors' boxes. She also provides COVID reports on Fridays.

13. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry recommended going into Executive Session under exemption 10-15-1 Part (H) (8).

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, ekmcsberry@santafenm.gov, 955-6512)

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to go into executive to discuss the item 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, and Councilor Villarreal.

Against: None. Councilor Vigil Coppler was not present for the vote and was excused.

The Governing Body went into Executive Session at 5:34 pm.

Mayor Webber couldn't guarantee we would be able to resume at 6:00 pm.

The Governing Body ended the Executive Session and reconvened at 5:55 pm.

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez to return to open session, stating for the record that discussion was limited to the item 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, and Councilor Villarreal.

Against: None. Councilor Vigil Coppler was excused.

15. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic had no matters to communicate.

16. COMMUNICATIONS FROM THE GOVERNING BODY

A copy of the Bills and Resolutions scheduled for Introduction by Members of the Governing Body is incorporated herewith to these minutes as Exhibit 1.

Councilor Lindell thanked the folks in the City who do front line work all the time, those in grocery stores and other places that remain at work and are always cheerful. They amaze her how they show up and give our lives some normalcy.

And those at pharmacies and hospitals distributing the vaccines. They put a smile on our face – Thank you.

Councilor Rivera asked the City Manager to thank the crews working on Country Club Road today maintaining the street there. He requested information not yet received on the Mayor’s emergency declaration. He noted that some places are still charging ten cents per bag and some are requiring purchase of a bag. What is the enforcement for bag ordinance?

Councilor Rivera introduced a resolution on convening of the redistricting committee to undertake redistricting for the City, based on the 2020 US Census.

Councilor Cassutt-Sanchez introduced an ordinance amending Section 7-1.1 SFCC 1987 to adopt the newest version of the International energy Conservation Code as adopted and amended by the State of New Mexico Construction Industries Division.

She echoed Councilor Rivera on the workers today. She also noted that when there is a hot topic and conversation gets heated, having respectful debate is important. Our Council is passionate, and she encouraged everyone to remember the Governing Body is working hard for our City.

Councilor Villarreal had nothing to communicate.

Councilor Garcia reminded folks to sign up for the vaccine which will be coming in spring and summer.

He gave a shout out to Ms. Bustos-Mihelcic for joining as City Clerk. We all know change is coming at the national level and tensions are high with the impeachment of President Trump today. Everyone has a right to their own perspectives but please do so in a respectful manner. We don’t want that anywhere, including our own State Capitol. We are all American citizens and need to work together. Having opposing views doesn’t mean we cannot be friends.

Councilor Abeyta said the medians look good in District Three.

Councilor Romero-Wirth wished everyone a Happy New Year. She was glad we are all back and into the groove.

Mayor Webber introduced an ordinance approving a global management performance contract by and between the City and Dalkia Energy Solutions, LLC (the “agreement”) for the installation of streetlight upgrades, subject to Governing Body approval of a separate financing transaction to finance the costs of the agreement; authorizing the pledge of utility cost savings as security for the transaction for the financing of the agreement, and the execution and delivery of certain other agreements and documents in connection with the EPC; ratifying

action previously taken in connection with the agreement; repealing all ordinances and prior action in conflict herewith; and related matters.

He introduced an ordinance accepting the investment-grade audit report and approving the energy savings performance contract by and between the City of Santa Fe and Yearout Energy Services Company, LLC, subject to Governing Body approval of a separate financing transaction to finance the costs of the EPC; authorizing the pledge of utility cost savings as security for the EPC financing transaction, and the execution and delivery of certain other agreements and documents in connection with the EPC; ratifying action previously taken in connection with the EPC; repealing all ordinances and prior action in conflict herewith; and related matters.

Mayor Webber introduced an ordinance authorizing the execution and delivery of a lease-purchase agreement by and between the City of Santa Fe, New Mexico (the "city") and [to be determined] (the "lessor"), evidencing a special, limited obligation of the City to pay an amount of up to \$20,000,000, together with interest thereon, for the purpose of acquiring, installing, and equipping energy efficiency measures throughout the City; providing for the pledge and payment of the amounts due under the lease-purchase agreement solely from the utility cost and water conservation savings and payments received by the City pursuant to (1) the energy performance contract by and between the City and Yearout Energy Services Company, LLC, and (2) the Global management performance contract by and between the City and Dalkia Energy Solutions, LLC; providing that certain terms of the lease-purchase agreement will be established in a pricing certificate to be executed and delivered as authorized pursuant to Section 6-14-10.2 NMSA 1978; ratifying actions heretofore taken; repealing all action inconsistent with this ordinance; and authorizing the taking of other actions in connection with the execution and delivery of the lease-purchase agreement.

Regarding the events in DC last week, it was horrifying and shocking in the attempt to overthrow the will of the people and undermine our democracy. He and the Albany Mayor convened a meeting of mayors of capitol cities across the nation and received a briefing from those who advise the Conference of Mayors – that there is a heightened sense of awareness and aftershocks have not stopped. People in every community are on edge and want peaceful demonstrations.

He read a statement into the record: "in beautiful, heightened concern for the public safety in the days leading up to the Presidential inauguration, I have been in contact with Governor Michelle Lujan Grisham to make sure we are taking the right steps in Santa Fe to protect people and property in the event of any violence. To that end, Santa Fe and the Chief of Police are coordinating our efforts with federal partners. I am closely monitoring the situation and taking whatever actions are needed. I helped convene mayors from other state capitals across the country to discuss what we are all doing to coordinate with our state officials and locally to protect our cities. Santa Fe is the capital city and I believe in the first amendment

rights to peacefully protest at our state capital but that absolutely does not mean anyone has the right to incite violence or destruction. I remain hopeful that any protests at the capital on inauguration day will remain peaceful. That is what we are hoping for - to remain calm and state that those who wish to demonstrate have the right to do so but do not have the right to break the law or incite violence.”

EVENING SESSION - 6:11 P.M.

17. ROLL CALL

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 Renee D. Villarreal

Members Excused

Councilor JoAnne Vigil Coppler [arriving later]

18. PETITIONS FROM THE FLOOR

There were no petitions from the floor.

19. APPOINTMENTS

a. Board of Adjustment

Mayor Webber appointed:

| | | |
|-----------------|-----------------|--------------------|
| Gary Friedman | Reappointment | term ending 9/2024 |
| Rachel 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 | New appointment | term ending 9/2024 |
| Daniel Painter | New appointment | term ending 9/2024 |

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the appointees to the Board of Adjustment 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. Councilor Vigil Coppler was not present for the vote.

Against: None.

b. Planning Commission

Mayor Webber appointed:

| | | | |
|------------------|--------------|-----------------|--------------------|
| Brian Gutierrez | (District 1) | Reappointment | term ending 6/2022 |
| Jessica Lawrence | (District 2) | 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) | New appointment | term ending 6/2023 |
| Amanda Chavez | (District 4) | New appointment | term ending 6/2023 |

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the appointees to the Planning Commission 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. Councilor Vigil Coppler was not present for the vote.

Against: None.

Councilor Vigil Coppler returned to the meeting at this time.

20. PUBLIC HEARINGS

- a. CONSIDERATION OF BILL NO. 2020-35. ADOPTION OF ORDINANCE NO. 2021-1. (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)

Ms. Bustos-Mihelcic read the caption for this hearing.

Mayor Webber described the process of the Public Hearing.

Public Comments

He asked for public speakers for this item but there were none.

MOTION: Councilor Rivera moved, seconded by Councilor Garcia, to approve Ordinance No. 2021-1 as presented.

Discussion on the Motion:

Councilor Garcia said our State Legislature is taking up bill to legalize recreational marijuana. If it passes, would we then delete references to marijuana in the ordinance?

Mr. Kyle Hibner thought it would require another amendment if that happened.

Councilor Garcia thanked him for the clarification.

There was no other 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.

- b. CONSIDERATION OF RESOLUTION NO. 2021-6. (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

Ms. Bustos-Mihelcic read the caption for this hearing.

Mayor Webber noted the substitute resolution is in the packet and the motion should clarify which version was being moved. He suggested a two-minute maximum for testimony and suggested that Dr. Sanchez and Mr. Hakim Bellamy, from the City of Albuquerque, give an overview on their consideration for background on this issue and then have the public provide comments on the issue.

Councilor Romero-Wirth thought Mayor Webber wanted to allow Councilors to ask questions to the presenters too.

Mayor Webber agreed.

Mayor Webber thanked both of the guests for coming to this meeting. He turned the floor over to them for the background on the Albuquerque process.

Hakim Bellamy and Dr. Shelle Sanchez were present and Alicia Manzano was also present from Albuquerque.

Mr. Bellamy started and said it was created in short order after an incident at the Albuquerque Museum regarding the statute of Juan de Oñate with one person hurt at the site. We quickly got busy with the healing process. We were aware of the national conversation and had already decided on sustained conversation. But the violence at the site hastened our plans. We began immediately with creation of a 12-member task force, some of whom were specially trained and nine community advisors who have done this kind of work either here or elsewhere.

That began at the end of June and had 59 community conversations starting right after July 4 and continued into October. After those sessions we had 8 to 20 folks at each. They also had 21 convening sessions for a grand total of 80 different two-hour dialog sessions. At the end, 264 folks devoted time on it.

We created other opportunities – a survey with over 290 responses and interviews with leaders who previously had not been able to participate. We had about 130 hours of dialogue and from that, we developed the Community Solutions table. All were invited, At the end of the day, the recommendations were provided to City Council by resolution that would ensure the results ended up with them.

He shared the recommendations with this Governing Body. We got a waiver from the artist to keep the part cut off [from the statue] not on display for one year. That was not returned to the installation.

The larger installation will not remain at 19th and Mountain and the Task Force expressed a strong desire for continued dialogue.

The intention from the beginning was for these conversations to find consensus on how the City can continue to engage with them in December and not to proceed until we can enlarge it. As a Department, we explored how to go forward during the pandemic and after it. This is an opportunity to make the conversation bigger, city-wide. And to discover who would be part of it going forward. That is the action the Council took.

Dr. Sanchez said for her, the most important part was to focus on community-centered dialogue with a town hall format. The real focus in this design was community to community participants. That was the core of what we wanted. The fundamental belief was that in talking with each other we could make lots of progress.

Ms. Mendoza said they did not want to make a unilateral decision. It means a lot to the community and this is more than just about a statue but about culture and history. We feel it was the right road to take. There was a lot of disagreement with people on opposite sides but at the end people realized each other's point of view.

Councilor Garcia asked for clarification on the decision made by City Council to hold two more public hearings the Council would host.

Dr. Sanchez said that was not correct. At this point, they received the recommendations and agreed they would like further discussion. At this point, we are on hold until public health orders allow a dialogue in person.

Councilor Vigil Coppler asked how long it took.

Dr. Sanchez said it took as long as we had, and participants wished for more. It started in July and finished the first week in November and went to Council in December. Your current resolution allows a year and she

commended them on that. Given the amount of community dialogue, you will need all of that.

Councilor Vigil Coppler thanked them for coming here to share their experience. Councilor Romero-Wirth was instrumental in that. Thanks.

Councilor Cassutt-Sanchez said in general, we might want to be encouraged to complete this process. She wanted to make sure we consider everything.

Ms. Mendoza said it is important to use human resources to make sure the process is carried out in a sequential manner. One blessing of COVID was to make sure we did have time for everything.

Mr. Bellamy said Dr. Sanchez was instrumental in that. Council got many phone calls and the better informed they were, we wanted to make sure we had all info in one place and tried to avoid cross council communication. Another was a lesson learned and a pleasant surprise on public education. We helped folks who were new to the conversation on the existing installation that was done sixty years ago. So lots of work was spent on finding the files on that. There were a thousand pages, so we converted to a video.

Dr. Sanchez said one advisor advised them early on that they would never have enough people and at some point, just say we have gotten enough people engaged. The other task is finding those who have the experience and skills. They were proud of the level of participation they had and appreciated that the Council wanted more.

Mr. Bellamy said there were two parts. The first was Ms. Mendoza's time with them and having real-time information. Dr. Sanchez managed our team to have a real-time dashboard and toward the end, found our rhythm with memo updates to City Council. We built the timeline while we were driving it.

Councilor Villarreal said this was helpful to hear their experiences. They were constantly learning in the process. It is an excellent process. It is important to have respected people in the community and strong consultants. She hoped one of them could stick around in case there are more questions later in the process.

Councilor Rivera asked if the communication was formal or informal with Council.

Mr. Bellamy said it definitely was informal.

Ms. Mendoza agreed. They were on calls with individual Councilors frequently. She knew the strategy and could report on all aspects of the process directly with Councilors. She would recommend that kind of liaison. Dr. Sanchez and Mr. Bellamy also had meetings with them.

Councilor Rivera asked if any Councilors participated in convening meetings or the solutions.

Mr. Bellamy said Staff were careful to insulate we from the actual location to avoid those confrontations.

Dr. Sanchez said it was a decision about your process. There are really good reasons for Councilors to participate in those discussions. When you have decision-makers in the room, the conversation changes so it must be intentional what you are trying to create for your city. We also had regular newsletters to the community including councilors.

Councilor Romero-Wirth asked for clarification. It sounded like the conversations were more about process than content.

Mr. Bellamy and Dr. Sanchez agreed that was definitely true.

Ms. Mendoza said they wanted to make sure they were being inclusive but not sharing what was coming out of the session.

Mayor Webber had earlier asked about key learnings and he printed them out and read them aloud. He thanked them for the lessons learned to be operating.

Dr. Sanchez felt having professional facilitators is very important.

Mayor Webber thanked them for participating and warned them the Governing Body was not done with them yet.”

Public Comments:

Ms. Bustos-Mihelcic reminded the speakers to their name and address.

Aaron Garcia – President of Fiesta Council, living at 4330 Village Loop, said the Fiesta Council had to take a step back after this wild year. He wanted the Fiesta Council to be part of the solution and not spread hate, etc. It starts here. He thanked all of the Governing Body for this effort.

Randall Bell – speaking on behalf of OSFA read a short statement from the Association. He said they were impressed and heartened by the Governing Body’s careful consideration of community culture and values. As things go

forward, the OSFA members anticipated the opportunity to participate from the outset as an organization and individually. And they looked forward to guidance. OSFA supports adoption of the substitute resolution.

Mayor Webber invited him to submit the written statement.

Melissa ?? said this resolution has come a long way since it was first presented, and she wanted to make sure all citizens are invited to these meetings and whatever recommendations this group comes up with that they are honestly considered with the Governing Body.

Ron Trujillo, as President of Caballeros de Vargas, wanted to make sure the organization is one of the organizations at the table. Caballeros de Vargas donated the DeVargas statue to the City. Their mission is to perpetuate the memory of de Vargas and they need to be included in any discussion about the fate of the statue. He sent a letter in early December to Mayor Webber, requesting a meeting but his answer did not address a meeting. We are concerned about this resolution which states the dialogue is open to anyone. Three Sisters are organized well and will speak at the meetings and will probably outnumber those who have skin in the game. He observed as a Councilor how things can change to only the concerns of a few.

Virgil Raydeshee, 467 Camino don Miguel, spoke to Three Sisters and others who participated in toppling the monument. The process must include the pueblos. Three Sisters does not represent the pueblos. Many people were unhappy with the Albuquerque process. The term is too short and must be longer than 12 months. This is bigger than the Mayor and the discussion needs to be longer than this.

Stefanie Beninato, PO 1601, thought 21 was a lot of members and understood why nonresidents were sought but felt it was wrong. She was concerned about the factions groups. It needs a more formal way for participation. A year is a long time but wondered if it was enough. There were many Staff involved in Albuquerque – more than in Santa Fe. She didn't know if responses would be good. Multiple perspectives would make the decision better.

Miguel Gabaldon said this is very important subject matter for him and his family and others from multiple cultures. It is a difficult path forward and he hoped would always be opened to the public, not just formal people but open to all grass roots citizens who have close ties with the City and not just a museum. Santa Fe is a museum. Everywhere you go in Santa Fe you can see it. It is not a drive by, and our history is complicated and diverse for a group to come in. He read from the letter of James in the Bible,

Chapter 1 to be doers of the Word of the Lord. Everyone should be quick to listen and slow to become angry.

Rick Martinez asked if the Task Force emerged early on without oversight by the Governing Body itself. It was started by bureaucrats. He referred to the mural at the new museum and how that turned out. He asked the Governing Body to please think about that and for this process to move forward with fair oversight.

John Eddy Olpha commended the Mayor and Councilors for bringing the resolution to a better place than when it began. He raised a little caution and understood the job is difficult and people are passionate on these issues. Keep in mind that you set the tone for us in Santa Fe and at the starting block going forward with respect and compassion.

Public Comment portion was concluded.

Mr. Bellamy stayed on for possible questions from the Governing Body.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to adopt the substitute resolution with the amendment approved at the Finance Committee.

Discussion on the Motion:

Councilor Garcia said he submitted an amendment earlier today for a simple language insertion. He honestly believed this is a better resolution and the process Albuquerque developed is a great foundation for Santa Fe to use. We don't have to hold tightly to it. It is a process we looked into last June and he fell in love with it because it is a community-engaged process. He gave a huge shout out of Mr. Bellamy for sharing that process with us. It will be a difficult process and we must approach it with an open mind because some people we don't want to hear and others we love to hear. There is no predetermined outcome.

It is critical that everyone participate and provide input either in a one-on-one, a survey, or one of the meetings. We need to hear from all.

He brought some concerns on what is in front of us. So we don't run into the hiccups Albuquerque ran into. It is critical to have the meetings to ensure diversity with representation from whatever demographic, to get people to the table. We live in a virtual world and excluding a lot of people by virtual process. He hoped by the summer we could gather folks in person. We need to strategize how to overcome that hurdle.

Maybe this is a separate resolution. How can we as a Governing Body engage in collaboration with sovereign nations, pueblos' governments? We need to engage them in the process.

When Albuquerque folks shared. they mentioned an advisory group. Why can't we have that with their expertise that would benefit us?

We have a solid foundation and rich history. We need to roll with the process. He asked to sign on as a cosponsor of this resolution.

Councilor Garcia requested an amendment on page two, line 21 of the mockup to inset "diverse" and read the whole sentence as it would be amended. He wanted to ensure in the three rounds that they are diverse. It was suggested to have them with one organization, but he wanted to make sure all were diverse.

MOTION: Councilor Garcia moved, seconded by Councilor Villarreal, to amend the main motion by inserting "diverse" on page two, line 21.

Discussion on the Amendment:

Councilor Romero-Wirth suggested we might want to go to Mr. Bellamy about that. They talked about the art of the dialog and the importance in the first round. And why diversity is not so important in the first round.

Mr. Bellamy said the way their process worked was a seating system that when it progressed, had new pairings. They already had diversity. The convening in first round was of people with influence and people with organizations who wanted a seat at the table, and we were willing to seat eight people or more.

They were somewhat affinity groups in the first round. We were practicing how to have dialogue and engage people in a civil manner. It was practicing democracy. And when they practiced it, they were randomly mixed up in diverse groups. And Round three was another mix, somewhat consolidating groups. That was how we ensured we were not talking to the same choir each time. So they practiced difficult conversations. They knew the goal and how to operate to be heard.

Councilor Romero-Wirth understood that first session was maybe not so diverse.

Mr. Bellamy agreed.

Councilor Romero-Wirth suggested it might be Caballeros or OSFA in the first round.

Mr. Bellamy agreed. they also found that if they just asked people cold turkey, it was a big lift but people in nondiverse groups felt more empowered to go into a second round.

Councilor Cassutt-Sanchez thought there could be a misconception on the first grouping. She saw the benefit to see it as a group to provide for warming up to explore different viewpoints. She has an easier time with friends and then moving out. There is some benefit in honing the stories and then making sure the second and third rounds really have that diversity. She could see the argument for the other way but for her, making sure we are creating conversations where people are comfortable being honest with each other.

She liked starting with being invited by someone in affinity with – and then mixing it up later.

Councilor Garcia thanked Mr. Bellamy for how the process worked in Albuquerque. Santa Fe is not Albuquerque and we don't have to follow the exact path. We have our own economy for our own process. We can learn the hurdles from others, but we have our own. There is nowhere else that it says "diversity." He did not understand fighting him on that word.

We need to understand our history and cannot do so without diversity. To him, if you vote against it, you don't want to see diversity. We will ensure diversity when it is in the resolution. We will give facilitators a lot of power in the process. Facilitation ushers people through the process and we need to make the process diverse. He strongly encouraged adding diversity to the process and ensure rounds 1-3 are diverse.

Councilor Cassutt-Sanchez said this agreement for the conversation is good, but when we accuse a fellow Councilor when they have a different viewpoint, is not beneficial. She respected why this is important to Councilor Garcia and did not disagree with diversity, but she liked the process as we have it. We need not attack each other on values. Maybe we are struggling to find the right process. Having diversity in there is fine but it doesn't mean values are not there without it. She believed every Councilor wants to find solutions for our community and can discuss it openly.

Councilor Garcia appreciated that comment, but it is critical when dealing with culture to include "diverse." Without it means we don't care about it. We need to ensure it is diverse information from a diverse population. And that is not laid out in this resolution. We have heard from those members who feel their view is not being heard and their culture is being dashed. Without the diversity, we are just repeating the same arguments. We need to ensure diversity.

Councilor Cassutt-Sanchez was trying to understand why this word is proposed. She understood we want to have diverse voices throughout the rounds.

Councilor Garcia said it covers all three rounds. He wanted all three rounds to be diverse because it is not explicitly stated. If we start out in an echo chamber, we may not get them to go beyond round one to go to round two. We need to come together as a community. We may not agree, but that is how we grow. Diversity was not included in the process and if we don't ensure that, we could get a totally polarized conversation going on and end up with other recommendations. Hopefully, that clarifies it.

Councilor Vigil Coppler understood wanting to include a word and it sometimes makes all the difference in the world. We had that come before us before. This word means inclusion to her. And the public has indicated they want to be included. She agreed that after we pass this, it is out of our hands and someone could take the resolution word for word to make it happen. She saw no problem with the word "diverse" being included and may help with how the resolution gets interpreted.

Councilor Romero-Wirth wanted to say this process does include everyone. She quoted from page 2 which has the language Councilor Garcia was seeking that through these three rounds, we will have diversity and understanding. The whole process is inclusive.

Mayor Webber didn't see it. He stated a section that does have the word "diversity." We heard from President Trujillo of Caballeros. If 15 of them wanted to have a conversation, it would not be allowed with the diversity of round one.

Councilor Garcia wanted to see more diversity in Round one and to ensure rounds one, two and three included diversity. Having the word in be it further resolved doesn't ensure that. We must remember part of the overall process moves to a healing result and we cannot do that without diverse conversation. We need to ensure we are creating a space where the community can come together. The whole process should be diverse. There were diverse conversations in round one in Albuquerque.

Mayor Webber asked, if I am President of Caballeros – or OSFA, in Round one, could we still have a convening of just our group? Mr. Bellamy said that was icer breaker to start the process in Albuquerque. Without allowing that, he could not support that.

Councilor Garcia would like to see diversity at round one but not requiring it. It would be beneficial. Nothing is required to prohibit Caballeros meeting by themselves.

Mayor Webber thanked him for answering his question.

Councilor Abeyta was very concerned if did not allow a group to meet together in round one. Thanks for clarifying that.

Mayor Webber said there is not requirement against meeting of their own groups in round one. And as Mr. Bellamy said, there was a new seating arrangement in rounds two and three.

VOTE: The motion was approved on the following 5-4 Roll Call vote:

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

Against: Councilor Abeyta, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth.

Councilor Cassutt-Sanchez wanted to make sure the conversation was noted, and Ms. McSherry interpreted that a certain group could still meet in round one.

Mayor Webber took Ms. McSherry at her word that it was not a proscription of that group to meet together.

Councilor Vigil Coppler read the written statement from Ted Herrera – 1164 Harrison Road, whose truth was what we were talking about. Both Hispanics and Native Americans have their own version of truth.

Councilor Vigil Coppler commented on the substitute bill She thanked Councilor Villarreal for her amendments already in the main motion – They were important to her as well. She stated what was important in the substitute motion were her concern on expertise on Staff for handling this whole group and everything that needs to be done, especially the survey and analysis that says what the City wants to accomplish in the resolution. We should pay attention to that. And Councilor Cassutt-Sanchez stated that just a moment ago. That was important to her.

She was concerned about outreach methods that maybe someone wouldn't have the right tools to be part of the process. We learned a lot on what we did at Midtown when we went out to hear from them.

She was happy with any amendment to update it. She liked informal processes but is important for updates to the public that the public gets those updates. Maybe some couldn't participate. The public learns a lot in the process so as we see the results by quarter, the public sees the results by quarter. She wanted to make sure all sessions are open and glad for that amendment.

It is also important for conclusions, that we are part of the process. Those were her concerns and thanked Councilor Villarreal for capturing all of that.

Lastly, we do have a lot of dialogue on what we want to see and what we like. That is what we are charged to do but does not mean we don't support the measure. Rather, we are trying to make it better by voicing our concerns and those might also be constituents' concerns. It gives the public a general idea where we stand when we vote. She really supported this resolution and asked to be listed as cosponsor.

Councilor Villarreal thanked her colleagues for going through this challenging process. She was glad we took time to work out details and the amendments. This should not be led solely by the City. It is bigger than that with wounds unhealed. Past administrations and councils have not dealt with it. There is no time like right now. COVID doesn't help but she has hope for this process that it is leading to more of what is possible with inclusivity. She also recognized that the process is more than just monuments but of people. It is great to hear those in the public – especially that we are here for the long time and for Mr. Gabaldon's reference to James in the Bible. We do all have diff perspectives and she was encouraged by our community and this resolution as amended.

Councilor Abeyta thanked Councilor Romero-Wirth who was always there working on the substitute resolution. He gave a lot of credit to her for her patience and getting us here to this point.

Councilor Villarreal wanted to cosponsor the substitute resolution. If we need more time after this year, we can extend it.

Councilor Cassutt-Sanchez thought this was much better than what we started with and was sure it would pick up along the way how it continues to evolve with the complex issues we are about to start. She thanked Councilor Abeyta for recognizing Councilor Romero-Wirth. We have had a lot of discussions with time and effort she put in. She also to signed on as cosponsor for substitute resolution.

Mayor Webber had several comments to follow with a letter like Councilor Vigil Coppler did. He read the Arts Commission letter aloud. Their letter recommended approval of the resolution. Since the summer, they have

been advocating a constructive dialogue in this diverse community and felt this resolution has all the hallmarks to do that. The Arts Commission pledge strong leadership in the process. As the country grapples with division, we are proud that the City Different is attempting something more constructive. This is the beginning on an ongoing effort to understand our community's history and stories and to promote faith, healing and reconciliation for peace and justice of our members.

Councilor Rivera clarified that he and Councilor Abeyta were not listed as cosponsors of item b on the afternoon agenda.

Mayor Webber agreed they are sponsors of it and deserve that recognition.

Mayor Webber noted the long walk to get to this point and recalled the phone calls made on June 16 to Councilors about the need for it. Councilor Rivera has been steadfast, and this is how we move forward together. It is a moment of great opportunity and sense of pride for this Governing Body and people who have spoken to us on what we have done. The Governing Body could have stepped back. But this is a group with courage in this community, willing to engage with each other for the benefit of all of us. We have talked about facing our history but can also make history with this process. With respect and shared values we can work with each other, to embrace each other, and write a more progressive history going forward with a community engaged. It is a lot of hard work. Thanks to our City Clerk to see that this measure has passed.

This has been thoroughly and deeply discussed and deserves the support of the whole community. Thank you all very much.

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.

21. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 8:27 p.m.

Approved by:

Against: None.

21.ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 8:27 p.m.

Approved by:

Mayor Alan Webber

ATTESTED TO:

Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:



Carl G. Boaz, Council Stenographer



GOVERNING BODY MEETING OF
January 13, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
 GB Jan 13, 2021

| Mayor Alan Webber | | |
|---------------------------|---|--|
| Co-Sponsors | Title* | Tentative Committee Schedule* |
| Lindell Rivera | AN ORDINANCE APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE "AGREEMENT") FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO GOVERNING BODY APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS. | Public Works and Utilities Committee – 1/22/21 Governing Body (request to publish) – 1/24/21 Finance Committee – 2/1/21 Governing Body (public hearing) – 2/24/21 |
| Lindell Rivera | AN ORDINANCE ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY, LLC, SUBJECT TO GOVERNING BODY APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS. | Public Works and Utilities Committee – 1/22/21 Governing Body (request to publish) – 1/24/21 Finance Committee – 2/1/21 Governing Body (public hearing) – 2/24/21 |
| Lindell Rivera | AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND [TO BE DETERMINED] (THE "LESSOR"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO \$20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM | Public Works and Utilities Committee – 1/22/21 Governing Body (request to publish) – 1/24/21 Finance Committee – 2/1/21 Governing Body (public hearing) – 2/24/21 |

THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE EXECUTED AND DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-PURCHASE AGREEMENT.

Councilor Roman "Tiger" Abeyta

| Co-Sponsors | Title* | Tentative Committee Schedule* |
|--------------------|---------------|--------------------------------------|
| | | |

Councilor Jamie Cassutt-Sanchez

| Co-Sponsors | Title* | Tentative Committee Schedule* |
|--------------------|---------------|--------------------------------------|
| | | |

Abeyta

AN ORDINANCE AMENDING SECTION 7-1.1 SFCC 1987 TO ADOPT THE NEWEST VERSION OF THE INTERNATIONAL ENERGY CONSERVATION CODE AS ADOPTED AND AMENDED BY THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION.

Quality of Life Committee – 2/3/21
 Public Works and Utilities Committee – 2/8/21
 Governing Body (request to publish) – 2/10/21
 Governing Body (public hearing) – 3/10/21e

Councilor Michael J. Garcia

| Co-Sponsors | Title* | Tentative Committee Schedule* |
|--------------------|---------------|--------------------------------------|
| | | |

Councilor Signe I. Lindell

| Co-Sponsors | Title* | Tentative Committee Schedule* |
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Councilor Chris Rivera

| Co-Sponsors | Title* | Tentative Committee Schedule* |
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| Councilor Carol Romero-Wirth | | |
| Co-Sponsors | Title* | Tentative Committee Schedule* |
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| Councilor JoAnne Vigil Coppler | | |
| Co-Sponsors | Title* | Tentative Committee Schedule* |
| | | |
| Councilor Renee Villarreal | | |
| Co-Sponsors | Title* | Tentative Committee Schedule* |
| | | |

* Subject to change

Introduced legislation will be posted on the City Attorney's website, under legislative services. If you would like to review the legislation prior to that time or you would like to be a co-sponsor, please contact Jesse Guillen, 505-955-6518, jbguillen@santafenm.gov or Jeff Norris, 505-955-6692, jtnorris@santafenm.gov.

EXECUTIVE SUMMARY

The City of Santa Fe contracted with WSP USA, Inc. (WSP) and Bohannon Huston Inc. (BHI) to perform an *Initial Evaluation of Alternatives Phase A Study* and a *Detailed Evaluation of Alternatives Phase B Study* for a new crossing of the Arroyo de Los Chamisos in Santa Fe, New Mexico (See [Figure ES.1](#)). The Phase A Study is complete, and an informational update will be made to the governing body in January 2021, before proceeding with the Phase B Study. The significant global public health events of 2020 have had an impact on the previously proposed project schedule, and tasks will be resumed after the update to city council. It is expected that the Phase B study and recommendations will be completed in the fall of 2021.

The study area for this project is centered on the Richards Avenue corridor and is approximately one mile wide. As shown in [Figure ES.2](#), the study area is bounded between Rodeo Road to the south and Cerrillos Road to the north, and between Zafarano Road and Avenida de Las Campanas to the east and west, respectively.

The purpose of the proposed arroyo crossing is to enhance the transportation system within Santa Fe. The purpose is to provide for improved access and transportation system connectivity across a natural physical barrier, the Arroyo de Los Chamisos, between Zafarano Drive and Avenida de las Campana. The need is based on improving regional connectivity and reducing congestion and overall impacts on local roads. Multi-modal connectivity and redundancy in the street network for emergency service providers would also benefit this area of Santa Fe.

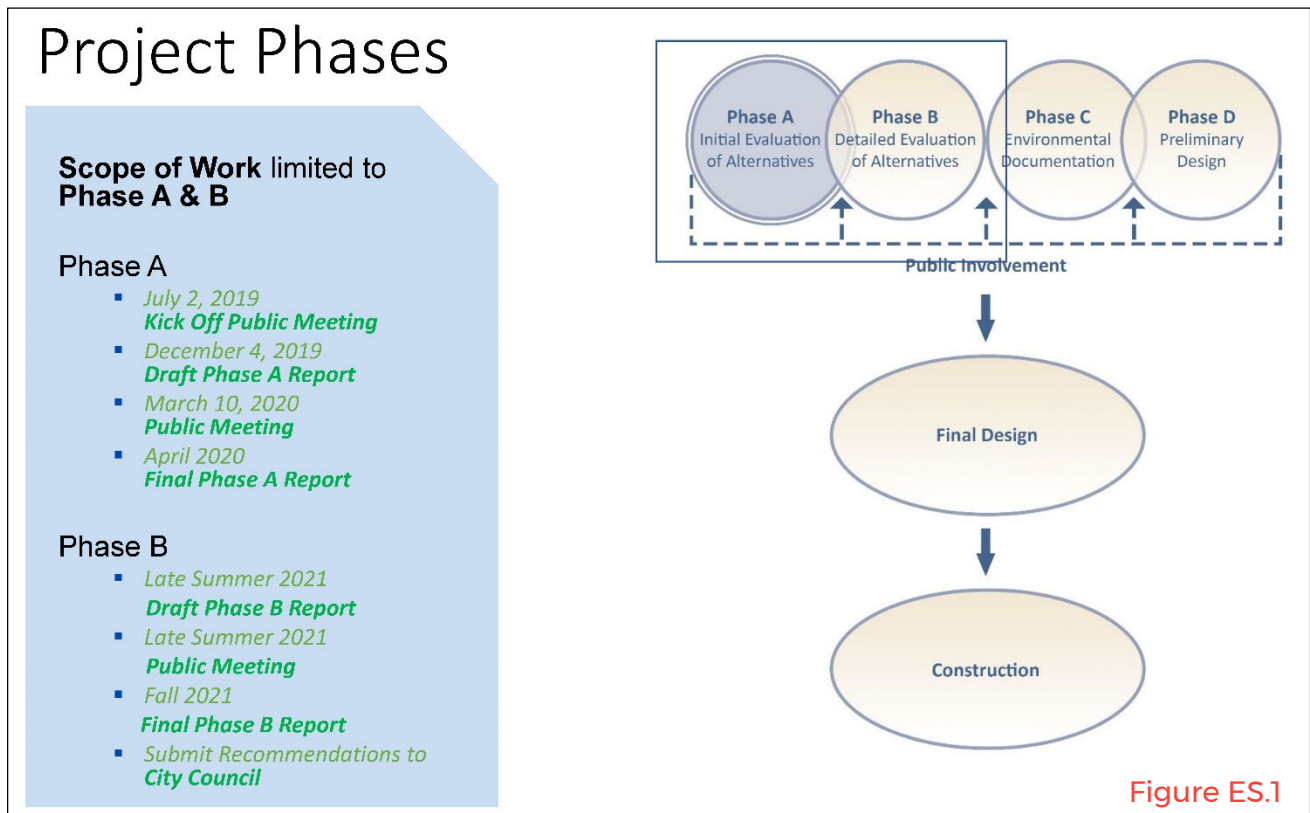


Figure ES.1



A proper crossing of the Arroyo de Los Chamisos has always been a deterrent to north-south travel moving through this area of Santa Fe. As a result, northbound and southbound traffic needing to cross the Arroyo de Los Chamisos must use neighborhood roads including Zafarano Drive, Avenida de Los Companas, Camino Carlos Rey, and Governor Miles Road. The proposed crossing of the arroyo would provide additional connectivity across the Arroyo de los Chamisos for other modes including pedestrians and bicyclists, besides the current emergency-only access at that location. The ability to cross the Arroyo would increase multi-modal access for local residents as well as others traveling through the study area, with a direct benefit to the Santa Fe Community College District, which would also result in dispersing/balancing traffic traveling between Rodeo Road and Cerrillos Road.

Four alternatives were developed for the initial evaluation of alternatives, including the “No-Build” alternative and three “Build” alternatives for crossing the Arroyo. Refer to Figure ES.3 for an illustration of the study area boundaries and the alternatives considered. The Build alternatives are described as follows:

Alternative A: proposes crossing Arroyo de Los Chamisos with a connection to the existing Camino de los Arroyos/Kachina Ridge Drive intersection, continuing north via Kachina Ridge Drive and Avenida de Las Americas, as well as extending Camino de Los Arroyos west for access to Vegas Verdes Drive and Cerrillos Road.

Alternative B: proposes extension of Richards Avenue north across the Arroyo de Los Chamisos connecting to the existing Richards Avenue/Siringo Road intersection for access to the Richards Avenue/Cerrillos Road signalized intersection.

Alternative C: proposes crossing of Arroyo de Los Chamisos to connect from Richards Avenue on the south side of the arroyo to the existing Calle Princessa Juana/Camino Consuelo intersection, continuing north to Cerrillos Road via Camino Consuelo.

The Phase A evaluation of alternatives considered the following:

- Geometric design
- Traffic volumes
- Potential Traffic redistribution
- Driveway access
- Drainage/Floodplain
- Right-of-Way
- Constructability
- Construction costs
- Public Involvement
- Environmental

A **recommendation** on which alternative should undergo further study was made based on the ability to meet the purpose and need established for the proposed crossing in addition to a comparative evaluation based on the above considerations. The No-Build alternative will remain under consideration for comparison purposes only through Phase C.

Alternative B is recommended because it would provide the most direct connection between Rodeo Road and Cerrillos Road. Alternative B would also have the least amount of driveway access impacts, a moderate level of right-of-way impacts, and no geometric design deficiencies. In contrast, Alternative A would be indirect and has geometric design issues, and Alternative C would be indirect and would not provide the desired system redundancy.

A **public meeting** was held on March 10th, 2020 at the Santa Fe Convention Center. There were 153 attendees. At this meeting, **the recommendation to undergo further consideration of Alternative B was shared with the public.** Following a presentation by the project team, questions and comments were taken and addressed. Although there was support both for and against the connection in general, as well as some specific reactions to Alternative B, the majority of the attendees supported both the overall concept of a crossing over Arroyo de Los Chamisos as well as some tangible support for Alternative B to receive further analysis.

A summary of support received includes:

- A new connection will alleviate congestion and traffic on neighborhood roads
- A new connection will improve the entire transportation system
- Alternative B will improve connectivity and travel time for all Santa Fe residents
- Alternative B will increase access to commercial areas along Cerrillos Road
- Alternative B best minimizes the impact to neighborhoods within the study area

Beyond the support summarized above, there were some clear requests from the public for further analysis during the detail evaluation to be performed in the Phase B study. Additional considerations from the public to be considered in the Phase B analysis include:

- More in-depth analysis of traffic data and travel patterns, with the collection of more comprehensive traffic counts within and beyond the study area.
- Consideration of how to integrate bicycle and pedestrian facilities into the roadway design.
- Further coordination with impacted neighborhoods to preserve character.
- Special consideration for the natural resources that may be impacted.

All of these requests will be respected under the Phase B Study, as Alternative B is evaluated in more detail. There will also be an additional public meeting held during Phase B, with virtual options provided for a safe and engaging environment under any COVID-19 restrictions that may exist at that time. The purpose of the Phase B public meeting will be to share the results of the detailed evaluations so the public can continue to comment on the preferred crossing alternative prior to final design and construction.

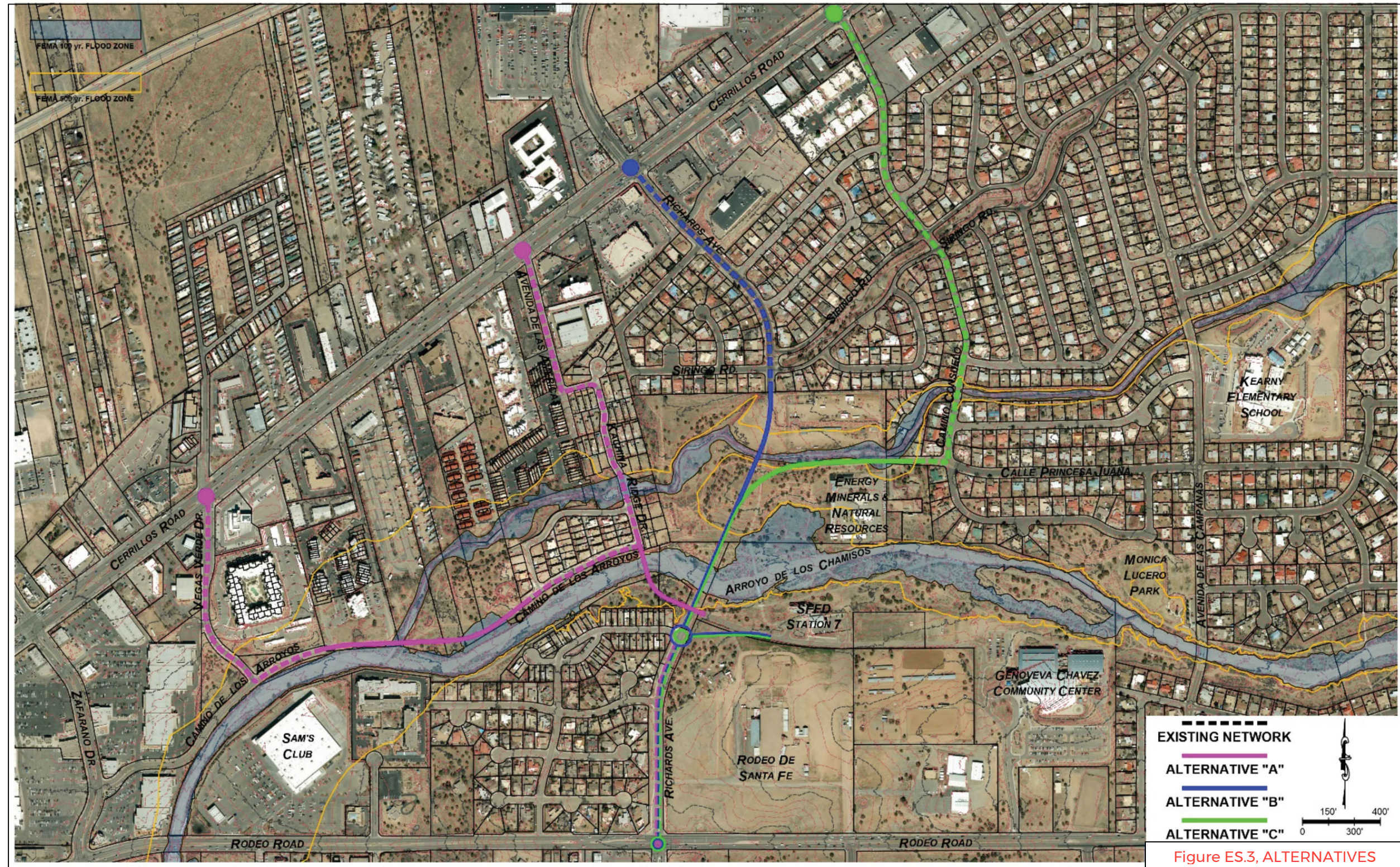


Figure ES.3, ALTERNATIVES

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/25/2021

ISSUE NO. 8A

Consideration of Resolution No. 2020-__ : A Resolution in Support of Senate Resolution 372 and House Resolution 835 and in Support of the 30 by 30 Campaign to Protect 30 Percent of Lands and Ocean by 2030. (Mayor Webber) (Neal Denton, Sustainability Planner, nhdenton@santafenm.gov, 955-2229)

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/27/2021 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 | | |

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 01/20/2021
FOR CITY COUNCIL MEETING OF 02/24/2021

ISSUE:

Consideration of Resolution No. 2020-__: A Resolution in Support of Senate Resolution 372 and House Resolution 835 and in Support of the 30 by 30 Campaign to Protect 30 Percent of Lands and Ocean by 2030. (Mayor Webber) (Neal Denton, Sustainability Planner, nhdenton@santafenm.gov, 955-2229)

Committee Review:

Finance Committee: 1/19/21

Quality of Life Committee: 1/20/21

Governing Body (request to publish): 1/27/21

Governing Body (public hearing): 2/24/21

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 New Mexico


Memorandum



Date: January 12, 2021

To: Governing Body

Via: Shannon Jones, Public Utilities Department Director 
Shirlene Sitton, Environmental Services Division Director 

From: Neal Denton, Sustainability Planner 

RE: Supporting 30 By 30 Campaign

ITEM AND ISSUE:

The proposed Resolution expresses the Governing Body's support of U.S. Senate Resolution 372 and U.S. House Resolution 835, which urge the federal government to establish a goal of conserving at least 30% of the land and 30% of the ocean within its territory by 2030. It resolves that staff continue their work to preserve soils, conserve water, and protect water quality.

BACKGROUND AND SUMMARY:

On October 22, 2019, U.S. Senators Tom Udall (D-N.M.) and Michael Bennet (D-Colo.) introduced Senate Resolution 372 titled "Thirty by Thirty Resolution to Save Nature" and on February 6, 2020, Representative Deb Haaland (D-N.M.) introduced companion House Resolution 835; both resolutions set a national goal of conserving at least 30% of the land and 30% of the ocean within the territory of the United States by 2030. Top scientists say we need half of the planet in its natural state to prevent the extinction of one million species, stay below 1.5°C, and safeguard all people that rely on nature to survive and thrive. Today only 15% of land and 7% of our ocean are protected. The 30x30 Campaign was established to address this issue. The Campaign for Nature is calling on world leaders to set new, more ambitious targets to create protected areas and work collaboratively with other governments, indigenous communities, and other partners to ensure effective management of protected areas.

ACTION REQUESTED:

Approve the Resolution as proposed

ATTACHMENTS:

Exhibit A – House Resolution 835
Exhibit B – Senate Resolution 372
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

IN SUPPORT OF SENATE RESOLUTION 372 AND HOUSE RESOLUTION 835 AND IN SUPPORT OF THE 30 BY 30 CAMPAIGN TO PROTECT 30 PERCENT OF LANDS AND OCEAN BY 2030.

WHEREAS, according to S. Res. 372 and H. Res. 835, the continental United States loses a football field's worth of natural areas every 30 seconds due to human activity; and

WHEREAS, this loss of nature - accelerated by climate change - is a threat to the nation's health and prosperity, affecting communities' clean air, water, and defenses against severe weather, floods, and wildfires; and

WHEREAS, to curb wildlife extinctions, fight climate change, reduce toxic pollution, and safeguard healthy natural systems, our nation must confront the conservation and climate crisis head-on; and

WHEREAS, the “30 by 30 Campaign” is a worldwide, science-based initiative to conserve at least 30 percent of the Earth's lands and oceans by the year 2030, was launched to address the climate crisis and reverse the destruction of our wildlife, waters, and natural places; and

1 **WHEREAS**, science-based research has found that conserving and restoring lands and
2 waters is necessary to preserving the Earth's biodiversity and ecosystems and mitigating the impacts
3 of climate change; and

4 **WHEREAS**, wilderness, wildlife refuges, national conservation lands, monuments and
5 other conserved places provide access for hunting, fishing, hiking, biking, camping, and other
6 outdoor recreational pursuits; and

7 **WHEREAS**, permanently conserved private lands, including working ranches and farms,
8 protect open spaces, preserve threatened wildlife, and help maintain a sustainable way of life; and

9 **WHEREAS**, every person, regardless of race, background, or economic status, should
10 have access to safe, clean, and close-to-home opportunities to get outside in nature; and

11 **WHEREAS**, scientists are warning that protecting at least 30 percent of lands and water
12 is the bare minimum we must achieve if we hope to stabilize the climate; and

13 **WHEREAS**, on October 22, 2019, U.S. Senators Tom Udall (D-N.M.) and Michael
14 Bennet (D-Colo.) introduced Senate Resolution 372 titled "Thirty by Thirty Resolution to Save
15 Nature" and on February 6, 2020, Representative Deb Haaland (D-N.M.) introduced companion
16 House Resolution 835; both resolutions set a national goal of conserving at least 30 percent of the
17 land and 30 percent of the ocean within the territory of the United States by 2030; and

18 **WHEREAS**, the City of Santa Fe and Santa Fe County ("County") contain a total area of
19 1,911 square miles (1,223,040 acres), of which approximately 1,909 square miles (1,221,760 acres)
20 is land and 1.5 square miles (960 acres) is water; and

21 **WHEREAS**, of the total County acreage, 6,610 acres of open space, trails, and parks is
22 managed and maintained through planning, capital improvement projects, maintenance, and
23 collaboration with volunteer organizations; and

24 **WHEREAS**, the City was awarded nine out of ten possible points in the Natural Systems
25 and Ecology category of its 2020 LEED (Leadership in Energy and Environmental Design) for

1 Cities Gold certification for its work in establishing green spaces, conserving natural resources, and
2 planning for resilience; and

3 **WHEREAS**, the City has committed to a large-scale solarization project of its facilities;
4 and

5 **WHEREAS**, the City has close to 100 parks containing more than 2,500 acres and over
6 2,000 acres of publicly owned, vacant land; and

7 **WHEREAS**, the City of Santa Fe has 1,186 feet of natural resource space per person,
8 2,645 feet of green space per person, and 219,847,992 feet of total green space; and

9 **WHEREAS**, the Sustainable Santa Fe 25-Year Plan, approved by Governing Body in
10 2018, established goals to achieve carbon neutrality by 2040 and to enhance the ecological
11 resilience of Santa Fe by restoring native ecosystems' structure and function and ensuring that
12 urban development supports and restores ecological processes, including carbon sequestration; and

13 **WHEREAS**, the Sustainable Santa Fe 25-Year Plan includes a strategy to revise the City's
14 land use and development code, and other relevant ordinances and plans, to support accepted
15 conservation best management practices and triple bottom line analyses; and

16 **WHEREAS**, the 2015 Santa Fe Basin Study identified an unmet future demand that
17 ranged from 5,000 to 9,400 acre-feet in the year 2055 if no steps are taken to reduce demand or to
18 augment supplies; and

19 **WHEREAS**, the addition of the Buckman Direct Diversion and reductions in demand due
20 to water rate structures and voluntary conservation measures undertaken by City water customers
21 have enabled City water managers to reduce reliance on groundwater with the intention of
22 preserving as much water in the ground as possible to be used for supply in times of future shortage,
23 as well as utilizing cutting-edge sustainable solar power for the entire project; and

24 **WHEREAS**, the City has a robust water conservation program that includes rebates and
25 incentives, leak detection, outreach, and enforcement; and

1 **WHEREAS**, the 2018 City of Santa Fe Stormwater Management Strategy Plan includes
2 steps to ensure infiltration of stormwater to increase biodiversity in the watershed, control soil
3 erosion, reduce pollutants in the City's arroyos and river and to provide shade, beauty, wildlife
4 habitat, and wind protection along trails, streets, parks, and open spaces; and

5 **WHEREAS**, the City has recognized both the historic and environmental benefits of
6 "Living River" flows and formalized this recognition through its adoption of the "Santa Fe River
7 Target Flow Ordinance" in 2012; and

8 **WHEREAS**, the City contains a diversity of habitat types, including pinion-juniper
9 woodlands, ponderosa pine, mixed-conifer, spruce-fir, and riparian forests, grasslands, wetlands,
10 shrublands, and varied aquatic ecosystems. Protection of all these varied habitat types will conserve
11 the City's rich biodiversity; and

12 **WHEREAS**, the City's diverse habitats support numerous Species of Greatest
13 Conservation Need including, but not limited to, the Black-tailed Prairie Dog (*Cynomys*
14 *ludovicianus*), Boreal Chorus Frog (*Pseudacris maculata*), Chestnut-collared Longspur (*Calcarius*
15 *ornatus*), Cyanic Milkvetch (*Astragalus cyaneus*), Grace's Warbler (*Setophaga graciae*), Gunnison's
16 Prairie Dog (*Cynomys gunnisoni*), Mexican Spotted Owl (*Strix occidentalis lucida*), Monarch
17 (*Danaus plexippus*), New Mexico Meadow Jumping Mouse (*Zapus hudsonius luteus*), New Mexico
18 Stickseed (*Hackelia hirsuta*), Northern Leopard Frog (*Lithobates pipiens*), Pinyon Jay
19 (*Gymnorhinus cyanocephalus*), Rio Grande Chub (*Gila pandora*), Rio Grande Sucker (*Catostomus*
20 *plebeius*), Santa Fe Cholla (*Cylindropuntia viridiflora*), Santa Fe Milkvetch (*Astragalus feensis*),
21 Southwestern Willow Flycatcher (*Empidonax trailii extimus*), Townsend's Big-Eared Bat
22 (*Corynorhinus townsendii*), Tufted Sand Verbena (*Abronia begelovii*), Virginia's Warbler
23 (*Leiothlypis virginiae*), Western Bumble Bee (*Bombus occidentalis*), and the western population
24 of the Yellow-billed Cuckoo (*Coccyzus americanus*); and

25 **WHEREAS**, the Northern Group of the Sierra Club, Rio Grande Chapter voted to endorse

1 the 30 by 30 Campaign and this resolution which supports local initiatives to conserve land and
2 water in Santa Fe County.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
4 **CITY OF SANTA FE** that the Governing Body:

5 1. Supports the 30 by 30 Campaign and science-based, locally led efforts to
6 conserve and restore at least 30 percent of lands and water by 2030;

7 2. Supports efforts by Congress to champion this goal, such as the 30 by 30
8 Campaign Resolution to Save Nature, introduced by Senators Tom Udall, and Michael
9 Bennet, and Representatives Deb Haaland, Joe Neguse, Ted Lieu, Ruben Gallegos, and Ed
10 Case;

11 3. Calls upon Congress to advance its own initiatives as well as support and
12 assist state and local efforts to achieve the goals as identified in the 30 by 30 Campaign
13 Resolution to Save Nature;

14 4. Will continue to conserve land with the development of parks, open space,
15 and trails, including practices that build healthy soils, control erosion, and support carbon
16 sequestration;

17 5. Will continue to work with the appropriate entities and stakeholders to
18 protect the integrity and water quality of the Rio Grande, the Santa Fe River, and local
19 stream systems within the City;

20 6. Will strengthen efforts to understand river flows necessary to support
21 aquatic, riparian, and wetland habitats, and the species that depend upon them;

22 7. Will continue to support and collaborate in the development of water
23 conservation and long-term water resource management and planning in partnership with
24 the County, the Santa Fe Watershed Association, other community groups, and local water
25 users;

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BE IT FURTHER RESOLVED that the City Clerk is directed to forward this Resolution to the New Mexico Congressional Delegation, the New Mexico Governor, Santa Fe Legislative Delegation, and other elected officials representing political subdivisions wholly or partially within the boundaries of the City.


PASSED, APPROVED, and ADOPTED this ____ day of _____, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

116TH CONGRESS
2D SESSION

H. RES. 835

Expressing the sense of the House of Representatives that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

IN THE HOUSE OF REPRESENTATIVES

FEBRUARY 6, 2020

Ms. HAALAND (for herself, Mr. NEGUSE, Mr. TED LIEU of California, Mr. GALLEG0, and Mr. CASE) submitted the following resolution; which was referred to the Committee on Natural Resources

RESOLUTION

Expressing the sense of the House of Representatives that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

Whereas access to public land, nature, and a healthy environment should be a right for all people, as that access is essential to the health, well-being, identity, cultures, and economic prosperity of the United States;

Whereas the United States faces a conservation and climate crisis, with nature in a steep decline and greenhouse gas emissions not declining at the rate scientists say is needed in the United States and worldwide;

Whereas scientists are documenting a rapid loss of natural areas and wildlife in the United States and throughout the world, including—

(1) a finding that, from 2001 to 2017, a quantity of natural areas equal to the size of a football field disappeared to development every 30 seconds in the United States, constituting more than 1,500,000 acres per year;

(2) a finding, published in the journal “Science”, that the United States and Canada have lost 2,900,000,000 birds since 1970, representing a decline of 29 percent;

(3) the identification by State fish and game agencies of approximately 12,000 animal and plant species in the United States that require proactive conservation efforts to avoid extinction, of which approximately $\frac{1}{3}$ will be lost in the next decades;

(4) a finding by the United States Fish and Wildlife Service that the United States has lost more than $\frac{1}{2}$ of all freshwater and saltwater wetlands in the contiguous 48 States; and

(5) the 2019 findings by the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services that—

(A) human activities are damaging $\frac{2}{3}$ of ocean areas;

(B) only 3 percent of ocean areas remain pristine;

(C) 15 percent of mangroves remain;

(D) 50 percent of coral reefs remain; and

(E) at the current rate of losses, less than 10 percent of the Earth will be free of substantial human impact by 2050;

Whereas climate change is accelerating the decline of nature in the United States;

Whereas the Third National Climate Assessment found that climate change—

(1) is reducing the ability of ecosystems to provide clean water and regulate water flows;

(2) is limiting the ability of nature to buffer communities against disasters such as fires, storms, and floods, which disproportionately impacts communities of color and indigenous populations; and

(3) is having far-reaching effects on marine and terrestrial wildlife, including by altering habitats, forcing changes to migratory patterns, and altering the timing of biological events;

Whereas the decline of natural areas and wildlife in the United States follows global patterns, as the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services found that approximately 1,000,000 plant and animal species are threatened by extinction over the coming decades as a result of land conversion, development, climate change, invasive species, pollution, and other stressors;

Whereas nature, like the climate, is nearing a tipping point where the continued loss and degradation of the natural environment will—

(1) push many ecosystems and wildlife species past the point of no return;

(2) threaten the health and economic prosperity of the United States; and

(3) increase the costs of natural disasters, for which the Federal Government spent about \$91,000,000,000 in 2018;

Whereas the existing protections for land, the ocean, and wildlife in the United States are not sufficient to prevent a further decline of nature in the United States, with—

(1) only 12 percent of the land area in the United States permanently protected, mostly in Alaska and the West; and

(2) only 26 percent of Federal ocean territory permanently protected, the vast majority of which is in the remote western Pacific Ocean or northwestern Hawaii;

Whereas the United States has historically demonstrated leadership and resolve to protect, conserve, and restore the natural environment, including through a network of protected areas;

Whereas that network of protected areas is protected and supported by a variety of conservation laws passed at other times of crisis;

Whereas the United States—

(1) ranks among the top 5 countries in the world for the amount of wilderness-quality land and ocean remaining; and

(2) has the conservation experience and traditions necessary to make great strides in the protection of the remaining natural areas in the United States for future generations;

Whereas the Federal Government, the private sector, civil society, farmers, ranchers, fishing communities, and sportsmen have a history of working together to conserve the land and ocean of the United States;

Whereas the Exclusive Economic Zone of the United States, consisting of waters within 200 miles of the coastline—

(1) covers 4,500,000 square miles;

(2) is 23 percent larger than the landmass of the United States; and

(3) provides a home to various ocean habitats and ecosystems, including—

- (A) coral reefs;
- (B) kelp forests;
- (C) mangroves;
- (D) seagrass beds; and
- (E) deep-sea corals;

Whereas conserving and restoring nature is one of the most efficient and cost-effective strategies for fighting climate change;

Whereas, to confront the deterioration of natural systems and the loss of biodiversity around the world, and to remain below a 1.5 degrees Celsius increase in average global temperature, scientists recommend that roughly 1/2 of the planet be conserved; and

Whereas, as a step toward achieving that goal, some scientists have recommended that all countries commit to conserving and protecting at least 30 percent of the land and 30 percent of the ocean in each country by 2030, with a long-term goal of conserving 1/2 of the planet: Now, therefore, be it

1 *Resolved*, That it is the sense of the House of Rep-
2 resentatives that—

3 (1) given the evidence as of October 2019, the
4 Federal Government should establish a national goal
5 of conserving at least 30 percent of the land and 30
6 percent of the ocean within the territory of the
7 United States by 2030;

1 (2) the goal described in paragraph (1) should
2 be accomplished through an effort that includes the
3 objectives of—

4 (A) working with local communities, Indian
5 Tribes, States, and private landowners to con-
6 serve natural places and resources;

7 (B) improving access to nature for all peo-
8 ple in the United States, including for commu-
9 nities of color and economically disadvantaged
10 communities;

11 (C) sequestering carbon and greenhouse
12 gas emissions in the land and ocean of the
13 United States;

14 (D) increasing public incentives for private
15 landowners to voluntarily conserve and protect
16 areas of demonstrated conservation value and
17 with a high capacity to sequester carbon and
18 greenhouse gas emissions;

19 (E) focusing work at a large-landscape
20 scale that is biologically and ecologically mean-
21 ingful;

22 (F) preventing extinction by recovering
23 and restoring animal and plant species;

1 (G) stabilizing ecosystems and the services
2 of ecosystems, restoring degraded ecosystems,
3 and maintaining ecological functions; and

4 (H) increasing economic opportunities for
5 farmers, ranchers, fishermen, and foresters; and

6 (3) the goal described in paragraph (1) and the
7 objectives described in paragraph (2) should be ac-
8 complished through an effort that—

9 (A) makes science the foundation of con-
10 servation decisions by providing communities
11 access to sound, up-to-date scientific informa-
12 tion about—

13 (i) the land and waters around those
14 communities; and

15 (ii) how the land and waters around
16 those communities are changing in a
17 warming world;

18 (B) respects Tribal sovereignty and the
19 right to Tribal self-determination so that Amer-
20 ican Indian, Alaska Native, and Native Hawai-
21 ian communities can fulfill what each views as
22 priorities for the stewardship of the natural,
23 cultural, and historic resources of the commu-
24 nity;

1 (C) protects private property rights and
2 traditional land uses and enables land owners
3 to pass down the working land of those land
4 owners to the next generation because private
5 land accounts for approximately 60 percent of
6 the land area in the contiguous 48 States;

7 (D) addresses environmental justice and
8 the necessity of a more equitable distribution of
9 the benefits of nature to all people, including
10 communities of color and economically dis-
11 advantaged communities;

12 (E) takes into account a wide range of
13 flexible and enduring conservation solutions;

14 (F) involves the design and implementation
15 of objectives and strategies locally and region-
16 ally; and

17 (G) provides tools and resources to ensure
18 that the areas described in subparagraphs (A)
19 through (C) are effectively managed for con-
20 servation values and to sequester carbon and
21 greenhouse gas emissions.

○

116TH CONGRESS
1ST SESSION

S. RES. 372

Expressing the sense of the Senate that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

IN THE SENATE OF THE UNITED STATES

OCTOBER 22, 2019

Mr. UDALL (for himself, Mr. BENNET, Mr. DURBIN, Ms. HARRIS, Mr. BOOKER, Mr. VAN HOLLEN, Mr. BLUMENTHAL, Mr. MERKLEY, Mrs. FEINSTEIN, and Ms. WARREN) submitted the following resolution; which was referred to the Committee on Energy and Natural Resources

RESOLUTION

Expressing the sense of the Senate that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

Whereas access to public land, nature, and a healthy environment should be a right for all people, as that access is essential to the health, well-being, identity, cultures, and economic prosperity of the United States;

Whereas the United States faces a conservation and climate crisis, with nature in a steep decline and greenhouse gas emissions not declining at the rate scientists say is needed in the United States and worldwide;

Whereas scientists are documenting a rapid loss of natural areas and wildlife in the United States and throughout the world, including—

(1) a finding that, from 2001 to 2017, a quantity of natural areas equal to the size of a football field disappeared to development every 30 seconds in the United States, constituting more than 1,500,000 acres per year;

(2) a finding, published in the journal “Science”, that the United States and Canada have lost 2,900,000,000 birds since 1970, representing a decline of 29 percent;

(3) the identification by State fish and game agencies of approximately 12,000 animal and plant species in the United States that require proactive conservation efforts to avoid extinction, of which approximately $\frac{1}{3}$ will be lost in the next decades;

(4) a finding by the United States Fish and Wildlife Service that the United States has lost more than $\frac{1}{2}$ of all freshwater and saltwater wetlands in the contiguous 48 States; and

(5) the 2019 findings by the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services that—

(A) human activities are damaging $\frac{2}{3}$ of ocean areas;

(B) only 3 percent of ocean areas remain pristine;

(C) 15 percent of mangroves remain;

(D) 50 percent of coral reefs remain; and

(E) at the current rate of losses, less than 10 percent of the Earth will be free of substantial human impact by 2050;

Whereas climate change is accelerating the decline of nature in the United States;

Whereas the Third National Climate Assessment found that climate change—

(1) is reducing the ability of ecosystems to provide clean water and regulate water flows;

(2) is limiting the ability of nature to buffer communities against disasters such as fires, storms, and floods, which disproportionately impacts communities of color and indigenous populations; and

(3) is having far-reaching effects on marine and terrestrial wildlife, including by altering habitats, forcing changes to migratory patterns, and altering the timing of biological events;

Whereas the decline of natural areas and wildlife in the United States follows global patterns, as the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services found that approximately 1,000,000 plant and animal species are threatened by extinction over the coming decades as a result of land conversion, development, climate change, invasive species, pollution, and other stressors;

Whereas nature, like the climate, is nearing a tipping point where the continued loss and degradation of the natural environment will—

(1) push many ecosystems and wildlife species past the point of no return;

(2) threaten the health and economic prosperity of the United States; and

(3) increase the costs of natural disasters, for which the Federal Government spent about \$91,000,000,000 in 2018;

Whereas the existing protections for land, the ocean, and wildlife in the United States are not sufficient to prevent a further decline of nature in the United States, with—

(1) only 12 percent of the land area in the United States permanently protected, mostly in Alaska and the West; and

(2) only 26 percent of Federal ocean territory permanently protected, the vast majority of which is in the remote western Pacific Ocean or northwestern Hawaii;

Whereas the United States has historically demonstrated leadership and resolve to protect, conserve, and restore the natural environment, including through a network of protected areas;

Whereas that network of protected areas is protected and supported by a variety of conservation laws passed at other times of crisis;

Whereas the United States—

(1) ranks among the top 5 countries in the world for the amount of wilderness-quality land and ocean remaining; and

(2) has the conservation experience and traditions necessary to make great strides in the protection of the remaining natural areas in the United States for future generations;

Whereas the Federal Government, the private sector, civil society, farmers, ranchers, fishing communities, and sportsmen have a history of working together to conserve the land and ocean of the United States;

Whereas the Exclusive Economic Zone of the United States, consisting of waters within 200 miles of the coastline—

(1) covers 4,500,000 square miles;

(2) is 23 percent larger than the landmass of the United States; and

(3) provides a home to various ocean habitats and ecosystems, including—

- (A) coral reefs;
- (B) kelp forests;
- (C) mangroves;
- (D) seagrass beds; and
- (E) deep-sea corals;

Whereas conserving and restoring nature is one of the most efficient and cost-effective strategies for fighting climate change;

Whereas, to confront the deterioration of natural systems and the loss of biodiversity around the world, and to remain below a 1.5 degrees Celsius increase in average global temperature, scientists recommend that roughly 1/2 of the planet be conserved; and

Whereas, as a step toward achieving that goal, some scientists have recommended that all countries commit to conserving and protecting at least 30 percent of the land and 30 percent of the ocean in each country by 2030, with a long-term goal of conserving 1/2 of the planet: Now, therefore, be it

1 *Resolved*, That it is the sense of the Senate that—

2 (1) given the evidence as of October 2019, the

3 Federal Government should establish a national goal

4 of conserving at least 30 percent of the land and 30

5 percent of the ocean within the territory of the

6 United States by 2030;

1 (2) the goal described in paragraph (1) should
2 be accomplished through an effort that includes the
3 objectives of—

4 (A) working with local communities, Indian
5 Tribes, States, and private landowners to con-
6 serve natural places and resources;

7 (B) improving access to nature for all peo-
8 ple in the United States, including for commu-
9 nities of color and economically disadvantaged
10 communities;

11 (C) sequestering carbon and greenhouse
12 gas emissions in the land and ocean of the
13 United States;

14 (D) increasing public incentives for private
15 landowners to voluntarily conserve and protect
16 areas of demonstrated conservation value and
17 with a high capacity to sequester carbon and
18 greenhouse gas emissions;

19 (E) focusing work at a large-landscape
20 scale that is biologically and ecologically mean-
21 ingful;

22 (F) preventing extinction by recovering
23 and restoring animal and plant species;

1 (G) stabilizing ecosystems and the services
2 of ecosystems, restoring degraded ecosystems,
3 and maintaining ecological functions; and

4 (H) increasing economic opportunities for
5 farmers, ranchers, fishermen, and foresters; and

6 (3) the goal described in paragraph (1) and the
7 objectives described in paragraph (2) should be ac-
8 complished through an effort that—

9 (A) makes science the foundation of con-
10 servation decisions by providing communities
11 access to sound, up-to-date scientific informa-
12 tion about—

13 (i) the land and waters around those
14 communities; and

15 (ii) how the land and waters around
16 those communities are changing in a
17 warming world;

18 (B) respects Tribal sovereignty and the
19 right to Tribal self-determination so that Amer-
20 ican Indian, Alaska Native, and Native Hawai-
21 ian communities can fulfill what each views as
22 priorities for the stewardship of the natural,
23 cultural, and historic resources of the commu-
24 nity;

1 (C) protects private property rights and
2 traditional land uses and enables land owners
3 to pass down the working land of those land
4 owners to the next generation because private
5 land accounts for approximately 60 percent of
6 the land area in the contiguous 48 States;

7 (D) addresses environmental justice and
8 the necessity of a more equitable distribution of
9 the benefits of nature to all people, including
10 communities of color and economically dis-
11 advantaged communities;

12 (E) takes into account a wide range of
13 flexible and enduring conservation solutions;

14 (F) involves the design and implementation
15 of objectives and strategies locally and region-
16 ally; and

17 (G) provides tools and resources to ensure
18 that the areas described in subparagraphs (A)
19 through (C) are effectively managed for con-
20 servation values and to sequester carbon and
21 greenhouse gas emissions.

○

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: x


Short Title(s): Supporting 30 By 30 Campaign

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Utilities

Staff Completing FIR: Neal Denton Date: 12/29/20 Phone: (505) 955-2229

Reviewed by City Attorney:  Date: Jan 12, 2021

Reviewed by Finance Director:  Date: Jan 12, 2021

Summary:

This Resolution supports H. Res. 835 and S. Res 372, which urge the federal government to establish a goal of conserving at least 30% of the land and 30% of the ocean within its territory by 2030. It resolves that staff continue their work to preserve soils, conserve water, and protect water quality.

Departments Affected:

Public Utilities, Public Works

Consequences of Not Enacting Legislation:

None identified.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

There is no expected increase in workload or staff time spent on activities resulting from this resolution. It supports a resolution of the federal government, which has the potential to increase funding opportunities for the City of Santa Fe to spend on land conservation through establishment of parks, open space, and trails, as well as water conservation through the diverse efforts of the Water Division.

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 |
|---|----------|----------|----------|-------------------|-------------------------------------|-------|-------------------|
| <u>Personnel and Benefits*</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | _____ |
| <u>Capital Outlay</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | _____ |
| <u>Contractual/ Professional Services</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | _____ |
| <u>Operating</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | \$ _____ |
| <u>Total:</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | \$ _____ |

* 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: 

Email: nhdenton@santafenm.gov

Signature: 

Shirlene Sittton (Jan 12, 2021 12:23 MST)

Email: sesittton@santafenm.gov

Signature: 

Shannon Jones (Jan 12, 2021 10:09 MST)

Email: swjones@santafenm.gov

| |
|--|
| ACTION SHEET |
| ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/21 |
| FOR CITY COUNCIL MEETING OF 01/27/21 |

- a) Request for Approval of Buckman Direct Diversion Shared Pool Agreement with Santa Fe County. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

| | | |
|---------------------------------------|--|----------------|
| Committee | | Review: |
| Public Works and Utilities Committee: | | 01/11/21 |
| Finance Committee: | | 01/19/21 |
| Governing Body: 01/27/21 | | |

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 | | |

01/13-21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021

ISSUE NO. 8B

Request for Approval of Buckman Direct Diversion Shared Pool Agreement with Santa Fe County. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

Committee Review:
 Public Works and Utilities Committee: 01/11/21
 Finance Committee: 01/19/21
 Governing Body: 01/27/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler. Unanimously approved to forward to 01/19/2021 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 | | | |
|---|--|--|--|
| PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020 | | | |
| ISSUSE NO. 8C | | | |
| Request for Approval of Buckman Direct Diversion Shared Pool Agreement with Santa Fe County. (Jesse Roach, Water Division Director, jdroach@santafenm.gov , 955-4309). | | | |
| Committee Review: | | | |
| Public Works and Utilities Committee: 12/16/20 | | | |
| Finance Committee: 01/04/21 | | | |
| Governing Body: 01/13/21 | | | |
| PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Item postponed until next PWPUC meeting | | | |
| 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

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: December 15, 2020

To: Public Works & Public Utilities Committee January 11, 2021
Finance Committee January 19, 2021
Governing Body January 27, 2021

Via: Shannon Jones, Public Utilities Department Director 
Shannon Jones (Dec 16, 2020 09:27 MST)

From: Jesse Roach, Water Division Director, Public Utilities Department 

ITEM

BDD Shared Pool Agreement

BACKGROUND

The Buckman Direct Diversion (BDD) Shared Pool Agreement (Shared Pool) is a proposed agreement between the City and County to allow for multi-year accounting of water use by each entity at BDD. The Shared Pool makes the County’s water resource portfolio more resilient with potential operational and water resources advantages to the City.

Water resources used at Buckman Direct Diversion

The City of Santa Fe (City) and Santa Fe County (County) are co-owners of the BDD. The water resource used by the City at BDD is “imported” San Juan – Chama (SJC) water, and the City has the ability to store that water in Heron and Abiquiu Reservoirs for use on demand. While the County also has SJC water, the majority of the water resource used by the County at BDD is “native” Rio Grande water without associated storage.

Advantages to the City of Sharing Water Resources

Generally SJC water with storage offers more operational flexibility than native water without storage, but there are some advantages to the City in being able to utilize native water from the County when it is available in excess of County demand, in exchange for the County utilizing City SJC water when the native water is not available. There are two advantages to the City:

1. Operational flexibility and discretionary BDD shutdowns. The City is the Project Manager of the BDD, and in certain years may choose to reduce costs and cross train operators from BDD at Canyon Road Water Treatment Plant (CRWTP) during annual scheduled shutdowns of BDD.
2. SJC water can get locked in storage during Abiquiu flood control operations. Among other purposes, Abiquiu Dam is operated to prevent downstream river flows along the Chama from exceeding approximately 1800 cubic feet per second (cfs). Currently, when native water is stored for flood control purposes, it must be evacuated as quickly as possible, meaning that when Abiquiu has stored flood waters there is no room in the 1800 cfs “pipe” to move SJC water down to BDD. When this occurs, there is more native water in the system than the County can use and it is advantageous to the City to be able to use it also.

Advantages to the County of Sharing Water Resources

It is very advantageous to the County to be able to “loan” native water to the City at BDD when available and be repaid when the native water is not available. This provides the County with a mechanism to (indirectly) store native water and with this firm up and extend the existing native supply portfolio.

1. Indirect native water storage. The county effectively stores water by loaning it when available and getting it back later. The Annual Operating Plan at BDD already incorporates “Optimized Annual Water Resources Accounting”, which allows this exchange to occur when BDD is operational within a given calendar year. The BDD Shared Pool extends this ability to “storage” of native water across years and “repayment” when BDD is offline.
2. Additional backup water supply. In the Water Resources Agreement between the City and the County, the City promises to provide up to 1350 acre feet per year (AFY) of backup water supply (for context, total City Demand is about 8000 AFY). The BDD Shared Pool, could extend this backup by between 500 and 1000 AFY depending on the extent to which the City would need to rely on wells to meet County demand.

General Terms of the BDD Shared Pool Agreement

Deposits to BDD Shared Pool. When County native water is diverted at BDD and used by the City, 90% of that diversion will be credited to the shared pool to a total maximum of 1100 AF. The lost 10% is consistent with typical City losses between production and metered delivery known as “unaccounted water”.

Withdrawals from the BDD Shared Pool. When BDD is off, the Shared Pool will be drawn down as the City delivers water to the County from one of the City’s other 3 sources of water. The rate of drawdown and the cost to the County will vary depending on why BDD is shutdown.

Discretionary Shutdown: When BDD is shut down by the City for reasons of cost savings or operational efficiencies, the County will receive 1 unit of water for every 1 unit of Shared Pool drawdown and will pay the City a rate equivalent to the marginal cost of water production at BDD and no wheeling fee. The intent is that under this case the County be financially unaffected by the shutdown.

Non-discretionary Shutdown: When BDD is off for an unplanned reason such as low river flows, high sediment in the river, or equipment failure, the County will receive 1 unit of water for 1.1 units of Shared Pool drawdown (the lost 10% representative of a one-time 10% loss the City pays for the ability to store SJC water in Abiquiu), and will pay the City a rate equivalent to the marginal cost of water production at BDD and an additional fee for the “wheeling” of water through the City pipes.

BDD Shared Pool Losses and Limits: The County cannot build up more than 1100 AF of credit in the Shared Pool, and loses 10% per year from the pool (representative of the approximate rate of loss of SJC water stored in Abiquiu to evaporation). During an extended unplanned shutdown the City may limit the deliveries of Shared Pool water to a rate of 1 million gallons per day and an annual volume of 500 AFY. The volume limit is invoked if the City’s groundwater pumping will be more than 6000 AFY (a volume that hasn’t been pumped by the City since 2006, but was pumped 15 of 18 years between 1989 and 2006). The agreement can be cancelled by either party with 60 days written notice.

Potential Disadvantages to the City of the BDD Shared Pool

The BDD Shared Pool allows the County to “store” native water when they have a surplus and call on that water when BDD is down. If BDD goes down and local surface water is limited, the City will need to rely on wells for 1) City use, 2) County use of built up Shared Pool water, and 3) backup water guaranteed to the County. The Shared Pool extends “added” County backup demand from 1350 AFY to 1850 AFY in a year with limited local surface water. I believe this is acceptable within the context of current supply and demand, but will need to be periodically revisited.

Potential Near-term Advantage to the City of the BDD Shared Pool

Currently the County owns native water rights in the Rio Grande in excess of County demand. The Shared Pool allows the County to take advantage of this surplus up to a cap of 1100 AF. Once the Shared Pool has been built up, the County may choose to continue to allow City use of Native water at BDD beyond just what is necessary to “top off” the Shared Pool each year. The County has no obligation to do so, but if the water cannot be used for another purpose, and City and County relations at the Utility level continue to be productive it is possible that the County would continue to make this water available for City use. By maximizing native water use at BDD, the City could stretch our SJC water further, leaving us in a better position to be the backup water source for the County.

EXAMPLE

The BDD Shared Pool can be a confusing concept. This table below is provided for illustrative purposes.

| | <i>No Shared Pool</i> | <i>With Shared Pool</i> |
|--|-----------------------|-------------------------|
| <i>City SJC water in storage Jan 1 (AF)</i> | <i>10,000</i> | <i>10,000</i> |
| <i>City total use at BDD (AF)</i> | <i>4,000</i> | <i>4,000</i> |
| <i>SJC (AF)</i> | <i>4,000</i> | <i>3,000</i> |
| <i>Native (AF)</i> | <i>0</i> | <i>1,000</i> |
| <i>Shared Pool Balance due to SFC (AF)</i> | <i>0</i> | <i>900</i> |
| <i>SJC Storage Losses (AF)</i> | <i>100</i> | <i>100</i> |
| <i>City SJC water in storage Dec 31 (AF)</i> | <i>5,900</i> | <i>6,900</i> |

Use of the Shared Pool results in more City SJC water in storage but a water debt for eventual payback to the County.

REQUEST

Request that the City enter into the BDD Shared Pool Agreement with signature of the attached agreement. The agreement can be cancelled at any time with 60 days written notice. The agreement was approved by the Board of County Commissioners on Tuesday November 10, 2020.






15Dec2020 BDDSharedPoolMemo

Final Audit Report

2020-12-16

| | |
|-----------------|--|
| Created: | 2020-12-15 |
| By: | Jesse Roach (jdroach@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAI_wsHgPWt5nHUNW6EQvZET-XdAATGfCf |

"15Dec2020 BDDSharedPoolMemo" History

-  Document created by Jesse Roach (jdroach@santafenm.gov)
2020-12-15 - 11:19:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-15 - 11:24:13 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-12-15 - 11:42:00 PM GMT- IP address: 174.237.140.31
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-12-16 - 4:27:42 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-12-16 - 4:27:42 PM GMT

**BUCKMAN DIRECT DIVERSION (“BDD”)
SHARED POOL AGREEMENT**

This BDD Shared Pool Agreement (“Agreement”) is between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the City of Santa Fe (“City”), a New Mexico home-rule municipality (together the “Parties”).

Recitals

- A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement ("JPA") executed on March 7, 2005.
- B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.
- C. The purpose of this Agreement is to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.

Agreement

- 1. **Establishment of the BDD Shared Pool.** The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.
- 2. **Deposits into the BDD Shared Pool.** On or before December 1 of each year, the County will advise the City and the BDD of the quantity of additional County native water rights that will be available the coming year for diversion by the BDD for delivery to the City. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water, subject to the following conditions and limitations:

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

3. **Withdrawals and Deliveries from the BDD Shared Pool.** The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. **Discretionary Shutdowns.** When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 day's written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources.
- b. **Non-Discretionary Shutdowns.** When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir is a component of City back-up supply and is subject to a one-time reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million gallons per day during a Non-Discretionary shutdown.

4. **Accounting of Credit Balance.** The Parties shall calculate and maintain a running balance of the quantity of County water credits in the BDD Shared Pool. The County's water credit balance shall be increased by the quantity of additional deposits to and reduced by the amount of new withdrawals from the BDD Shared Pool. The County's water credit balance will be reduced at the end of each calendar year by 10% of the December 31st value to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. Deposits made to the BDD Shared Pool not used within a calendar year shall be carried over to the next year and credited to the County's running balance. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

5. **Cost Accounting and Billing.**

- a. **City Costs.** The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. **County Costs.** For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for water delivered by the City to the County during Non-Discretionary shutdowns, the County will pay the City for wheeling the water through the City system based on the rate specified in the WRA. The County will not pay a wheeling fee for water delivered by the City during Discretionary shutdowns. If during a Non-Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling rates.

6. **WRA Unaffected.** This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

7. **Term.**

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

8. **Amendment.** This Agreement may be modified only by a written amendment signed by the Parties.

9. **Dispute Resolution.** The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

10. **Entire Agreement.** This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

12. **Law.** The laws of the State of New Mexico shall govern this Agreement

13. **Notices.** Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Alan M. Webber, Mayor

Date

Attestation:

City Clerk

Date

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Jan 5, 2021 11:11 MST)

Jan 5, 2021

Senior Assistant City Attorney

Date

Approved as to Finance:

Mary McCoy, Finance Director

Date

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney
Finance Division:

Date

Yvonne S. Herrera
Finance Director

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By: _____

Date






2021 0079 PW AG - BDD Shared Pool Agreement.12.18.2020

Final Audit Report

2021-01-05

| | |
|-----------------|--|
| Created: | 2021-01-05 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAtRKE9Yvc_ow7ecaHsq2bVXhW0NWaqahu |

"2021 0079 PW AG - BDD Shared Pool Agreement.12.18.2020" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-05 - 6:07:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-05 - 6:08:21 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-05 - 6:08:40 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-05 - 6:11:25 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2021-01-05 - 6:11:25 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: City of Santa Fe/ Santa Fe County

Description: **Buckman Direct Diversion Shared Pool Agreement. No procurement associated with the agreement. Cost Accounting and Billing will vary and term is continuous until terminated by one of the parties**

Contract Agreement Lease / Rent Amendment

Term Start Date: When signed Term End Date: when terminated by +

Approved by Council Date: pending

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: There is no procurement for this "Shared Pool Agreement"

Fran D'Amico
Fran D'Amico (Jan 6, 2021 9:06 MST)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Water Enterprise Fund Org / Object: 5050381.565010

Alexis Lotero
Alexis Lotero (Jan 6, 2021 16:54 MST)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

The County's going to do this. What is Eldorado going to do? It's all about the County. The County is providing water. But I'm okay with it, Mr. Chair. Just putting it out for the record, because in ten years when we figure this out. But thank you, Mr. Chair, for the opportunity. I appreciate all my colleagues as well.

CHAIR ROYBAL: Thank you, Commissioner Garcia. Any other comments or questions? Okay, I'm going to go to a roll call vote on this item.

The motion passed by unanimous [5-0] roll call vote.

3. E. Request Authorization for the County Manager to Finalize and Execute on Behalf of Santa Fe County the BDD Shared Pool Agreement Between Santa Fe County and City of Santa Fe

MR. DUPUIS: Thank you, Mr. Chair. I appreciate the opportunity to provide a detailed review of the contents and background relative to the BDD shared pool agreement. Since 2018 the City of Santa Fe and the County have collaborated to manage water with the shared goal of using native water, native surface water to the greatest extent possible when it's available at the Buckman Direct Diversion, and preserving other sources for when it is not. This effort is terms the optimized annual water rights accounting and it's included in our Buckman Direct Diversion annual operating plan. It was the result of an extremely dry year in 2018 and the realistic fear that the BDD would be curtailed or even shut down due to low flows in the Rio Grande.

In implementing this arrangement both parties identified excess resources that can't be used independently. The County has excess native rights and cannot currently stored them in-basin. The City has excess storage capacity in multiple places, one of them being Abiquiu Reservoir that it's not fully utilizing. Through optimized accounting the City has been able to divert excess native water earlier in the year and the County in turn diverts an equal amount of stored City SJC water later in the year when native rights may not be available. This has been working incredibly well. It is limited through by a requirement to balance these diversions annually. The City has been limited in diverting County water by how much City the County can reasonably use later in the year.

This BDD shared pool agreement continues to optimize the accounting but removes the annual account balance requirement, therefore creating effectively a credit pool where the County can account for native water to the City's immediate use and then call on that credit in future years when the BDD is shut down or deliveries are curtailed otherwise.

This effectively increases the supply of backup water to the County, the primary goal of the Utilities Division from our most recent strategic planning process. This agreement it is important to mention as being temporary in nature and will only remain in place so long as both parties see benefit in it continuing. It sets reasonable limits on the amount of water the County can place in the pool, and the amount of credit water that can be called on in a given year. These are physical limitations relative to infrastructure capacity and concerns that were brought up, and depending upon the reason for shutdown, that's another element that adjusts how the terms apply and how the credit is used.

SFC CLERK RECORDED 12/10/2020

It also then leaves open the opportunity to negotiate more if mutually beneficial. It also accounts for any conveyance, diversion, or storage losses that may occur. The agreement also allows the City as operator of the BDD to shut down for any reason as long as the County is given three days notice and is not required to use more than 150 acre-feet of its credit water to account for the shutdown. This allows the City to act more nimbly based on its own needs and the County would pay the City for pool water at a rate equal to the variable costs of BDD water paid by the County during the same fiscal year in which the pool water was delivered.

In addition, during any unplanned shutdown the County would pay a wheeling fee for water wheeled through the City system in addition to the variable costs paid to BDD that year. In sum, the BDD shared pool agreement maximizes the use of our native surface water, providing the County with an additional relatively cheap backup supply of water in the event of a BCC shutdown. With that I stand for any questions.

CHAIR ROYBAL: Okay. Thank you, Mr. Dupuis. Do we have any questions from the Commission?

COMMISSIONER GARCIA: Mr. Chair, my colleagues that are actually on the BDD Board, could you guys – do you guys have comments on this stuff? Is this the best thing for the County or the community to do?

COMMISSIONER HANSEN: Mr. Chair.

CHAIR ROYBAL: Go ahead, Commissioner Hansen. And then I'm going to go to Commissioner Hamilton if you have additional remarks.

COMMISSIONER HANSEN: So I personally think that this is a very good deal for the County. I actually think it is a better deal for the County than it is for the City. But I think that being able to use our native water rights and making sure that we have a backup supply down the road is a good thing. Backup supply is one of the more important things that we need and BDD is a City-County ownership. It is not owned by the City; it is not owned by the County. It is owned by both of us and so I think this is also in the best interest of the BDD to move forward with this agreement and I will let Commissioner Hamilton also speak to this.

CHAIR ROYBAL: Commissioner Hamilton.

COMMISSIONER HAMILTON: Thank you, Mr. Chair. I guess I would personally characterize this as a very good mutual agreement. I think there are benefits on both sides. I think it's very valuable for the County and the City to move forward with this for the reasons Commissioner Hansen stated. There's frankly not that much to expand upon but this definitely feeds into our abilities to manage water more efficiently, to make good use of our abilities to conserve and store water and still have it available, and to do conjunctive management.

The things that we've been looking to do, this is kind of a rare opportunity to within the existing system and without having to do something additional, like building reservoirs or buying more water rights, or other things that may not even be available or feasible to really expand what we have to use and how we can use it. So I agree with Commissioner Hansen. This is a very valuable thing for us to do.

COMMISSIONER GARCIA: Mr. Chair.

CHAIR ROYBAL: I just want to first of all say thank you for sitting on this board. We really appreciate you representing the County on this important board, the

BDD Board. I sat on this board a couple of years or a few years so I really appreciate all the feedback and I appreciate that Commissioner Garcia asked for feedback from our respective peers that sit on this board and I think you guys are doing a great job. So Commissioner Garcia, I'm going to go you, sir.

COMMISSIONER GARCIA: Mr. Chair, great comments. Thank you, for sitting on these boards that we all sit on. It's hard being a policymaker. You all understand. But yes, thank you for sitting on that and one thing us policymakers, you all sit on the board. You go to the meetings and you realize that most citizens don't realize when they turn on that tap and how it works and how it needs to work and why the springs are not – why we don't get it. So I just want to say – there's no question. I'd just like to make a motion for approval, and Mr. Chair, thank you once again to my fellow Commissioners for sitting on the board.

COMMISSIONER HAMILTON: Second.

COMMISSIONER HANSEN: Second.

CHAIR ROYBAL: Thank you, Commissioner Garcia. I'm going to look like a second from both of our Commissioners that sit on that board. So we have a second from Commissioner Hamilton and Commissioner Hansen. Commissioner Hansen, did you have something under comment?

COMMISSIONER HANSEN: No. I do agree with Commissioner Hamilton that this is a good mutual agreement for both the City and the County.

CHAIR ROYBAL: Thank you. And thank you once again for sitting on this board. Commissioner Hughes, did you have anything under comments, sir?

COMMISSIONER HUGHES: Thank you, Mr. Chair. No, no comments really, but thanks to everybody who worked on this. It certainly sounds like a very good arrangement.

CHAIR ROYBAL: Thank you, sir. I'm going to go to Attorney Shaffer. He's got his hand up. Sir, would you like to go ahead?

MR. SHAFFER: I would just want to state for the record that the actual action item, what I understand the motion to be would be to authorize the County Manager to finalize and execute this agreement, as was the case with the previous agreement. The agreement that is in front of you this evening is fully formed. In other words, there aren't details that we anticipate at this point trying to work out, but we ask for that authority so that if there are non-significant changes that come about as it goes through the City approval process we have the flexibility to implement those things. So I did want to clarify that for the record. Thank you, Mr. Chair.

CHAIR ROYBAL: Thank you, Attorney Shaffer. Those are very important items because small issues like that can hang things up. So I'm going to go to each Commissioner and make sure that they're okay with that. Commissioner Hansen.

COMMISSIONER HANSEN: Yes, I understand that this is a request for authorization for the County Manager to finalize and execute this agreement. Thank you.

CHAIR ROYBAL: Thank you. Commissioner Hamilton.

COMMISSIONER HAMILTON: Yes. I understood that as well. Thank you.

CHAIR ROYBAL: Commissioner Garcia.

COMMISSIONER GARCIA: Yes, sir. Thank you, Mr. Chair.

SFC CLERK RECORDED 12/10/2020

CHAIR ROYBAL: Commissioner Hughes.

COMMISSIONER HUGHES: Yes. That's the understanding and it sounds good.

CHAIR ROYBAL: And a yes from Commissioner Roybal. I understand that. I think there is going to be minor details that come up that our Manager is more than capable of handling. So I'm going to go to a roll call vote.

The motion passed by unanimous [5-0] roll call vote.

3. F. Request Approval of Letter of Support for Joint City of Santa Fe and Santa Fe County Return Flow Pipeline

MR. DUPUIS: Thank you, Mr. Chair. This last item expresses the County's support to continue to explore a joint venture with the City of Santa Fe of a return flow pipeline project. The details of any such joint venture would have to be worked out as the letter makes very clear. The County's partnership is predicated on a thorough environmental impact study, a comparison of alternative strategies and garnering of public support. These all three are very critical and that includes working with the City to study the environmental impacts of the lower Santa Fe River and to conduct a public process to understand the community concern, and then develop any potential solutions together.

This includes a commitment to evaluating science-based target flows on the lower Santa Fe River to help mitigate the objective impacts at the heart of many community concerns. As it currently stands the return flow pipeline could provide the County with up to 300 acre-feet of additional supply. This supply, when utilized appropriately is drought resistant and could be used to supply the Eldorado Area Water and Sanitation District under the replacement water delivery agreement. And as previously indicated, supplying substantial amounts of water to the Eldorado Area Water and Sanitation District for its own use has the potential to recharge the aquifer beneath Eldorado and surrounding aquifers via high transmissivity pathways.

With that I stand for any questions.

COMMISSIONER GARCIA: Mr. Chair.

CHAIR ROYBAL: Do we have any questions from the Commission?

COMMISSIONER GARCIA: Mr. Chair, I have a quick question is I may.

CHAIR ROYBAL: Go ahead, Commissioner Garcia, and I'm looking for a show of hands if any other Commissioners have questions. Okay, I'm going to go to Commissioner Hughes next.

COMMISSIONER GARCIA: Awesome, Mr. Chair, John. So once again you did talk to Carl Dickens as the president of the La Cienega Valley Association and he's okay with us, me, voting for this letter as into exploring – not approving, exploring – what the pipeline can or may do. Correct?

MR. DUPUIS: Mr. Chair, Commissioner Garcia, that is correct. I spent a little over an hour today walking Mr. Dickens through the intent and as Manager Miller wisely guided us to include all three as a package so it's clear, or helps make clear the regional and bigger picture approach that we're trying to accomplish. So to answer your

SFC CLERK RECORDED 12/10/2020









GB BDD City-County Shared Pool Agreement

Final Audit Report

2021-01-07

| | |
|-----------------|--|
| Created: | 2021-01-05 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAFz5NOJ3Ousq3vxdYzSWxWF7Tp9IOzi3x |

"GB BDD City-County Shared Pool Agreement" History

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2021-01-06 - 11:51:42 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
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-  Agreement completed.
2021-01-07 - 0:06:31 AM GMT

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| ACTION SHEET |
| ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/21 |
| FOR CITY COUNCIL MEETING OF 01/27/21 |

b) Request for Approval of Amendment No. 3 in the amount of \$570,000 to Original Contract No. 19-0031 for On-Call Construction with GM Emulsion LLC. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

| | |
|---------------------------------------|----------------|
| Committee | Review: |
| Public Works and Utilities Committee: | 01/11/21 |
| Finance Committee: | 01/19/21 |
| Governing Body: 01/27/21 | |

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 | | |

01/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021

ISSUE NO. 8E

Request for Approval of Amendment No. 3 in the amount of \$570,00 to Original Contract No. 19-0031 for On-Call Construction with GM Emulsion LLC. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:
 Public Works and Utilities Committee: 01/11/21
 Finance Committee: 01/19/21
 Governing Body: 01/27/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Unanimously approved to forward to 01/19/2021 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: December 3, 2020

TO: Public Utilities and Finance Committees

FROM: Randy Lopez, Transmission & Distribution Supervisor 
Mike Moya, Transmission & Distribution Section Manager 

VIA: Shannon Jones, Public Utilities Department Director 
Jesse Roach, Water Division Director 

ITEM & ISSUE:

Request approval of Amendment #3 to the original contract # 19-0031 with GM Emulsion LLC.

BACKGROUND & SUMMARY:

The City of Santa Fe Water Division, Transmission & Distribution Section requests approval of an amendment #3 with GM Emulsion in the amount of \$570,000 plus nmgrt. The Public Works Department awarded BID 19/01/B to GM Emulsion in the amount of \$4,000,000 for a 2 year term through 1/9/2021, for On Call Roadway and Trails Construction. Amendment #1 was approved on 5/8/20, increasing the yearly amount for the Water Division by \$30,000 per FY for a total of \$120,000 plus nmgrt. Amendment #2 was approved by the City Council on 2/26/20 extending the term to 1/9/23 and increasing the amount by \$8,000,000 plus nmgrt for the Public Work Department. We are requesting approval to increase the amount for the Water Division through the term of the contract in the amount of \$570,000 plus nmgrt. This contract is for on call asphalt patching and will be utilized for most Water Division projects and emergencies. GM Emulsion does asphalt patching, sealing and tacking the roads with the Streets Division and has displayed exceptional workmanship at a low cost. Staff requests approval to the Budget Adjustment/Increase to fund this FY's amount of \$184,344 for the current Fiscal Year. Budget will be available upon approval of the attached BAR for FY 20/21 in Org/Obj # 5050386.520200, and will be requested as part of upcoming Budget requests in FY 20/21, FY 21/22 and FY 22/23 under the same Org/Obj #.

ACTION REQUESTED:

Please approve amendment #3 for GM Emulsions LLC and the Budget Adjustment request and forward to the City Council for approval.

| | |
|-----------------------------|--|
| Log # {Finance use only}: | |
| Batch # {Finance use only}: | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| | |
|---|-------------------|
| DEPARTMENT / DIVISION NAME PUD/Water | DATE 12/3/2020 |
|---|-------------------|

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|----------------------------|---------|--------|---------|------------------------------|------------------------------|
| <u>EXPENDITURES</u> | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |
| Rep. Maint Grounds & Roads | 5050386 | 520200 | | 184,344 | |
| | | | | | |
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| | | | | | |
| <u>REVENUES</u> | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |
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JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo

| | |
|------------|---|
| \$ 184,344 | - |
|------------|---|

Budget Increase from Cash Balance in Water Enterprise Fund for to fund
 the GM Emulsion amendment #3 for ON call Paving.

| | |
|--|----------------------------------|
| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 505 | (184,344) |
| | |
| | |
| TOTAL: | (184,344) |

| | | | |
|---|-------------------|---|---|
| Maya Martinez Prepared By <i>{print name}</i> | 12/3/2020 Date | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> | AJH (Dec 7, 2020 11:58 MST) |
| Division Director Signature <i>{optional}</i> | Date | CITY COUNCIL APPROVAL | Budget Officer Date |
| Shannon Jones (Dec 7, 2020 11:45 MST) | Date | City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/> | Finance Director <i>{≤ \$5,000}</i> Date |
| Department Director Signature | Date | Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/> | City Manager <i>{≤ \$60,000}</i> Date |

**CITY OF SANTA FE
AMENDMENT No. 3 TO
ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031; 19-0329; 20-0113**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE Agreement, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by five hundred and seventy thousand dollars (\$570,000), excluding gross receipts tax.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million six hundred and ninety thousand dollars (\$12,690,000) excluding applicable gross receipts taxes.

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 On-Call Construction Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
GM Emulsion, LLC.

ALAN M. WEBBER, MAYOR

Michelle M. Martinez

NAME & TITLE

Date: _____

Date: 12/7/2020

CRS #:03181502002

Business Registration #:19-00110289

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 2, 2020 14:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050386.520200
Business Unit/Line Item

AL
AL






2020 12 2 GM Emulsion

Final Audit Report

2020-12-02

| | |
|-----------------|--|
| Created: | 2020-12-02 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwO8RAXVky9gjUW-v2FKJcP4ogywz9-Bg |

"2020 12 2 GM Emulsion" History

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-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
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Signature Date: 2020-12-02 - 9:26:15 PM GMT - Time Source: server- IP address: 70.90.202.81
-  Agreement completed.
2020-12-02 - 9:26:15 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200807

Contractor: GM Emulsion

Description: ON Call Paving services

Contract Agreement Lease / Rent Amendment

Term Start Date: 1/9/19 Term End Date: 1/9/23

Approved by Council Date: 1/9/19

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 19-0031

Increase/(Decrease) Amount \$ 570000

Extend Termination Date to: na

Approved by Council Date: pending

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract 19-0031 approved by CC 1/9/19 RFP 19/01/B

#1 19-0329 CC approved 5/8/19. Increase compensation for Water Division

#2 20-0113 CC approved 2/26/20. Increase compensation and Term extension PWD

3. Procurement History: 19/01/B


Fran Duraway (Dec 15, 2020 18:04 MST)

Purchasing Officer Review:

Dec 15, 2020

Date:

Comment & Exceptions: _____

4. Funding Source: Water Enterprise fund.

Org / Object: 5050386.520200


Alexis Lopez (Dec 15, 2020 16:54 MST)

Budget Officer Approval:

Dec 15, 2020

Date:

Comment & Exceptions: BAR increase attached with the item for approval

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

EXHIBIT C1

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: GM EMULSION, LLC.

Procurement Title: ON CALL ROADWAY AND TRAILS CONSTRUCTION

Solicitation RFP#: "19/01/B

Department Requesting/Staff Member Public Utilities Dept. / Randy Lopez

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 | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included


Steve Perry (Dec 15, 2020 10:04 MST)

Purchasing Office attesting that information is reviewed _____

REQUIRED DOCUMENTS FOR BID FILE*

- | YES | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final Bid Document |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final RFQ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All addendums |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plan holders list |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Complete evaluation score sheets |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copies of all RFQ submittals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copies of all bid submittals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |

*

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Bidders/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|--------------------------|-------------------------------------|--|
| | | Contractor Disclosures & Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s)) |
| | | Contractor –Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| | | Subcontractor Disclosures |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| | | Subcontractor –Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: <u>Amendment to PSA pending City Council Approval</u> |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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 | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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 | |
|--------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) with no redactions |

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2020

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

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

| | |
|---|---|
| PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505 | CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACUITY, A Mutual Insurance Company 14184 INSURER B: Builders Trust of New Mexico INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507 | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | Z42975 | 4/12/2020 | 4/12/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | Z42975 | 4/12/2020 | 4/12/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | Z42975 | 4/12/2020 | 4/12/2021 | EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 5752 | 1/1/2020 | 1/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
| A | Leased/Rented Eqpt | | | Z42975 | 4/12/2020 | 4/12/2021 | Ded: \$1,000/Limit 300,000 |

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| City of Santa Fe PO Box 909 Santa Fe, NM 87504 | 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  |
|--|---|



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

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE, NM 87507

Owner: MICHELLE MARTINEZ

License Number: 110289

Issued Date: December 16, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

GM EMULSION LLC
5935 AGUA FRIA ST
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe Contract
On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

C. "You" and "your" refers to **(GM Emulsion, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **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.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **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.

35. **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.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

| | |
|------------------|---|
| Insert: | Michelle Martinez, Project Administrator |
| City Name | Santa Fe |
| E-mail Address | mrmartinez1@ci.santa-fe.nm.us |
| Telephone Number | (505) 955-6931 |
| Mailing Address. | 500 Market Street Suite 200 Santa Fe, NM 87501 |

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981


Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 1/18/19

CONTRACTOR:
GM Emulsion, LLC

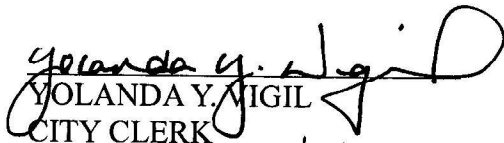

NAME AND TITLE

DATE: 1/3/2019

CRS# 03181502002

Registration # 18-00110289

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 1/9/2019

APPROVED AS TO FORM:

 9/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Various
Business Unit Line Item

| Item No. | Item Description | Item No. | Units | Approx. Quantity | GM Emulsions | | EMCO of Santa Fe | | Allied 360 Construction | |
|----------|--|----------|-----------|------------------|--------------|------------|------------------|------------|-------------------------|------------|
| | | | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | 201000 Clearing & Grubbing | 201000 | ALLOWANCE | 20,000 | 1.00 | 20,000.00 | 1.00 | 20,000.00 | 1.00 | 20,000.00 |
| 2 | 203000 Unclassified Excavation | 203000 | CY | 300 | 10.00 | 3,000.00 | 3.50 | 1,050.00 | 14.33 | 4,299.00 |
| 3 | 203100 Borrow | 203100 | CY | 300 | 15.00 | 4,500.00 | 11.00 | 3,300.00 | 17.72 | 5,316.00 |
| 4 | 203200 Subexcavation | 203200 | CY | 300 | 15.00 | 4,500.00 | 4.50 | 1,350.00 | 14.33 | 4,299.00 |
| 5 | 203205 Subexcavation and Re-compaction | 203205 | CY | 500 | 15.00 | 7,500.00 | 10.00 | 5,000.00 | 21.97 | 10,985.00 |
| 6 | 207000 Subgrade Preparation (1-500 SY/IN) | 207000 | SY/IN | 500 | 0.50 | 250.00 | 0.25 | 125.00 | 2.15 | 1,075.00 |
| 7 | 207000A Subgrade Preparation (501-1500 SY/IN) | 207000A | SY/IN | 1,500 | 0.30 | 450.00 | 0.25 | 375.00 | 1.91 | 2,865.00 |
| 8 | 207000B Subgrade Preparation (1501+ SY/IN) | 207000B | SY/IN | 3,500 | 0.30 | 1,050.00 | 0.25 | 875.00 | 0.45 | 1,575.00 |
| 9 | 208000 Linear Grading | 208000 | MILE | 1 | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | 5,730.00 | 5,730.00 |
| 10 | 209000 Bleeding and Reshaping | 209000 | MILE | 1 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 6,303.00 | 6,303.00 |
| 11 | 210000 Excavation and Backfill for Major Structures | 210000 | CY | 250 | 25.00 | 6,250.00 | 15.00 | 3,750.00 | 22.92 | 5,730.00 |
| 12 | 210005 Temporary Retaining Wall/Shoring | 210005 | SF | 150 | 20.00 | 3,000.00 | 40.00 | 6,000.00 | 19.58 | 2,937.00 |
| 13 | 302000 Process Placing & Compact Ext. Pmnt | 302000 | SY/IN | 2,410 | 1.50 | 3,615.00 | 1.50 | 3,615.00 | 1.34 | 3,229.40 |
| 14 | 303015 Base Course (1-500 SY/IN) | 303015 | SY/IN | 500 | 1.50 | 750.00 | 1.50 | 750.00 | 2.82 | 1,410.00 |
| 15 | 303015A Base Course (501-1500 SY/IN) | 303015A | SY/IN | 1,500 | 1.25 | 1,875.00 | 1.40 | 2,100.00 | 2.44 | 3,660.00 |
| 16 | 303015B Base Course (1501+ SY/IN) | 303015B | SY/IN | 3,500 | 1.25 | 4,375.00 | 1.25 | 4,375.00 | 1.96 | 6,860.00 |
| 17 | 403600 Open Graded Friction Course Complete (5/8") | 403600 | SY/IN | 2,000 | 12.00 | 24,000.00 | 9.00 | 18,000.00 | 9.32 | 18,640.00 |
| 18 | 407000 Asphalt Mill. For Tack Coat | 407000 | TON | 15 | 800.00 | 12,000.00 | 800.00 | 12,000.00 | 784.00 | 11,460.00 |
| 19 | 407001A Fog Seal for Roadway | 407001A | TON | 30 | 900.00 | 27,000.00 | 800.00 | 24,000.00 | 816.53 | 24,495.90 |
| 20 | 407001B Fog Seal for Trails | 407001B | TON | 30 | 1,000.00 | 30,000.00 | 900.00 | 27,000.00 | 926.35 | 27,790.50 |
| 21 | 408100 Prime Coat Material | 408100 | TON | 30 | 900.00 | 27,000.00 | 900.00 | 27,000.00 | 942.59 | 28,277.70 |
| 22 | 411000 Hot Poured Crack Sealing | 411000 | LB | 30,000 | 2.50 | 75,000.00 | 1.50 | 45,000.00 | 3.20 | 96,000.00 |
| 23 | 411100 Polymer Binder/Aggregate Blend Crack Repair (1"-6" Wide Cracks) | 411100 | LB | 20,000 | 3.00 | 60,000.00 | 3.00 | 60,000.00 | 4.73 | 94,600.00 |
| 24 | 414000 Cold Milling (Asphalt) (1-10,000 SY/IN) | 414000 | SY/IN | 10,000 | 1.33 | 13,300.00 | 1.30 | 13,000.00 | 2.11 | 21,100.00 |
| 25 | 414000A Cold Milling (Asphalt) (10,001-50,000 SY/IN) | 414000A | SY/IN | 50,000 | 1.33 | 66,500.00 | 1.30 | 65,000.00 | 2.01 | 100,500.00 |
| 26 | 414000B Cold Milling (Asphalt) (50,001+ SY/IN) | 414000B | SY/IN | 75,000 | 1.33 | 99,750.00 | 1.30 | 97,500.00 | 1.87 | 140,250.00 |
| 27 | 416000 Minor Pavement | 416000 | SY/IN | 2,500 | 12.00 | 30,000.00 | 6.00 | 15,000.00 | 7.31 | 18,275.00 |
| 28 | 417000 Miscellaneous Paving | 417000 | SY/IN | 2,500 | 10.00 | 25,000.00 | 6.00 | 15,000.00 | 10.46 | 26,150.00 |
| 29 | 417100 Asphalt Curb (6" Width) | 417100 | LF | 2,500 | 10.00 | 25,000.00 | 10.00 | 25,000.00 | 10.37 | 25,925.00 |
| 30 | 423250 HMA-SP-III Complete (1-10,000 SY/IN) | 423250 | SY/IN | 10,000 | 6.00 | 60,000.00 | 5.75 | 57,500.00 | 8.93 | 89,300.00 |
| 31 | 4234250A HMA-SP-III Complete (10,001-50,000 SY/IN) | 4234250A | SY/IN | 50,000 | 5.00 | 250,000.00 | 5.75 | 287,500.00 | 7.50 | 375,000.00 |
| 32 | 423250B HMA-SP-III Complete (50,001+ SY/IN) | 423250B | SY/IN | 75,000 | 4.50 | 337,500.00 | 5.75 | 431,250.00 | 6.12 | 459,000.00 |
| 33 | 423283 HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN) | 423283 | SY | 400 | 10.00 | 4,000.00 | 7.00 | 2,800.00 | 7.74 | 3,096.00 |
| 34 | 423283A HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN) | 423283A | SY/IN | 50,000 | 7.50 | 375,000.00 | 5.75 | 287,500.00 | 7.45 | 372,500.00 |
| 35 | 423283B HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN) | 423283B | SY/IN | 75,000 | 7.00 | 525,000.00 | 5.75 | 431,250.00 | 5.64 | 423,000.00 |
| 36 | 451060 Concrete Pmnt Complete-Replace In-Kind Dowelled & Wire Mesh | 451060 | SY/IN | 1,500 | 3.50 | 5,250.00 | 5.00 | 7,500.00 | 7.36 | 11,040.00 |
| 37 | 511000 Structural Concrete, Class A | 511000 | CY | 50 | 600.00 | 30,000.00 | 600.00 | 30,000.00 | 439.30 | 21,965.00 |
| 38 | 511500 Concrete Patch Work (1/4" to 1/2" Thick) | 511500 | SF | 1,500 | 3.50 | 5,250.00 | 3.00 | 4,500.00 | 4.06 | 6,090.00 |
| 39 | 511501 Stucco (Color Determined Per Project) | 511501 | SF | 1,500 | 3.00 | 4,500.00 | 5.00 | 7,500.00 | 4.06 | 6,090.00 |
| 40 | 515000 Reinforced Concrete for Minor Structures | 515000 | CY | 50 | 550.00 | 27,500.00 | 600.00 | 30,000.00 | 463.18 | 23,159.00 |
| 41 | 516000 Flowable Fill | 516000 | CY | 50 | 120.00 | 6,000.00 | 95.00 | 4,750.00 | 133.70 | 6,685.00 |
| 42 | 531001* Permanent Anti-Graffiti Protective Coat | 531001* | SF | 2,500 | 1.20 | 3,000.00 | 1.50 | 3,750.00 | 1.06 | 2,650.00 |
| 43 | 540060 Reinforced Bars Grade 60 | 540060 | LB | 15,000 | 1.20 | 18,000.00 | 1.50 | 22,500.00 | 1.20 | 18,000.00 |
| 44 | 543002 Metal Railing, Type D | 543002 | LF | 500 | 25.00 | 12,500.00 | 30.00 | 15,000.00 | 85.00 | 42,500.00 |
| 45 | 541200 Structural Steel for Miscellaneous Structures | 541200 | LB | 18,000 | 1.60 | 28,800.00 | 4.25 | 76,500.00 | 4.59 | 82,620.00 |
| 46 | 570012 12" Culvert Pipe | 570012 | LF | 30 | 30.00 | 900.00 | 30.00 | 900.00 | 30.56 | 916.80 |
| 47 | 570018 18" Culvert Pipe | 570018 | LF | 80 | 35.00 | 2,800.00 | 35.00 | 2,800.00 | 34.38 | 2,750.40 |
| 48 | 570024 24" Culvert Pipe | 570024 | LF | 30 | 42.00 | 1,260.00 | 40.00 | 1,200.00 | 43.93 | 1,317.90 |
| 49 | 570025 24" Culvert Pipe End Section | 570025 | EACH | 2 | 250.00 | 500.00 | 250.00 | 500.00 | 362.90 | 725.80 |
| 50 | 570030 30" Culvert Pipe | 570030 | LF | 30 | 55.00 | 1,650.00 | 50.00 | 1,500.00 | 57.30 | 1,719.00 |
| 51 | 570031 30" Culvert Pipe End Section | 570031 | EACH | 2 | 400.00 | 800.00 | 400.00 | 800.00 | 584.46 | 1,168.92 |
| 52 | 570036 36" Culvert Pipe | 570036 | LF | 30 | 60.00 | 1,800.00 | 60.00 | 1,800.00 | 62.75 | 1,882.50 |
| 53 | 570037 36" Culvert Pipe End Section | 570037 | EACH | 2 | 600.00 | 1,200.00 | 600.00 | 1,200.00 | 688.50 | 1,377.00 |
| 54 | 570048 48" Culvert Pipe | 570048 | LF | 30 | 90.00 | 2,700.00 | 80.00 | 2,400.00 | 764.00 | 22,920.00 |
| 55 | 570049 48" Culvert Pipe End Section | 570049 | EACH | 2 | 1,300.00 | 2,600.00 | 1,250.00 | 2,500.00 | 1,146.00 | 2,292.00 |
| 56 | 570425 18" Storm Drain Pipe | 570425 | LF | 30 | 45.00 | 1,350.00 | 30.00 | 900.00 | 36.29 | 1,098.70 |
| 57 | 570429 18" Storm Drain End Section | 570429 | EACH | 2 | 200.00 | 400.00 | 300.00 | 600.00 | 687.60 | 1,375.20 |
| 58 | 570437 24" Storm Drain Pipe | 570437 | LF | 30 | 70.00 | 2,100.00 | 60.00 | 1,800.00 | 34.86 | 1,045.80 |
| 59 | 570441 24" Storm Drain End Section | 570441 | EACH | 2 | 300.00 | 600.00 | 500.00 | 1,000.00 | 329.48 | 658.96 |
| 60 | 571000 3/8" Diamond Plate | 571000 | SF | 50 | 25.00 | 1,250.00 | 20.00 | 1,000.00 | 43.74 | 2,187.00 |
| 61 | 601000 Removal of Structures and Obstructions | 601000 | LS | \$ 20,000.00 | 1.00 | 20,000.00 | 1.00 | 20,000.00 | 1.00 | 20,000.00 |
| 62 | 601110 Removal of Surfacing | 601110 | SY/IN | 5,000 | 2.50 | 12,500.00 | 3.00 | 15,000.00 | 2.90 | 14,500.00 |
| 63 | 602000 Riprap Class A | 602000 | CY | 75 | 250.00 | 18,750.00 | 250.00 | 18,750.00 | 225.00 | 16,875.00 |
| 64 | 601010 Riprap Class B | 601010 | CY | 75 | 200.00 | 15,000.00 | 150.00 | 11,250.00 | 100.28 | 7,521.00 |

| | | | | | | | | | | |
|-----|----------|---|------|--------------|----------|------------|----------|------------|----------|-----------|
| 65 | 602030 | Riprap Class D | CY | 75 | 90.00 | 6,750.00 | 150.00 | 11,250.00 | 102.19 | 7,664.25 |
| 66 | 602200 | Riprap Class G | CY | 75 | 180.00 | 13,500.00 | 150.00 | 11,250.00 | 109.63 | 8,237.25 |
| 67 | 602200 | Gabions | CY | 350 | 250.00 | 87,500.00 | 280.00 | 98,000.00 | 238.75 | 83,562.50 |
| 68 | 603200 | Silt Fence | LF | 1,000 | 2.00 | 2,000.00 | 2.00 | 2,000.00 | 2.63 | 2,630.00 |
| 69 | 603220 | Check Dam Type I | LF | 80 | 15.00 | 900.00 | 30.00 | 1,800.00 | 19.10 | 1,146.00 |
| 70 | 603250 | Drop Inlet Protection Type 1 | EACH | 1 | 125.00 | 125.00 | 200.00 | 200.00 | 191.00 | 191.00 |
| 71 | 603251 | Drop Inlet Protection Type 2 | EACH | 1 | 125.00 | 125.00 | 175.00 | 175.00 | 169.99 | 169.99 |
| 72 | 603261 | Mulch Socks | LF | 500 | 2.25 | 1,125.00 | 2.25 | 1,125.00 | 2.15 | 1,075.00 |
| 73 | 603280 | SWPPP Plan Preparation & Maintenance | LS | \$ 15,000.00 | 1.00 | 15,000.00 | 1.00 | 15,000.00 | 1.00 | 15,000.00 |
| 74 | 606000 | Metal Barrier W-Beam | LF | 500 | 18.00 | 9,000.00 | 20.00 | 10,000.00 | 17.86 | 8,930.00 |
| 75 | 606010 | Metal Barrier Thrie-Beam | LF | 500 | 27.00 | 13,500.00 | 25.00 | 12,500.00 | 28.75 | 14,375.00 |
| 76 | 606050 | Metal Barrier End-Treatment (Anchorage) | EACH | 2 | 1,380.00 | 2,760.00 | 2,000.00 | 4,000.00 | 2,079.99 | 4,159.98 |
| 77 | 606051 | End Treatment TL-3 End Terminal | EACH | 2 | 2,300.00 | 4,600.00 | 2,500.00 | 5,000.00 | 2,434.30 | 4,868.60 |
| 78 | 606052 | End Treatment TL-2 End Terminal | EACH | 2 | 2,000.00 | 4,000.00 | 2,500.00 | 5,000.00 | 2,387.50 | 4,775.00 |
| 79 | 606050 | End Treatment Thri-Beam End Anchorage | EACH | 2 | 1,500.00 | 3,000.00 | 2,000.00 | 4,000.00 | 1,671.25 | 3,342.50 |
| 80 | 606499 | Post and Cable Barrier | LF | 500 | 15.00 | 7,500.00 | 15.00 | 7,500.00 | 18.15 | 9,075.00 |
| 81 | 607004 | Barbed Wire Fence 4' | LF | 500 | 2.50 | 1,250.00 | 5.00 | 2,500.00 | 6.31 | 3,155.00 |
| 82 | 607005 | Barbless Wire Fence 4' | LF | 500 | 2.50 | 1,250.00 | 5.00 | 2,500.00 | 5.97 | 2,985.00 |
| 83 | 607026 | Chain Link Fence 6' | LF | 200 | 20.00 | 4,000.00 | 20.00 | 4,000.00 | 26.27 | 5,254.00 |
| 84 | 607079 | Pedestrian/Bicycle Railing | LF | 500 | 42.00 | 21,000.00 | 40.00 | 20,000.00 | 63.03 | 31,515.00 |
| 85 | 607455 | Chain Link Gate 8'x8'R | EACH | 1 | 1,200.00 | 1,200.00 | 1,000.00 | 1,000.00 | 912.03 | 912.03 |
| 86 | 608004* | Concrete Sidewalk 4" (1-100 SY) | SY | 100 | 52.00 | 5,200.00 | 50.00 | 5,000.00 | 50.62 | 5,062.00 |
| 87 | 608005* | Concrete Sidewalk 4" (Colored) (1-100 SY) | SY | 100 | 54.00 | 5,400.00 | 52.50 | 5,250.00 | 59.68 | 5,969.00 |
| 88 | 608004A* | Concrete Sidewalk 4" (101-500 SY) | SY | 500 | 45.00 | 22,500.00 | 45.00 | 22,500.00 | 42.98 | 21,490.00 |
| 89 | 608005A* | Concrete Sidewalk 4" (Colored) (101-500 SY) | SY | 500 | 47.50 | 23,750.00 | 50.00 | 25,000.00 | 47.55 | 23,775.00 |
| 90 | 608004B* | Concrete Sidewalk 4" (501+SY) | SY | 600 | 42.00 | 25,200.00 | 42.50 | 25,500.00 | 45.84 | 27,504.00 |
| 91 | 608005B* | Concrete Sidewalk 4" (Colored)(501+SY) | SY | 600 | 40.00 | 24,000.00 | 50.00 | 30,000.00 | 50.62 | 30,372.00 |
| 92 | 608106* | Drive-Pad 6" | SY | 2,000 | 52.00 | 104,000.00 | 67.50 | 135,000.00 | 27.94 | 55,880.00 |
| 93 | 608106A* | Drive-Pad 6" (Colored) | SY | 2,000 | 60.00 | 120,000.00 | 73.35 | 146,700.00 | 27.94 | 55,880.00 |
| 94 | 608204* | Concrete Median Pavement 4" (Colored & Patterned) | SY | 1,000 | 60.00 | 60,000.00 | 55.00 | 55,000.00 | 26.03 | 26,030.00 |
| 95 | 608300 | Detachable Warning Plastics | SF | 1,000 | 25.00 | 25,000.00 | 25.00 | 25,000.00 | 23.40 | 23,400.00 |
| 96 | 608400* | ADA Ramp | SY | 300 | 60.00 | 18,000.00 | 63.00 | 18,900.00 | 57.30 | 17,190.00 |
| 97 | 608400A* | ADA Ramp (Colored) | SY | 300 | 62.00 | 18,600.00 | 72.00 | 21,600.00 | 61.00 | 19,300.00 |
| 98 | 609200* | Header Curb | LF | 250 | 18.00 | 4,500.00 | 25.00 | 6,250.00 | 11.94 | 2,985.00 |
| 99 | 609200A* | Header Curb (Colored) | LF | 250 | 20.00 | 5,000.00 | 27.50 | 6,875.00 | 13.00 | 3,250.00 |
| 100 | 609202* | 12"-18" Tall Cut-off Wall | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 13.23 | 3,307.50 |
| 101 | 609202A* | 12"-18" Tall Cut-off Wall (Colored) | LF | 250 | 24.00 | 6,000.00 | 35.00 | 8,750.00 | 16.00 | 4,000.00 |
| 102 | 609318* | Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) | LF | 250 | 24.00 | 6,000.00 | 30.00 | 7,500.00 | 18.15 | 4,537.50 |
| 103 | 609318A* | Concrete Sloped Curb & Gutter 6"x18" (251+LF) | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 16.72 | 8,360.00 |
| 104 | 609318B* | Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) (Colored) | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 15.05 | 3,762.50 |
| 105 | 609318C* | Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Colored) | LF | 500 | 18.00 | 9,000.00 | 27.50 | 13,750.00 | 14.19 | 7,095.00 |
| 106 | 609324* | Concrete Sloped Curb & Gutter 6"x24" (1-250 LF) | LF | 250 | 35.00 | 8,750.00 | 25.00 | 6,250.00 | 15.52 | 3,880.00 |
| 107 | 609324A* | Concrete Sloped Curb & Gutter 6"x24" (1-250 LF) Colored | LF | 250 | 24.00 | 6,000.00 | 30.00 | 7,500.00 | 26.51 | 6,627.50 |
| 108 | 609324B* | Concrete Sloped Curb & Gutter 6"x24"(251+LF) | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 17.19 | 8,595.00 |
| 109 | 609324C* | Concrete Sloped Curb & Gutter 6"x24" (251+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 30.00 | 15,000.00 | 17.39 | 8,695.00 |
| 110 | 609418* | Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) | LF | 25 | 32.00 | 800.00 | 30.00 | 750.00 | 25.36 | 634.00 |
| 111 | 609418A* | Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored | LF | 25 | 28.00 | 700.00 | 35.00 | 875.00 | 27.99 | 698.75 |
| 112 | 609418B* | Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) | LF | 250 | 20.00 | 5,000.00 | 25.00 | 6,250.00 | 15.14 | 3,785.00 |
| 113 | 609418C* | Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 15.52 | 3,880.00 |
| 114 | 609418D* | Concrete Barrier Curb & Gutter 6"x18" (250+LF) | LF | 500 | 18.00 | 9,000.00 | 25.00 | 12,500.00 | 15.00 | 7,500.00 |
| 115 | 609418E* | Concrete Barrier Curb & Gutter 6"x18" (250+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 30.00 | 15,000.00 | 15.43 | 7,715.00 |
| 116 | 609424* | Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) | LF | 30 | 30.00 | 900.00 | 30.00 | 900.00 | 29.61 | 888.30 |
| 117 | 609424A* | Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored | LF | 30 | 32.00 | 960.00 | 35.00 | 1,050.00 | 24.83 | 744.90 |
| 118 | 609424B* | Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) | LF | 250 | 24.00 | 6,000.00 | 25.00 | 6,250.00 | 23.83 | 5,957.50 |
| 119 | 609424C* | Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-250 LF) | LF | 250 | 26.00 | 6,500.00 | 27.50 | 6,875.00 | 24.25 | 6,062.50 |
| 120 | 609424D* | Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 23.25 | 11,625.00 |
| 121 | 609424E* | Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF) | LF | 500 | 22.00 | 11,000.00 | 27.50 | 13,750.00 | 24.75 | 12,375.00 |
| 122 | 609430* | Concrete Barrier Curb & Gutter 6"x30" (1-30 LF) | LF | 30 | 30.00 | 900.00 | 30.00 | 900.00 | 27.70 | 831.00 |

| | | | | | | | | | | |
|-----|----------|---|------|-------|-----------|-----------|-----------|-----------|----------|-----------|
| 123 | 609430A* | Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF) | LF | 30 | 32.00 | 960.00 | 35.00 | 1,050.00 | 26.74 | 802.20 |
| 124 | 609430B* | Concrete Barrier Curb & Gutter 6"x30" (31-250 LF) | LF | 250 | 26.00 | 6,500.00 | 30.00 | 7,500.00 | 17.67 | 4,417.50 |
| 125 | 609430C* | Concrete Barrier Curb & Gutter (Colored) 6"x30" (31-250 LF) | LF | 250 | 28.00 | 7,000.00 | 30.00 | 7,500.00 | 18.25 | 4,562.50 |
| 126 | 609430D* | Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 30.00 | 15,000.00 | 19.50 | 9,750.00 |
| 127 | 60430E* | Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF) | LF | 500 | 22.00 | 11,000.00 | 30.00 | 15,000.00 | 19.00 | 9,500.00 |
| 128 | 609600* | Concrete Vally Gutter & Fillet (6" X Variable Width) | SY | 500 | 42.00 | 21,000.00 | 67.50 | 33,750.00 | 40.59 | 20,295.00 |
| 129 | 609600A* | Concrete Vally Gutter & Fillet (Colored) (6" X Variable Width) | SY | 500 | 44.00 | 22,000.00 | 75.00 | 37,500.00 | 23.16 | 11,580.00 |
| 130 | 609706* | Concrete Laydown Curb & Gutter 6"x24" (1-25 LF) | LF | 25 | 28.00 | 700.00 | 25.00 | 625.00 | 24.02 | 600.50 |
| 131 | 609706A* | Concrete Laydown Curb & Gutter (Colored) 6"x24" (1-25 LF) | LF | 25 | 30.00 | 750.00 | 35.00 | 875.00 | 21.97 | 549.25 |
| 132 | 609706B* | Concrete Laydown Curb & Gutter 6"x24" (26-250 LF) | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 20.06 | 5,015.00 |
| 133 | 609706C* | Concrete Laydown Curb & Gutter (Colored) 6"x24" (26-250 LF) | LF | 250 | 24.00 | 6,000.00 | 35.00 | 8,750.00 | 18.15 | 4,537.50 |
| 134 | 609706D* | Concrete Laydown Curb & Gutter 6"x24" (251+ LF) | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 16.24 | 8,120.00 |
| 135 | 609706E* | Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF) | LF | 500 | 22.00 | 11,000.00 | 30.00 | 15,000.00 | 18.00 | 9,000.00 |
| 136 | 621000 | Mobilization | MILE | 1 | 2,000.00 | 2,000.00 | 3,000.00 | 3,000.00 | 2.00 | 2.00 |
| 137 | 623001 | MDI Type I (Urban) H=3'-1" to 6'0" | EACH | 1 | 2,900.00 | 2,900.00 | 5,000.00 | 5,000.00 | 4,011.00 | 4,011.00 |
| 138 | 623004 | MOD Med DI TI (Valley/U) H=3'1" to 6'0" | EACH | 1 | 2,800.00 | 2,800.00 | 5,000.00 | 5,000.00 | 4,297.50 | 4,297.50 |
| 139 | 623311 | CDI Type I/B to 4' | EACH | 1 | 3,600.00 | 3,600.00 | 5,000.00 | 5,000.00 | 4,255.88 | 4,255.88 |
| 140 | 623501 | Transverse Drop Inlet | EACH | 1 | 5,500.00 | 5,500.00 | 6,000.00 | 6,000.00 | 7,162.50 | 7,162.50 |
| 141 | 623600 | Junction Box | EACH | 1 | 400.00 | 400.00 | 500.00 | 500.00 | 658.95 | 658.95 |
| 142 | 632000 | Class A Seeding | ACRE | 1 | 5,000.00 | 5,000.00 | 9,000.00 | 9,000.00 | 2,758.04 | 2,758.04 |
| 143 | 632020 | Class C Seeding | ACRE | 1 | 5,000.00 | 5,000.00 | 6,000.00 | 6,000.00 | 3,151.50 | 3,151.50 |
| 144 | 632100 | Sleep Slope Seeding | ACRE | 1 | 15,000.00 | 15,000.00 | 11,000.00 | 11,000.00 | 5,500.00 | 5,500.00 |
| 145 | 632300 | Manhole Extension | EACH | 8 | 300.00 | 2,400.00 | 750.00 | 6,000.00 | 620.75 | 4,966.00 |
| 146 | 662400 | Manhole Adjustments (Frame and collar to be considered incidental to this pay item). | EACH | 8 | 900.00 | 7,200.00 | 625.00 | 5,000.00 | 950.00 | 7,600.00 |
| 147 | 662500 | Manhole Frame and Cover | EACH | 8 | 400.00 | 3,200.00 | 375.00 | 3,000.00 | 429.75 | 3,438.00 |
| 148 | 663110 | Remove and Relocate Existing Fire Hydrant | EACH | 2 | 600.00 | 1,200.00 | 2,500.00 | 5,000.00 | 716.25 | 1,432.50 |
| 149 | 663850 | Water Valve Adjustment | EACH | 5 | 350.00 | 1,750.00 | 400.00 | 2,000.00 | 382.00 | 1,910.00 |
| 150 | 663855 | Adjust Valve Box to Grade | EACH | 3 | 300.00 | 900.00 | 250.00 | 750.00 | 286.50 | 859.50 |
| 151 | 667110 | Mail Box Installation-Single | EACH | 1 | 150.00 | 150.00 | 250.00 | 250.00 | 119.38 | 119.38 |
| 152 | 667209 | Crusher Fines | CY | 500 | 20.00 | 10,000.00 | 20.00 | 10,000.00 | 55.39 | 27,695.00 |
| 153 | 667500 | Ballard | EACH | 50 | 550.00 | 27,500.00 | 150.00 | 315.15 | 315.15 | 15,757.50 |
| 154 | 667505 | Lay New Brick Sidewalk | SY | 500 | 95.00 | 47,500.00 | 125.00 | 62,500.00 | 86.91 | 43,455.00 |
| 155 | 667510 | Remove and Reset Brick Sidewalk | SY | 300 | 80.00 | 24,000.00 | 90.00 | 27,000.00 | 85.95 | 25,785.00 |
| 156 | 667515 | Liter Receptacle | EACH | 20 | 900.00 | 18,000.00 | 250.00 | 5,000.00 | 1,098.25 | 21,985.00 |
| 157 | 667520A | Park Bench 6' | EACH | 20 | 800.00 | 16,000.00 | 500.00 | 10,000.00 | 1,203.30 | 24,066.00 |
| 158 | 667527B | Park Bench 8' | EACH | 20 | 1,100.00 | 22,000.00 | 750.00 | 15,000.00 | 1,499.35 | 29,987.00 |
| 159 | 701000 | Panel Signs | SF | 150 | 16.00 | 2,400.00 | 15.00 | 2,250.00 | 17.53 | 2,629.50 |
| 160 | 701030 | Remove and Reset Panel Signs | EACH | 20 | 100.00 | 2,000.00 | 100.00 | 2,000.00 | 94.55 | 1,891.00 |
| 161 | 701100 | Steel/Base Post for Aluminum Signs (Marron U-Channel, Black w/ Breakable Base) | LF | 250 | 11.00 | 2,750.00 | 10.00 | 2,500.00 | 9.60 | 2,400.00 |
| 162 | 702810 | Traffic Control Management (Major) | DAY | 1 | 850.00 | 850.00 | 1,000.00 | 1,000.00 | 787.00 | 787.00 |
| 163 | 702810A | Traffic Control Management (Minor) | DAY | 1 | 450.00 | 450.00 | 400.00 | 400.00 | 620.75 | 620.75 |
| 164 | 702110 | Portable Changeable Message Sign | DAY | 1 | 450.00 | 450.00 | 125.00 | 125.00 | 1,432.50 | 1,432.50 |
| 165 | 702600 | Sequential Arrow Board Display | DAY | 1 | 190.00 | 190.00 | 100.00 | 100.00 | 955.00 | 955.00 |
| 166 | 703300 | Reflective Barrier Delineator | EACH | 10 | 60.00 | 600.00 | 25.00 | 250.00 | 16.24 | 162.40 |
| 167 | 704000 | Retroreflectorized Painted Markings 4" Layout Inclusive | LF | 1,000 | 1.00 | 1,000.00 | 0.25 | 250.00 | 1.91 | 1,910.00 |
| 168 | 704004 | Retroreflectorized Painted Markings 12" Layout Inclusive | LF | 250 | 3.00 | 750.00 | 4.00 | 1,000.00 | 5.83 | 1,467.50 |
| 169 | 704754 | Retroreflective Preformed Patterned Pymt Stripe 4"-380 IES 3M Tape | LF | 500 | 5.00 | 2,500.00 | 2.00 | 1,000.00 | 2.68 | 1,340.00 |
| 170 | 704762 | Retroreflective Preformed Patterned Pymt Stripe 12"-380 IES 3M Tape | LF | 100 | 13.00 | 1,300.00 | 6.00 | 600.00 | 6.12 | 612.00 |
| 171 | 704765 | Retroreflective Preformed Patterned Pymt Mark Combo (Thru & Right) Arrow -380 IES 3M Tape | EACH | 5 | 400.00 | 2,000.00 | 200.00 | 1,000.00 | 286.50 | 1,432.50 |
| 172 | 704766 | Retroreflective Preformed Patterned Pymt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape | EACH | 2 | 400.00 | 800.00 | 200.00 | 400.00 | 573.00 | 1,146.00 |
| 173 | 704767 | Retroreflective Preformed Patterned Pymt Mark Right Arrow -380 IES 3M Tape | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 281.73 | 1,408.65 |

| | | | | | | | | | | | |
|-----|--------|---|--------|-----------|--------------|----------|-----------|----------|-----------|----------|-----------|
| 174 | 704768 | Retroreflective Preformed Patterned Pvmnt Mark Left Arrow - 380 IES 3M Tape | 704768 | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 267.40 | 1,337.00 |
| 175 | 704769 | Retroreflective Preformed Patterned Pvmnt Thru Arrow - 380 IES 3M Tape | 704769 | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 458.40 | 2,292.00 |
| 176 | 704770 | Retroreflective Preformed Patterned Pvmnt Mark Word (ONLY) - 380 IES 3M Tape | 704770 | EACH | 3 | 450.00 | 1,350.00 | 200.00 | 600.00 | 401.10 | 1,203.30 |
| 177 | 704771 | Retroreflective Preformed Patterned Pvmnt Mark Word (STOP) - 380 IES 3M Tape | 704771 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 382.00 | 1,910.00 |
| 178 | 704744 | Retroreflective Preformed Patterned Pvmnt Mark Word (X-ING) - 380 IES 3M Tape | 704744 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 410.65 | 2,053.25 |
| 179 | 704775 | Retroreflective Preformed Patterned Pvmnt Mark Word (PED) - 380 IES 3M Tape | 704775 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 390.60 | 1,953.00 |
| 180 | 704782 | Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (BIKE) - 380 IES 3M Tape | 704782 | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 358.13 | 1,790.65 |
| 181 | 704784 | Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape | 704784 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 410.65 | 2,053.25 |
| 182 | 704870 | Temporary Reflective Raised Pavement Marker | 704870 | EACH | 50 | 3.50 | 175.00 | 7.00 | 350.00 | 2.87 | 143.50 |
| 183 | 709010 | Rigid Electrical Conduit 1" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709010 | LF | 1,000 | 4.00 | 4,000.00 | 6.60 | 6,600.00 | 13.37 | 13,370.00 |
| 184 | 709020 | Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709020 | LF | 1,000 | 8.00 | 8,000.00 | 8.10 | 8,100.00 | 14.33 | 14,330.00 |
| 185 | 709030 | Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709030 | LF | 1,000 | 12.00 | 12,000.00 | 10.70 | 10,700.00 | 14.81 | 14,810.00 |
| 186 | 709040 | Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709040 | LF | 1,000 | 16.00 | 16,000.00 | 13.25 | 13,250.00 | 15.76 | 15,760.00 |
| 187 | 710000 | Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching | 710000 | EACH | 2 | 500.00 | 1,000.00 | 800.00 | 1,600.00 | 513.79 | 1,027.58 |
| 188 | 710010 | Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching | 710010 | EACH | 2 | 730.00 | 1,460.00 | 1,050.00 | 2,100.00 | 573.00 | 1,146.00 |
| 189 | 713030 | 6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT | 713030 | EACH | 50 | 700.00 | 35,000.00 | 700.00 | 35,000.00 | 382.00 | 19,100.00 |
| 190 | 713031 | 6x30 Quadropole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT | 713031 | EACH | 50 | 1,037.00 | 51,850.00 | 1,025.00 | 51,250.00 | 382.00 | 19,100.00 |
| 191 | 713032 | 6x40 Quadropole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive). | 713032 | EACH | 50 | 1,290.00 | 64,500.00 | 1,280.00 | 64,000.00 | 367.68 | 18,384.00 |
| 192 | 713033 | Quadropole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive) | 713033 | LF | 500 | 7.70 | 3,850.00 | 8.00 | 4,000.00 | 3.82 | 1,910.00 |
| 193 | 720060 | Veh. Impact Attenu. Unit Work Zones | 720060 | EACH | 5 | 1,650.00 | 8,250.00 | 3,000.00 | 15,000.00 | 1,071.25 | 5,356.25 |
| 194 | 721000 | Removal of Pavement Strips (Water Blasting) | 721000 | LF | 200 | 5.00 | 1,000.00 | 2.50 | 500.00 | 2.39 | 478.00 |
| 195 | 721101 | Removal of Pavement Marking (Water Blasting) | 721101 | EACH | 8 | 100.00 | 800.00 | 200.00 | 1,600.00 | 93.69 | 748.72 |
| 196 | 801000 | Construction Staking by Contractor | 801000 | LS | \$ 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 |
| 197 | 901012 | Testing Allowance | 901012 | ALLOWANCE | \$ 25,000.00 | 1.00 | 25,000.00 | 1.00 | 25,000.00 | 1.00 | 25,000.00 |
| 198 | 607080 | Bike Racks | 607080 | EACH | 20 | 850.00 | 17,000.00 | 500.00 | 10,000.00 | 477.50 | 9,550.00 |
| 199 | 667501 | Parking Bumpers | 667501 | EACH | 20 | 100.00 | 2,000.00 | 100.00 | 2,000.00 | 66.85 | 1,337.00 |
| 200 | 65400 | Landscape Complete | 65400 | LS | \$ 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 |

3,817,465.00
3,987,065.00
322,081.73
327,971.11
4,215,036.11
4,296,633.73

NMGR
TOTAL

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE ON-CALL CONSTRUCTION AGREEMENT, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by one hundred twenty thousand dollars (\$120,000), excluding gross receipts tax follows:

Fiscal Year 2018-2019, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

Fiscal Year 2019-2020, sixty thousand dollars (\$60,000), excluding applicable gross receipts taxes.

Fiscal Year 2020-2021, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million one hundred twenty thousand dollars (\$4,120,000), excluding applicable gross receipts taxes.

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 On- Call Construction Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 5/9/19


CONTRACTOR:
GM Emulsion


NAME & TITLE

DATE: 4/18/19

CRS #:03181502002
Business Registration #:

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/8/2019

APPROVED AS TO FORM:

 3/25
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

**CITY OF SANTA FE
AMENDMENT No. 2 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM#19-0031**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT (#19-0031), date January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC (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 City with On Call Roadway and Trails Construction Services.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by eight million dollars and no cents (\$8,000,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million one hundred twenty thousand dollars and no cents (\$12,120,000), excluding applicable gross receipts taxes.

2. TERM

Article 5 of the Agreement is hereby amended to read in its entirety as follows:

This Agreement shall terminate on January 9, 2023, unless sooner pursuant to Article 7 below.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

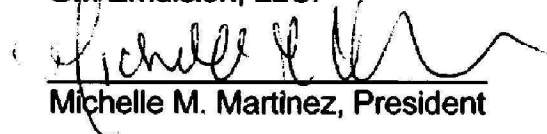
CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 3/3/2020

CONTRACTOR:

GM Emulsion, LLC.


Michelle M. Martinez, President

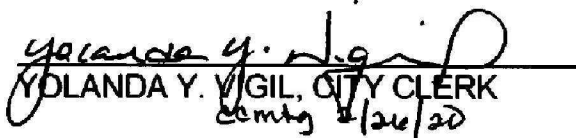
Date: 3/4/2020

NM Taxation & Revenue

ATTEST:

CRS # 03181502002

Registration# 19-00110289


YOLANDA Y. VIGIL, CITY CLERK
emtg 3/26/20

CITY ATTORNEY'S OFFICE:


SENIOR ASSISTANT CITY ATTORNEY
Date: 1/29/20

APPROVED:


MARY MCCOY, FINANCE DIRECTOR
Date: 3/2/20

various
Organization/Object

Signature: *Michael Moya*

Email: mrmoya@santafenm.gov












GM packet docs

Final Audit Report

2020-12-07


| | |
|-----------------|--|
| Created: | 2020-12-04 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_zG6PIWuXmN29xblngmU3PQ4IIZPV5PR |

"GM packet docs" History


-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-04 - 5:41:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Randy Lopez (rjlopez@santafenm.gov) for signature
2020-12-04 - 5:44:54 PM GMT
-  Email viewed by Randy Lopez (rjlopez@santafenm.gov)
2020-12-05 - 7:09:25 PM GMT- IP address: 174.237.128.126
-  Document e-signed by Randy Lopez (rjlopez@santafenm.gov)
Signature Date: 2020-12-05 - 7:12:03 PM GMT - Time Source: server- IP address: 174.237.128.126
-  Document emailed to Michael Moya (mrmoya@santafenm.gov) for signature
2020-12-05 - 7:12:05 PM GMT
-  Email viewed by Michael Moya (mrmoya@santafenm.gov)
2020-12-07 - 5:18:04 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Michael Moya (mrmoya@santafenm.gov)
Signature Date: 2020-12-07 - 5:20:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-12-07 - 5:20:26 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-12-07 - 5:50:27 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-12-07 - 5:50:47 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-07 - 5:50:49 PM GMT

 Email viewed by Shannon Jones (swjones@santafenm.gov)


2020-12-07 - 6:44:50 PM GMT- IP address: 174.237.137.124

 Document e-signed by Shannon Jones (swjones@santafenm.gov)

Signature Date: 2020-12-07 - 6:45:37 PM GMT - Time Source: server- IP address: 174.237.137.124

 Document emailed to AJH (ajhopkins@santafenm.gov) for signature

2020-12-07 - 6:45:39 PM GMT

 Email viewed by AJH (ajhopkins@santafenm.gov)

2020-12-07 - 6:56:58 PM GMT- IP address: 104.47.65.254

 Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2020-12-07 - 6:58:36 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-07 - 6:58:36 PM GMT






GM #3 packet docs

Final Audit Report

2020-12-07

| | |
|-----------------|--|
| Created: | 2020-12-07 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAA-w8P-hOqI0gOQUsvL2iGuqFkl-PLJkk |

"GM #3 packet docs" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-07 - 7:40:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michelle Martinez (michelle@gmemulsion.com) for signature
2020-12-07 - 7:41:13 PM GMT
-  Email viewed by Michelle Martinez (michelle@gmemulsion.com)
2020-12-07 - 8:30:56 PM GMT- IP address: 73.26.162.22
-  Document e-signed by Michelle Martinez (michelle@gmemulsion.com)
Signature Date: 2020-12-07 - 8:31:42 PM GMT - Time Source: server- IP address: 73.26.162.22
-  Agreement completed.
2020-12-07 - 8:31:42 PM GMT

| |
|--|
| ACTION SHEET |
| ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/21 |
| FOR CITY COUNCIL MEETING OF 01/27/21 |

e) Request for Approval of a Budget Amendment Resolution (BAR) from Cash Balance in Water Enterprise Fund to fund the GM Emulsion LLC. amendment No. 3 for On-Call Paving. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

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 | | |

01/13/21

| ACTION SHEET |
|--|
| PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021 |
| ISSUE NO. 8F |
| Request for Approval of a Budget Amendment Resolution (BAR) from Cash Balance in Water Enterprise Fund to fund the GM Emulsion LLC. Amendment No. 3 for On-Call Paving. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov , 955-4246) |
| Committee Review: Public Works and Utilities Committee: 01/11/21 Finance Committee: 01/19/21 Governing Body: 01/27/21 |
| PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/19/2021 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: December 3, 2020

TO: Public Utilities and Finance Committees

FROM: Randy Lopez, Transmission & Distribution Supervisor 
Mike Moya, Transmission & Distribution Section Manager 

VIA: Shannon Jones, Public Utilities Department Director 
Jesse Roach, Water Division Director 

ITEM & ISSUE:

Request approval of Amendment #3 to the original contract # 19-0031 with GM Emulsion LLC.

BACKGROUND & SUMMARY:

The City of Santa Fe Water Division, Transmission & Distribution Section requests approval of an amendment #3 with GM Emulsion in the amount of \$570,000 plus nmgrt. The Public Works Department awarded BID 19/01/B to GM Emulsion in the amount of \$4,000,000 for a 2 year term through 1/9/2021, for On Call Roadway and Trails Construction. Amendment #1 was approved on 5/8/20, increasing the yearly amount for the Water Division by \$30,000 per FY for a total of \$120,000 plus nmgrt. Amendment #2 was approved by the City Council on 2/26/20 extending the term to 1/9/23 and increasing the amount by \$8,000,000 plus nmgrt for the Public Work Department. We are requesting approval to increase the amount for the Water Division through the term of the contract in the amount of \$570,000 plus nmgrt. This contract is for on call asphalt patching and will be utilized for most Water Division projects and emergencies. GM Emulsion does asphalt patching, sealing and tacking the roads with the Streets Division and has displayed exceptional workmanship at a low cost. Staff requests approval to the Budget Adjustment/Increase to fund this FY's amount of \$184,344 for the current Fiscal Year. Budget will be available upon approval of the attached BAR for FY 20/21 in Org/Obj # 5050386.520200, and will be requested as part of upcoming Budget requests in FY 20/21, FY 21/22 and FY 22/23 under the same Org/Obj #.

ACTION REQUESTED:

Please approve amendment #3 for GM Emulsions LLC and the Budget Adjustment request and forward to the City Council for approval.

| | |
|-----------------------------|--|
| Log # {Finance use only}: | |
| Batch # {Finance use only}: | |

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

| | |
|---|-------------------|
| DEPARTMENT / DIVISION NAME PUD/Water | DATE 12/3/2020 |
|---|-------------------|

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|----------------------------|---------|--------|---------|------------------------------|------------------------------|
| <u>EXPENDITURES</u> | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |
| Rep. Maint Grounds & Roads | 5050386 | 520200 | | 184,344 | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| <u>REVENUES</u> | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | |
|--|------------|---|
| JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo | \$ 184,344 | - |
|--|------------|---|

Budget Increase from Cash Balance in Water Enterprise Fund for to fund
the GM Emulsion amendment #3 for ON call Paving.

| | |
|--|----------------------------------|
| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 505 | (184,344) |
| | |
| | |
| TOTAL: | (184,344) |

| | | | |
|---|-------------------|--|--|
| Maya Martinez Prepared By <i>{print name}</i> | 12/3/2020 Date | {Use this form for Finance Committee/ City Council agenda items ONLY} |  AJH (Dec 7, 2020 11:58 MST) |
|  Division Director Signature <i>{optional}</i> | Date | CITY COUNCIL APPROVAL | Budget Officer |
|  Shannon Jones (Dec 7, 2020 11:45 MST) | Date | City Council Approval Date | Finance Director {≤ \$5,000} |
| Department Director Signature | Date | Agenda Item #: | City Manager {≤ \$60,000} |

**CITY OF SANTA FE
AMENDMENT No. 3 TO
ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031; 19-0329; 20-0113**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE Agreement, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by five hundred and seventy thousand dollars (\$570,000), excluding gross receipts tax.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million six hundred and ninety thousand dollars (\$12,690,000) excluding applicable gross receipts taxes.

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 On-Call Construction Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
GM Emulsion, LLC.

ALAN M. WEBBER, MAYOR

Michelle M. Martinez

NAME & TITLE

Date: _____

Date: 12/7/2020

CRS #:03181502002

Business Registration #:19-00110289

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 2, 2020 14:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050386.520200
Business Unit/Line Item

AL
AL






2020 12 2 GM Emulsion

Final Audit Report

2020-12-02

| | |
|-----------------|--|
| Created: | 2020-12-02 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwO8RAXVky9gjUW-v2FKJcP4ogywz9-Bg |

"2020 12 2 GM Emulsion" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-02 - 9:22:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-12-02 - 9:23:42 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-12-02 - 9:26:05 PM GMT- IP address: 70.90.202.81
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-12-02 - 9:26:15 PM GMT - Time Source: server- IP address: 70.90.202.81
-  Agreement completed.
2020-12-02 - 9:26:15 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200807

Contractor: GM Emulsion

Description: ON Call Paving services

Contract Agreement Lease / Rent Amendment

Term Start Date: 1/9/19 Term End Date: 1/9/23

Approved by Council Date: 1/9/19

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 19-0031

Increase/(Decrease) Amount \$ 570000

Extend Termination Date to: na

Approved by Council Date: pending

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract 19-0031 approved by CC 1/9/19 RFP 19/01/B

#1 19-0329 CC approved 5/8/19. Increase compensation for Water Division

#2 20-0113 CC approved 2/26/20. Increase compensation and Term extension PWD

3. Procurement History: 19/01/B


Fran Duraway (Dec 15, 2020 18:04 MST)

Purchasing Officer Review:

Dec 15, 2020

Date:

Comment & Exceptions: _____

4. Funding Source: Water Enterprise fund.


Alexis Lotero (Dec 15, 2020 16:54 MST)

Budget Officer Approval:

Org / Object: 5050386.520200

Dec 15, 2020

Date:

Comment & Exceptions: BAR increase attached with the item for approval

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

EXHIBIT C1

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: GM EMULSION, LLC.

Procurement Title: ON CALL ROADWAY AND TRAILS CONSTRUCTION

Solicitation RFP#: "19/01/B

Department Requesting/Staff Member Public Utilities Dept. / Randy Lopez

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 | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included


Steve Perry (Dec 15, 2020 10:04 MST)

Purchasing Office attesting that information is reviewed _____

REQUIRED DOCUMENTS FOR BID FILE*

- | YES | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final Bid Document |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final RFQ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All addendums |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plan holders list |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Complete evaluation score sheets |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copies of all RFQ submittals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copies of all bid submittals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |

*

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Bidders/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: <u>Amendment to PSA pending City Council Approval</u> |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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 | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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 | |
|--------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) with no redactions |

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included



GMEMULS-01

SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2020

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

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

| | |
|---|--|
| PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505 | CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507 | INSURER A: ACUITY, A Mutual Insurance Company INSURER B: Builders Trust of New Mexico INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|--|---------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | Z42975 | 4/12/2020 | 4/12/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 | | | | |
| | | | MED EXP (Any one person) \$ 10,000 | | | | |
| | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | | | GENERAL AGGREGATE \$ 3,000,000 | | | | |
| | PRODUCTS - COMP/OP AGG \$ 3,000,000 | | | | | | |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | Z42975 | 4/12/2020 | 4/12/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | BODILY INJURY (Per person) \$ | | | | |
| | | | BODILY INJURY (Per accident) \$ | | | | |
| | | | PROPERTY DAMAGE (Per accident) \$ | | | | |
| | | | \$ | | | | |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | Z42975 | 4/12/2020 | 4/12/2021 | EACH OCCURRENCE \$ 7,000,000 |
| | | | AGGREGATE \$ 7,000,000 | | | | |
| | | | \$ | | | | |
| | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | | 5752 | 1/1/2020 | 1/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | E.L. EACH ACCIDENT \$ 2,000,000 | | | | |
| | | | E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 | | | | |
| | | | E.L. DISEASE - POLICY LIMIT \$ 2,000,000 | | | | |
| | | | | | | | \$ |
| A | Leased/Rented Eqpt | | | Z42975 | 4/12/2020 | 4/12/2021 | Ded: \$1,000/Limit 300,000 |

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

| | |
|---|---|
| CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe, NM 87504 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |



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

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE, NM 87507

Owner: MICHELLE MARTINEZ

License Number: 110289

Issued Date: December 16, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

GM EMULSION LLC
5935 AGUA FRIA ST
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe Contract
On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

C. "You" and "your" refers to **(GM Emulsion, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **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.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **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.

35. **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.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

| | |
|------------------|---|
| Insert: | Michelle Martinez, Project Administrator |
| City Name | Santa Fe |
| E-mail Address | mrmartinez1@ci.santa-fe.nm.us |
| Telephone Number | (505) 955-6931 |
| Mailing Address. | 500 Market Street Suite 200 Santa Fe, NM 87501 |

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981


Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 1/18/19

CONTRACTOR:
GM Emulsion, LLC

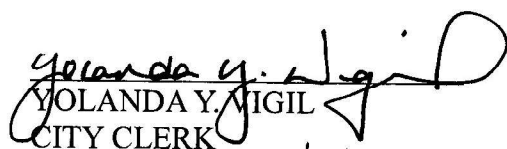

NAME AND TITLE

DATE: 1/3/2019

CRS# 03181502002

Registration # 18-00110289

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 1/9/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Various
Business Unit Line Item

| Item No. | Item Description | Item No. | Units | Approx. Quantity | GM Emulsions | | EMCO of Santa Fe | | Allied 360 Construction | |
|----------|--|----------|-----------|------------------|--------------|------------|------------------|------------|-------------------------|------------|
| | | | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | 201000 Clearing & Grubbing | 201000 | ALLOWANCE | 20,000 | 1.00 | 20,000.00 | 1.00 | 20,000.00 | 1.00 | 20,000.00 |
| 2 | 203000 Unclassified Excavation | 203000 | CY | 300 | 10.00 | 3,000.00 | 3.50 | 1,050.00 | 14.33 | 4,299.00 |
| 3 | 203100 Borrow | 203100 | CY | 300 | 15.00 | 4,500.00 | 11.00 | 3,300.00 | 17.72 | 5,316.00 |
| 4 | 203200 Subexcavation | 203200 | CY | 300 | 15.00 | 4,500.00 | 4.50 | 1,350.00 | 14.33 | 4,299.00 |
| 5 | 203205 Subexcavation and Re-compaction | 203205 | CY | 500 | 15.00 | 7,500.00 | 10.00 | 5,000.00 | 21.97 | 10,985.00 |
| 6 | 207000 Subgrade Preparation (1-500 SY/IN) | 207000 | SY/IN | 500 | 0.50 | 250.00 | 0.25 | 125.00 | 2.15 | 1,075.00 |
| 7 | 207000A Subgrade Preparation (501-1500 SY/IN) | 207000A | SY/IN | 1,500 | 0.30 | 450.00 | 0.25 | 375.00 | 1.91 | 2,865.00 |
| 8 | 207000B Subgrade Preparation (1501+ SY/IN) | 207000B | SY/IN | 3,500 | 0.30 | 1,050.00 | 0.25 | 875.00 | 0.45 | 1,575.00 |
| 9 | 208000 Linear Grading | 208000 | MILE | 1 | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | 5,730.00 | 5,730.00 |
| 10 | 209000 Bleeding and Reshaping | 209000 | MILE | 1 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 6,303.00 | 6,303.00 |
| 11 | 210000 Excavation and Backfill for Major Structures | 210000 | CY | 250 | 25.00 | 6,250.00 | 15.00 | 3,750.00 | 22.92 | 5,730.00 |
| 12 | 210005 Temporary Retaining Wall/Shoring | 210005 | SF | 150 | 20.00 | 3,000.00 | 40.00 | 6,000.00 | 19.58 | 2,937.00 |
| 13 | 302000 Process Placing & Compact Ext. Pmt | 302000 | SY/IN | 2,410 | 1.50 | 3,615.00 | 1.50 | 3,615.00 | 1.34 | 3,229.40 |
| 14 | 303015 Base Course (1-500 SY/IN) | 303015 | SY/IN | 500 | 1.50 | 750.00 | 1.50 | 750.00 | 2.82 | 1,410.00 |
| 15 | 303015A Base Course (501-1500 SY/IN) | 303015A | SY/IN | 1,500 | 1.25 | 1,875.00 | 1.40 | 2,100.00 | 2.44 | 3,660.00 |
| 16 | 303015B Base Course (1501+ SY/IN) | 303015B | SY/IN | 3,500 | 1.25 | 4,375.00 | 1.25 | 4,375.00 | 1.96 | 6,860.00 |
| 17 | 403600 Open Graded Friction Course Complete (5/8") | 403600 | SY/IN | 2,000 | 12.00 | 24,000.00 | 9.00 | 18,000.00 | 9.32 | 18,640.00 |
| 18 | 407000 Asphalt Mill. For Tack Coat | 407000 | TON | 15 | 800.00 | 12,000.00 | 800.00 | 12,000.00 | 784.00 | 11,460.00 |
| 19 | 407001A Fog Seal for Roadway | 407001A | TON | 30 | 900.00 | 27,000.00 | 800.00 | 24,000.00 | 816.53 | 24,495.90 |
| 20 | 407001B Fog Seal for Trails | 407001B | TON | 30 | 1,000.00 | 30,000.00 | 900.00 | 27,000.00 | 926.35 | 27,790.50 |
| 21 | 408100 Prime Coat Material | 408100 | TON | 30 | 900.00 | 27,000.00 | 900.00 | 27,000.00 | 942.59 | 28,277.70 |
| 22 | 411000 Hot Poured Crack Sealing | 411000 | LB | 30,000 | 2.50 | 75,000.00 | 1.50 | 45,000.00 | 3.20 | 96,000.00 |
| 23 | 411100 Polymer Binder/Aggregate Blend Crack Repair (1"-6" Wide Cracks) | 411100 | LB | 20,000 | 3.00 | 60,000.00 | 3.00 | 60,000.00 | 4.73 | 94,600.00 |
| 24 | 414000 Cold Milling (Asphalt) (1-10,000 SY/IN) | 414000 | SY/IN | 10,000 | 1.33 | 13,300.00 | 1.30 | 13,000.00 | 2.11 | 21,100.00 |
| 25 | 414000A Cold Milling (Asphalt) (10,001-50,000 SY/IN) | 414000A | SY/IN | 50,000 | 1.33 | 66,500.00 | 1.30 | 65,000.00 | 2.01 | 100,500.00 |
| 26 | 414000B Cold Milling (Asphalt) (50,001+ SY/IN) | 414000B | SY/IN | 75,000 | 1.33 | 99,750.00 | 1.30 | 97,500.00 | 1.87 | 140,250.00 |
| 27 | 416000 Minor Pavement | 416000 | SY/IN | 2,500 | 12.00 | 30,000.00 | 6.00 | 15,000.00 | 7.31 | 18,275.00 |
| 28 | 417000 Miscellaneous Paving | 417000 | SY/IN | 2,500 | 10.00 | 25,000.00 | 6.00 | 15,000.00 | 10.46 | 26,150.00 |
| 29 | 417100 Asphalt Curb (6" Width) | 417100 | LF | 2,500 | 10.00 | 25,000.00 | 10.00 | 25,000.00 | 10.37 | 25,925.00 |
| 30 | 423250 HMA-SP-III Complete (1-10,000 SY/IN) | 423250 | SY/IN | 10,000 | 6.00 | 60,000.00 | 5.75 | 57,500.00 | 8.93 | 89,300.00 |
| 31 | 4234250A HMA-SP-III Complete (10,001-50,000 SY/IN) | 4234250A | SY/IN | 50,000 | 5.00 | 250,000.00 | 5.75 | 287,500.00 | 7.50 | 375,000.00 |
| 32 | 423250B HMA-SP-III Complete (50,001+ SY/IN) | 423250B | SY | 75,000 | 4.50 | 337,500.00 | 5.75 | 431,250.00 | 6.12 | 459,000.00 |
| 33 | 423283 HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN) | 423283 | SY | 400 | 10.00 | 4,000.00 | 7.00 | 2,800.00 | 7.74 | 3,096.00 |
| 34 | 423283A HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN) | 423283A | SY/IN | 50,000 | 7.50 | 375,000.00 | 5.75 | 287,500.00 | 7.45 | 372,500.00 |
| 35 | 423283B HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN) | 423283B | SY/IN | 75,000 | 7.00 | 525,000.00 | 5.75 | 431,250.00 | 5.64 | 423,000.00 |
| 36 | 451060 Concrete Pmt Complete-Replace In-Kind Dowelled & Wire Mesh | 451060 | SY/IN | 1,500 | 3.50 | 5,250.00 | 5.00 | 7,500.00 | 7.36 | 11,040.00 |
| 37 | 511000 Structural Concrete, Class A | 511000 | CY | 50 | 600.00 | 30,000.00 | 600.00 | 30,000.00 | 439.30 | 21,965.00 |
| 38 | 511500 Concrete Patch Work (1/4" to 1/2" Thick) | 511500 | SF | 1,500 | 3.50 | 5,250.00 | 3.00 | 4,500.00 | 4.06 | 6,090.00 |
| 39 | 511501 Stucco (Color Determined Per Project) | 511501 | SF | 1,500 | 3.00 | 4,500.00 | 5.00 | 7,500.00 | 4.06 | 6,090.00 |
| 40 | 515000 Reinforced Concrete for Minor Structures | 515000 | CY | 50 | 550.00 | 27,500.00 | 600.00 | 30,000.00 | 463.18 | 23,159.00 |
| 41 | 516000 Flowable Fill | 516000 | CY | 50 | 120.00 | 6,000.00 | 95.00 | 4,750.00 | 133.70 | 6,685.00 |
| 42 | 531001* Permanent Anti-Graffiti Protective Coat | 531001* | SF | 2,500 | 1.20 | 3,000.00 | 1.50 | 3,750.00 | 1.06 | 2,650.00 |
| 43 | 540060 Reinforced Bars Grade 60 | 540060 | LB | 15,000 | 1.20 | 18,000.00 | 1.50 | 22,500.00 | 1.20 | 18,000.00 |
| 44 | 543002 Metal Railing, Type D | 543002 | LF | 500 | 25.00 | 12,500.00 | 30.00 | 15,000.00 | 85.00 | 42,500.00 |
| 45 | 541200 Structural Steel for Miscellaneous Structures | 541200 | LB | 18,000 | 1.60 | 28,800.00 | 4.25 | 76,500.00 | 4.59 | 82,620.00 |
| 46 | 570012 12" Culvert Pipe | 570012 | LF | 30 | 30.00 | 900.00 | 30.00 | 900.00 | 30.56 | 916.80 |
| 47 | 570018 18" Culvert Pipe | 570018 | LF | 80 | 35.00 | 2,800.00 | 35.00 | 2,800.00 | 34.38 | 2,750.40 |
| 48 | 570024 24" Culvert Pipe | 570024 | LF | 30 | 42.00 | 1,260.00 | 40.00 | 1,200.00 | 43.93 | 1,317.90 |
| 49 | 570025 24" Culvert Pipe End Section | 570025 | EACH | 2 | 250.00 | 500.00 | 250.00 | 500.00 | 362.90 | 725.80 |
| 50 | 570030 30" Culvert Pipe | 570030 | LF | 30 | 55.00 | 1,650.00 | 50.00 | 1,500.00 | 57.30 | 1,719.00 |
| 51 | 570031 30" Culvert Pipe End Section | 570031 | EACH | 2 | 400.00 | 800.00 | 400.00 | 800.00 | 584.46 | 1,168.92 |
| 52 | 570036 36" Culvert Pipe | 570036 | LF | 30 | 60.00 | 1,800.00 | 60.00 | 1,800.00 | 62.75 | 1,882.50 |
| 53 | 570037 36" Culvert Pipe End Section | 570037 | EACH | 2 | 600.00 | 1,200.00 | 600.00 | 1,200.00 | 688.50 | 1,377.00 |
| 54 | 570048 48" Culvert Pipe | 570048 | LF | 30 | 90.00 | 2,700.00 | 80.00 | 2,400.00 | 764.00 | 22,920.00 |
| 55 | 570049 48" Culvert Pipe End Section | 570049 | EACH | 2 | 1,300.00 | 2,600.00 | 1,250.00 | 2,500.00 | 1,146.00 | 2,292.00 |
| 56 | 570425 18" Storm Drain Pipe | 570425 | LF | 30 | 45.00 | 1,350.00 | 30.00 | 900.00 | 36.29 | 1,098.70 |
| 57 | 570429 18" Storm Drain End Section | 570429 | EACH | 2 | 200.00 | 400.00 | 300.00 | 600.00 | 687.60 | 1,375.20 |
| 58 | 570437 24" Storm Drain Pipe | 570437 | LF | 30 | 70.00 | 2,100.00 | 60.00 | 1,800.00 | 34.86 | 1,045.80 |
| 59 | 570441 24" Storm Drain End Section | 570441 | EACH | 2 | 300.00 | 600.00 | 500.00 | 1,000.00 | 329.48 | 658.96 |
| 60 | 571000 3/8" Diamond Plate | 571000 | SF | 50 | 25.00 | 1,250.00 | 20.00 | 1,000.00 | 43.74 | 2,187.00 |
| 61 | 601000 Removal of Structures and Obstructions | 601000 | LS | \$ 20,000.00 | 1.00 | 20,000.00 | 1.00 | 20,000.00 | 1.00 | 20,000.00 |
| 62 | 601110 Riprap Class A | 601110 | SY/IN | 5,000 | 2.50 | 12,500.00 | 3.00 | 15,000.00 | 2.90 | 14,500.00 |
| 63 | 602000 Riprap Class B | 602000 | CY | 75 | 250.00 | 18,750.00 | 250.00 | 18,750.00 | 225.00 | 16,875.00 |
| 64 | 601010 Riprap Class B | 601010 | CY | 75 | 200.00 | 15,000.00 | 150.00 | 11,250.00 | 100.28 | 7,521.00 |

| | | | | | | | | | | |
|-----|----------|---|------|--------------|----------|------------|----------|------------|----------|-----------|
| 65 | 602030 | Riprap Class D | CY | 75 | 90.00 | 6,750.00 | 150.00 | 11,250.00 | 102.19 | 7,664.25 |
| 66 | 602200 | Riprap Class G | CY | 75 | 180.00 | 13,500.00 | 150.00 | 11,250.00 | 109.63 | 8,237.25 |
| 67 | 602200 | Gabions | CY | 350 | 250.00 | 87,500.00 | 280.00 | 98,000.00 | 238.75 | 83,562.50 |
| 68 | 603200 | Silt Fence | LF | 1,000 | 2.00 | 2,000.00 | 2.00 | 2,000.00 | 2.63 | 2,630.00 |
| 69 | 603220 | Check Dam Type 1 | LF | 80 | 15.00 | 900.00 | 30.00 | 1,800.00 | 19.10 | 1,146.00 |
| 70 | 603250 | Drop Inlet Protection Type 1 | EACH | 1 | 125.00 | 125.00 | 200.00 | 200.00 | 191.00 | 191.00 |
| 71 | 603251 | Drop Inlet Protection Type 2 | EACH | 1 | 125.00 | 125.00 | 175.00 | 175.00 | 169.99 | 169.99 |
| 72 | 603261 | Mulch Socks | LF | 500 | 2.25 | 1,125.00 | 2.25 | 1,125.00 | 2.15 | 1,075.00 |
| 73 | 603280 | SWPPP Plan Preparation & Maintenance | LS | \$ 15,000.00 | 1.00 | 15,000.00 | 1.00 | 15,000.00 | 1.00 | 15,000.00 |
| 74 | 606000 | Metal Barrier W-Beam | LF | 500 | 18.00 | 9,000.00 | 20.00 | 10,000.00 | 17.86 | 8,930.00 |
| 75 | 606010 | Metal Barrier Thrie-Beam | LF | 500 | 27.00 | 13,500.00 | 25.00 | 12,500.00 | 26.75 | 14,375.00 |
| 76 | 606050 | Metal Barrier End-Treatment (Anchorage) | EACH | 2 | 1,380.00 | 2,760.00 | 2,000.00 | 4,000.00 | 2,079.99 | 4,159.98 |
| 77 | 606051 | End Treatment TL-3 End Terminal | EACH | 2 | 2,300.00 | 4,600.00 | 2,500.00 | 5,000.00 | 2,434.30 | 4,868.60 |
| 78 | 606052 | End Treatment TL-2 End Terminal | EACH | 2 | 2,000.00 | 4,000.00 | 2,500.00 | 5,000.00 | 2,387.50 | 4,775.00 |
| 79 | 606050 | End Treatment Thri-Beam End Anchorage | EACH | 2 | 1,500.00 | 3,000.00 | 2,000.00 | 4,000.00 | 1,671.25 | 3,342.50 |
| 80 | 606499 | Post and Cable Barrier | LF | 500 | 15.00 | 7,500.00 | 15.00 | 7,500.00 | 18.15 | 9,075.00 |
| 81 | 607004 | Barbed Wire Fence 4' | LF | 500 | 2.50 | 1,250.00 | 5.00 | 2,500.00 | 6.31 | 3,155.00 |
| 82 | 607005 | Barbless Wire Fence 4' | LF | 500 | 2.50 | 1,250.00 | 5.00 | 2,500.00 | 5.97 | 2,985.00 |
| 83 | 607026 | Chain Link Fence 6' | LF | 200 | 20.00 | 4,000.00 | 20.00 | 4,000.00 | 26.27 | 5,254.00 |
| 84 | 607079 | Pedestrian/Bicycle Railing | LF | 500 | 42.00 | 21,000.00 | 40.00 | 20,000.00 | 63.03 | 31,515.00 |
| 85 | 607455 | Chain Link Gate 8'x8'R | EACH | 1 | 1,200.00 | 1,200.00 | 1,000.00 | 1,000.00 | 912.03 | 912.03 |
| 86 | 608004* | Concrete Sidewalk 4" (1-100 SY) | SY | 100 | 52.00 | 5,200.00 | 50.00 | 5,000.00 | 50.62 | 5,062.00 |
| 87 | 608005* | Concrete Sidewalk 4" (Colored) (1-100 SY) | SY | 100 | 54.00 | 5,400.00 | 52.50 | 5,250.00 | 59.68 | 5,969.00 |
| 88 | 608004A* | Concrete Sidewalk 4" (101-500 SY) | SY | 500 | 45.00 | 22,500.00 | 45.00 | 22,500.00 | 42.98 | 21,490.00 |
| 89 | 608005A* | Concrete Sidewalk 4" (Colored) (101-500 SY) | SY | 500 | 47.50 | 23,750.00 | 50.00 | 25,000.00 | 47.55 | 23,775.00 |
| 90 | 608004B* | Concrete Sidewalk 4" (501+SY) | SY | 600 | 42.00 | 25,200.00 | 42.50 | 25,500.00 | 45.84 | 27,504.00 |
| 91 | 608005B* | Concrete Sidewalk 4" (Colored)(501+SY) | SY | 600 | 40.00 | 24,000.00 | 50.00 | 30,000.00 | 50.62 | 30,372.00 |
| 92 | 608106* | Drive-Pad 6" | SY | 2,000 | 52.00 | 104,000.00 | 67.50 | 135,000.00 | 27.94 | 55,880.00 |
| 93 | 608106A* | Drive-Pad 6" (Colored) | SY | 2,000 | 60.00 | 120,000.00 | 73.35 | 146,700.00 | 27.94 | 55,880.00 |
| 94 | 608204* | Concrete Median Pavement 4" (Colored & Patterned) | SY | 1,000 | 60.00 | 60,000.00 | 55.00 | 55,000.00 | 26.03 | 26,030.00 |
| 95 | 608300 | Detachable Warning Plastics | SF | 1,000 | 25.00 | 25,000.00 | 25.00 | 25,000.00 | 23.40 | 23,400.00 |
| 96 | 608400* | ADA Ramp | SY | 300 | 60.00 | 18,000.00 | 63.00 | 18,900.00 | 57.30 | 17,190.00 |
| 97 | 608400A* | ADA Ramp (Colored) | SY | 300 | 62.00 | 18,600.00 | 72.00 | 21,600.00 | 61.00 | 19,300.00 |
| 98 | 609200* | Header Curb | LF | 250 | 18.00 | 4,500.00 | 25.00 | 6,250.00 | 11.94 | 2,985.00 |
| 99 | 609200A* | Header Curb (Colored) | LF | 250 | 20.00 | 5,000.00 | 27.50 | 6,875.00 | 13.00 | 3,250.00 |
| 100 | 609202* | 12"-18" Tall Cut-off Wall | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 13.23 | 3,307.50 |
| 101 | 609202A* | Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) | LF | 250 | 24.00 | 6,000.00 | 35.00 | 8,750.00 | 16.00 | 4,000.00 |
| 102 | 609318* | Concrete Sloped Curb & Gutter 6"x18" (251+LF) | LF | 250 | 24.00 | 6,000.00 | 30.00 | 7,500.00 | 18.15 | 4,537.50 |
| 103 | 609318A* | Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 16.72 | 8,360.00 |
| 104 | 609318B* | Concrete Sloped Curb & Gutter 6"x18" (Colored) | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 15.05 | 3,762.50 |
| 105 | 609318C* | Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Colored) | LF | 500 | 18.00 | 9,000.00 | 27.50 | 13,750.00 | 14.19 | 7,095.00 |
| 106 | 609324* | Concrete Sloped Curb & Gutter 6"x24" (1-250 LF) | LF | 250 | 35.00 | 8,750.00 | 25.00 | 6,250.00 | 15.52 | 3,880.00 |
| 107 | 609324A* | Concrete Sloped Curb & Gutter 6"x24" (1-250 LF) Colored | LF | 250 | 24.00 | 6,000.00 | 30.00 | 7,500.00 | 26.51 | 6,627.50 |
| 108 | 609324B* | Concrete Sloped Curb & Gutter 6"x24" (251+LF) | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 17.19 | 8,595.00 |
| 109 | 609324C* | Concrete Sloped Curb & Gutter 6"x24" (251+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 30.00 | 15,000.00 | 17.39 | 8,695.00 |
| 110 | 609418* | Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) | LF | 25 | 32.00 | 800.00 | 30.00 | 750.00 | 25.36 | 634.00 |
| 111 | 609418A* | Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored | LF | 25 | 28.00 | 700.00 | 35.00 | 875.00 | 27.99 | 698.75 |
| 112 | 609418B* | Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) | LF | 250 | 20.00 | 5,000.00 | 25.00 | 6,250.00 | 15.14 | 3,785.00 |
| 113 | 609418C* | Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 15.52 | 3,880.00 |
| 114 | 609418D* | Concrete Barrier Curb & Gutter 6"x18" (250+LF) | LF | 500 | 18.00 | 9,000.00 | 25.00 | 12,500.00 | 15.00 | 7,500.00 |
| 115 | 609418E* | Concrete Barrier Curb & Gutter 6"x18" (250+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 30.00 | 15,000.00 | 15.43 | 7,715.00 |
| 116 | 609424* | Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) | LF | 30 | 30.00 | 900.00 | 30.00 | 900.00 | 29.61 | 888.30 |
| 117 | 609424A* | Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored | LF | 30 | 32.00 | 960.00 | 35.00 | 1,050.00 | 24.83 | 744.90 |
| 118 | 609424B* | Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) | LF | 250 | 24.00 | 6,000.00 | 25.00 | 6,250.00 | 23.83 | 5,957.50 |
| 119 | 609424C* | Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-250 LF) | LF | 250 | 26.00 | 6,500.00 | 27.50 | 6,875.00 | 24.25 | 6,062.50 |
| 120 | 609424D* | Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 23.25 | 11,625.00 |
| 121 | 609424E* | Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF) | LF | 500 | 22.00 | 11,000.00 | 27.50 | 13,750.00 | 24.75 | 12,375.00 |
| 122 | 609430* | Concrete Barrier Curb & Gutter 6"x30" (1-30 LF) | LF | 30 | 30.00 | 900.00 | 30.00 | 900.00 | 27.70 | 831.00 |

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|-----|----------|---|------|-------|-----------|-----------|-----------|-----------|----------|-----------|
| 123 | 609430A* | Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF) | LF | 30 | 32.00 | 960.00 | 35.00 | 1,050.00 | 26.74 | 802.20 |
| 124 | 609430B* | Concrete Barrier Curb & Gutter 6"x30" (31-250 LF) | LF | 250 | 26.00 | 6,500.00 | 30.00 | 7,500.00 | 17.67 | 4,417.50 |
| 125 | 609430C* | Concrete Barrier Curb & Gutter (Colored) 6"x30" (31-250 LF) | LF | 250 | 28.00 | 7,000.00 | 30.00 | 7,500.00 | 18.25 | 4,562.50 |
| 126 | 609430D* | Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored | LF | 500 | 20.00 | 10,000.00 | 30.00 | 15,000.00 | 19.50 | 9,750.00 |
| 127 | 60430E* | Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF) | LF | 500 | 22.00 | 11,000.00 | 30.00 | 15,000.00 | 19.00 | 9,500.00 |
| 128 | 609600* | Concrete Vally Gutter & Fillet (6" X Variable Width) | SY | 500 | 42.00 | 21,000.00 | 67.50 | 33,750.00 | 40.59 | 20,295.00 |
| 129 | 609600A* | Concrete Vally Gutter & Fillet (Colored) (6" X Variable Width) | SY | 500 | 44.00 | 22,000.00 | 75.00 | 37,500.00 | 23.16 | 11,580.00 |
| 130 | 609706* | Concrete Laydown Curb & Gutter 6"x24" (1-25 LF) | LF | 25 | 28.00 | 700.00 | 25.00 | 625.00 | 24.02 | 600.50 |
| 131 | 609706A* | Concrete Laydown Curb & Gutter (Colored) 6"x24" (1-25 LF) | LF | 25 | 30.00 | 750.00 | 35.00 | 875.00 | 21.97 | 549.25 |
| 132 | 609706B* | Concrete Laydown Curb & Gutter 6"x24" (26-250 LF) | LF | 250 | 22.00 | 5,500.00 | 30.00 | 7,500.00 | 20.06 | 5,015.00 |
| 133 | 609706C* | Concrete Laydown Curb & Gutter (Colored) 6"x24" (26-250 LF) | LF | 250 | 24.00 | 6,000.00 | 35.00 | 8,750.00 | 18.15 | 4,537.50 |
| 134 | 609706D* | Concrete Laydown Curb & Gutter 6"x24" (251+ LF) | LF | 500 | 20.00 | 10,000.00 | 25.00 | 12,500.00 | 16.24 | 8,120.00 |
| 135 | 609706E* | Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF) | LF | 500 | 22.00 | 11,000.00 | 30.00 | 15,000.00 | 18.00 | 9,000.00 |
| 136 | 621000 | Mobilization | MILE | 1 | 2,000.00 | 2,000.00 | 3,000.00 | 3,000.00 | 2.00 | 2.00 |
| 137 | 623001 | MDI Type I (Urban) H=3'-1" to 6'0" | EACH | 1 | 2,900.00 | 2,900.00 | 5,000.00 | 5,000.00 | 4,011.00 | 4,011.00 |
| 138 | 623004 | MOD Med DI TI (Valley/U) H=3'1" to 6'0" | EACH | 1 | 2,800.00 | 2,800.00 | 5,000.00 | 5,000.00 | 4,297.50 | 4,297.50 |
| 139 | 623311 | CDI Type I/B to 4' | EACH | 1 | 3,600.00 | 3,600.00 | 5,000.00 | 5,000.00 | 4,255.88 | 4,255.88 |
| 140 | 623501 | Transverse Drop Inlet | EACH | 1 | 5,500.00 | 5,500.00 | 6,000.00 | 6,000.00 | 7,162.50 | 7,162.50 |
| 141 | 623600 | Junction Box | EACH | 1 | 400.00 | 400.00 | 500.00 | 500.00 | 658.95 | 658.95 |
| 142 | 632000 | Class A Seeding | ACRE | 1 | 5,000.00 | 5,000.00 | 9,000.00 | 9,000.00 | 2,758.04 | 2,758.04 |
| 143 | 632020 | Class C Seeding | ACRE | 1 | 5,000.00 | 5,000.00 | 6,000.00 | 6,000.00 | 3,151.50 | 3,151.50 |
| 144 | 632100 | Sleep Slope Seeding | ACRE | 1 | 15,000.00 | 15,000.00 | 11,000.00 | 11,000.00 | 5,500.00 | 5,500.00 |
| 145 | 632300 | Manhole Extension | EACH | 8 | 300.00 | 2,400.00 | 750.00 | 6,000.00 | 620.75 | 4,966.00 |
| 146 | 662400 | Manhole Adjustments (Frame and collar to be considered incidental to this pay item). | EACH | 8 | 900.00 | 7,200.00 | 625.00 | 5,000.00 | 950.00 | 7,600.00 |
| 147 | 662500 | Manhole Frame and Cover | EACH | 8 | 400.00 | 3,200.00 | 375.00 | 3,000.00 | 429.75 | 3,438.00 |
| 148 | 663110 | Remove and Relocate Existing Fire Hydrant | EACH | 2 | 600.00 | 1,200.00 | 2,500.00 | 5,000.00 | 716.25 | 1,432.50 |
| 149 | 663850 | Water Valve Adjustment | EACH | 5 | 350.00 | 1,750.00 | 400.00 | 2,000.00 | 382.00 | 1,910.00 |
| 150 | 663855 | Adjust Valve Box to Grade | EACH | 3 | 300.00 | 900.00 | 250.00 | 750.00 | 286.50 | 859.50 |
| 151 | 667110 | Mail Box Installation-Single | EACH | 1 | 150.00 | 150.00 | 250.00 | 250.00 | 119.38 | 119.38 |
| 152 | 667209 | Crusher Fines | CY | 500 | 20.00 | 10,000.00 | 20.00 | 10,000.00 | 55.39 | 27,695.00 |
| 153 | 667500 | Ballard | EACH | 50 | 550.00 | 27,500.00 | 150.00 | 315.15 | 315.15 | 15,757.50 |
| 154 | 667505 | Lay New Brick Sidewalk | SY | 500 | 95.00 | 47,500.00 | 125.00 | 62,500.00 | 86.91 | 43,455.00 |
| 155 | 667510 | Remove and Reset Brick Sidewalk | SY | 300 | 80.00 | 24,000.00 | 90.00 | 27,000.00 | 85.95 | 25,785.00 |
| 156 | 667515 | Liter Receptacle | EACH | 20 | 900.00 | 18,000.00 | 250.00 | 5,000.00 | 1,098.25 | 21,985.00 |
| 157 | 667520A | Park Bench 6' | EACH | 20 | 800.00 | 16,000.00 | 500.00 | 10,000.00 | 1,203.30 | 24,066.00 |
| 158 | 667527B | Park Bench 8' | EACH | 20 | 1,100.00 | 22,000.00 | 750.00 | 15,000.00 | 1,499.35 | 29,987.00 |
| 159 | 701000 | Panel Signs | SF | 150 | 16.00 | 2,400.00 | 15.00 | 2,250.00 | 17.53 | 2,629.50 |
| 160 | 701030 | Remove and Reset Panel Signs | EACH | 20 | 100.00 | 2,000.00 | 100.00 | 2,000.00 | 94.55 | 1,891.00 |
| 161 | 701100 | Steel/Base Post for Aluminum Signs (Marron U-Channel, Black w/ Breakable Base) | LF | 250 | 11.00 | 2,750.00 | 10.00 | 2,500.00 | 9.60 | 2,400.00 |
| 162 | 702810 | Traffic Control Management (Major) | DAY | 1 | 850.00 | 850.00 | 1,000.00 | 1,000.00 | 787.00 | 787.00 |
| 163 | 702810A | Traffic Control Management (Minor) | DAY | 1 | 450.00 | 450.00 | 400.00 | 400.00 | 620.75 | 620.75 |
| 164 | 702110 | Portable Changeable Message Sign | DAY | 1 | 450.00 | 450.00 | 125.00 | 125.00 | 1,432.50 | 1,432.50 |
| 165 | 702600 | Sequential Arrow Board Display | DAY | 1 | 190.00 | 190.00 | 100.00 | 100.00 | 955.00 | 955.00 |
| 166 | 703300 | Reflective Barrier Delineator | EACH | 10 | 60.00 | 600.00 | 25.00 | 250.00 | 16.24 | 162.40 |
| 167 | 704000 | Retroreflectorized Painted Markings 4" Layout Inclusive | LF | 1,000 | 1.00 | 1,000.00 | 0.25 | 250.00 | 1.91 | 1,910.00 |
| 168 | 704004 | Retroreflectorized Painted Markings 12" Layout Inclusive | LF | 250 | 3.00 | 750.00 | 4.00 | 1,000.00 | 5.83 | 1,467.50 |
| 169 | 704754 | Retroreflective Preformed Patterned Pymt Stripe 4"-380 IES 3M Tape | LF | 500 | 5.00 | 2,500.00 | 2.00 | 1,000.00 | 2.68 | 1,340.00 |
| 170 | 704762 | Retroreflective Preformed Patterned Pymt Stripe 12"-380 IES 3M Tape | LF | 100 | 13.00 | 1,300.00 | 6.00 | 600.00 | 6.12 | 612.00 |
| 171 | 704765 | Retroreflective Preformed Patterned Pymt Mark Combo (Thru & Right) Arrow -380 IES 3M Tape | EACH | 5 | 400.00 | 2,000.00 | 200.00 | 1,000.00 | 286.50 | 1,432.50 |
| 172 | 704766 | Retroreflective Preformed Patterned Pymt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape | EACH | 2 | 400.00 | 800.00 | 200.00 | 400.00 | 573.00 | 1,146.00 |
| 173 | 704767 | Retroreflective Preformed Patterned Pymt Mark Right Arrow -380 IES 3M Tape | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 281.73 | 1,408.65 |

| | | | | | | | | | | | |
|-----|--------|---|--------|-----------|--------------|----------|-----------|----------|-----------|----------|-----------|
| 174 | 704768 | Retroreflective Preformed Patterned Pvmnt Mark Left Arrow - 380 IES 3M Tape | 704768 | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 267.40 | 1,337.00 |
| 175 | 704769 | Retroreflective Preformed Patterned Pvmnt Mark Thru Arrow - 380 IES 3M Tape | 704769 | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 458.40 | 2,292.00 |
| 176 | 704770 | Retroreflective Preformed Patterned Pvmnt Mark Word (ONLY) - 380 IES 3M Tape | 704770 | EACH | 3 | 450.00 | 1,350.00 | 200.00 | 600.00 | 401.10 | 1,203.30 |
| 177 | 704771 | Retroreflective Preformed Patterned Pvmnt Mark Word (STOP) - 380 IES 3M Tape | 704771 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 382.00 | 1,910.00 |
| 178 | 704744 | Retroreflective Preformed Patterned Pvmnt Mark Word (X-ING) - 380 IES 3M Tape | 704744 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 410.65 | 2,053.25 |
| 179 | 704775 | Retroreflective Preformed Patterned Pvmnt Mark Word (PED) - 380 IES 3M Tape | 704775 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 390.60 | 1,953.00 |
| 180 | 704782 | Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (BIKE) - 380 IES 3M Tape | 704782 | EACH | 5 | 450.00 | 2,250.00 | 200.00 | 1,000.00 | 358.13 | 1,790.65 |
| 181 | 704784 | Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape | 704784 | EACH | 5 | 550.00 | 2,750.00 | 200.00 | 1,000.00 | 410.65 | 2,053.25 |
| 182 | 704870 | Temporary Reflective Raised Pavement Marker | 704870 | EACH | 50 | 3.50 | 175.00 | 7.00 | 350.00 | 2.87 | 143.50 |
| 183 | 709010 | Rigid Electrical Conduit 1" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709010 | LF | 1,000 | 4.00 | 4,000.00 | 6.60 | 6,600.00 | 13.37 | 13,370.00 |
| 184 | 709020 | Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709020 | LF | 1,000 | 8.00 | 8,000.00 | 8.10 | 8,100.00 | 14.33 | 14,330.00 |
| 185 | 709030 | Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709030 | LF | 1,000 | 12.00 | 12,000.00 | 10.70 | 10,700.00 | 14.81 | 14,810.00 |
| 186 | 709040 | Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill | 709040 | LF | 1,000 | 16.00 | 16,000.00 | 13.25 | 13,250.00 | 15.76 | 15,760.00 |
| 187 | 710000 | Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching | 710000 | EACH | 2 | 500.00 | 1,000.00 | 800.00 | 1,600.00 | 513.79 | 1,027.58 |
| 188 | 710010 | Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching | 710010 | EACH | 2 | 730.00 | 1,460.00 | 1,050.00 | 2,100.00 | 573.00 | 1,146.00 |
| 189 | 713030 | 6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT | 713030 | EACH | 50 | 700.00 | 35,000.00 | 700.00 | 35,000.00 | 382.00 | 19,100.00 |
| 190 | 713031 | 6x30 Quadropole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT | 713031 | EACH | 50 | 1,037.00 | 51,850.00 | 1,025.00 | 51,250.00 | 382.00 | 19,100.00 |
| 191 | 713032 | 6x40 Quadropole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive). | 713032 | EACH | 50 | 1,290.00 | 64,500.00 | 1,280.00 | 64,000.00 | 367.68 | 18,384.00 |
| 192 | 713033 | Quadropole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive) | 713033 | LF | 500 | 7.70 | 3,850.00 | 8.00 | 4,000.00 | 3.82 | 1,910.00 |
| 193 | 720060 | Veh. Impact Attenu. Unit Work Zones | 720060 | EACH | 5 | 1,650.00 | 8,250.00 | 3,000.00 | 15,000.00 | 1,071.25 | 5,356.25 |
| 194 | 721000 | Removal of Pavement Strips (Water Blasting) | 721000 | LF | 200 | 5.00 | 1,000.00 | 2.50 | 500.00 | 2.39 | 478.00 |
| 195 | 721101 | Removal of Pavement Marking (Water Blasting) | 721101 | EACH | 8 | 100.00 | 800.00 | 200.00 | 1,600.00 | 93.69 | 748.72 |
| 196 | 801000 | Construction Staking by Contractor | 801000 | LS | \$ 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 |
| 197 | 901012 | Testing Allowance | 901012 | ALLOWANCE | \$ 25,000.00 | 1.00 | 25,000.00 | 1.00 | 25,000.00 | 1.00 | 25,000.00 |
| 198 | 607080 | Bike Racks | 607080 | EACH | 20 | 850.00 | 17,000.00 | 500.00 | 10,000.00 | 477.50 | 9,500.00 |
| 199 | 667501 | Parking Bumpers | 667501 | EACH | 20 | 100.00 | 2,000.00 | 100.00 | 2,000.00 | 66.85 | 1,337.00 |
| 200 | 65400 | Landscape Complete | 65400 | LS | \$ 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 | 1.00 | 10,000.00 |

3,817,465.00
 322,081.73
 4,139,346.73

NMGR
 3,987,065.00
 327,971.11
 4,215,036.11

TOTAL
 3,962,313.53
 354,320.20
 4,296,633.73

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE ON-CALL CONSTRUCTION AGREEMENT, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by one hundred twenty thousand dollars (\$120,000), excluding gross receipts tax follows:

Fiscal Year 2018-2019, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

Fiscal Year 2019-2020, sixty thousand dollars (\$60,000), excluding applicable gross receipts taxes.

Fiscal Year 2020-2021, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million one hundred twenty thousand dollars (\$4,120,000), excluding applicable gross receipts taxes.

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 On- Call Construction Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 5/9/19


CONTRACTOR:
GM Emulsion


NAME & TITLE

DATE: 4/18/19

CRS #:03181502002
Business Registration #:

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/8/2019

APPROVED AS TO FORM:

 3/25
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

**CITY OF SANTA FE
AMENDMENT No. 2 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM#19-0031**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT (#19-0031), date January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC (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 City with On Call Roadway and Trails Construction Services.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by eight million dollars and no cents (\$8,000,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million one hundred twenty thousand dollars and no cents (\$12,120,000), excluding applicable gross receipts taxes.

2. TERM

Article 5 of the Agreement is hereby amended to read in its entirety as follows:

This Agreement shall terminate on January 9, 2023, unless sooner pursuant to Article 7 below.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 3/3/2020

CONTRACTOR:

GM Emulsion, LLC.


Michelle M. Martinez, President

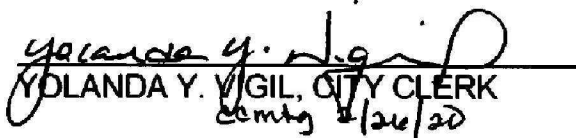
Date: 3/4/2020

NM Taxation & Revenue

ATTEST:

CRS # 03181502002

Registration# 19-00110289


YOLANDA Y. VIGIL, CITY CLERK
emtg 3/26/20

CITY ATTORNEY'S OFFICE:


SENIOR ASSISTANT CITY ATTORNEY
Date: 1/29/20

APPROVED:


MARY MCCOY, FINANCE DIRECTOR
Date: 3/2/20

various
Organization/Object

Signature: *Michael Moya*

Email: mrmoya@santafenm.gov












GM packet docs

Final Audit Report

2020-12-07


| | |
|-----------------|--|
| Created: | 2020-12-04 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_zG6PIWuXmN29xblngmU3PQ4IIZPV5PR |

"GM packet docs" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-04 - 5:41:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Randy Lopez (rjlopez@santafenm.gov) for signature
2020-12-04 - 5:44:54 PM GMT
-  Email viewed by Randy Lopez (rjlopez@santafenm.gov)
2020-12-05 - 7:09:25 PM GMT- IP address: 174.237.128.126
-  Document e-signed by Randy Lopez (rjlopez@santafenm.gov)
Signature Date: 2020-12-05 - 7:12:03 PM GMT - Time Source: server- IP address: 174.237.128.126
-  Document emailed to Michael Moya (mrmoya@santafenm.gov) for signature
2020-12-05 - 7:12:05 PM GMT
-  Email viewed by Michael Moya (mrmoya@santafenm.gov)
2020-12-07 - 5:18:04 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Michael Moya (mrmoya@santafenm.gov)
Signature Date: 2020-12-07 - 5:20:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-12-07 - 5:20:26 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-12-07 - 5:50:27 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-12-07 - 5:50:47 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-07 - 5:50:49 PM GMT

 Email viewed by Shannon Jones (swjones@santafenm.gov)


2020-12-07 - 6:44:50 PM GMT- IP address: 174.237.137.124

 Document e-signed by Shannon Jones (swjones@santafenm.gov)

Signature Date: 2020-12-07 - 6:45:37 PM GMT - Time Source: server- IP address: 174.237.137.124

 Document emailed to AJH (ajhopkins@santafenm.gov) for signature

2020-12-07 - 6:45:39 PM GMT

 Email viewed by AJH (ajhopkins@santafenm.gov)

2020-12-07 - 6:56:58 PM GMT- IP address: 104.47.65.254

 Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2020-12-07 - 6:58:36 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-07 - 6:58:36 PM GMT






GM #3 packet docs

Final Audit Report

2020-12-07

| | |
|-----------------|--|
| Created: | 2020-12-07 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAA-w8P-hOqI0gOQUsVL2iGuqFkl-PLJkk |

"GM #3 packet docs" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-07 - 7:40:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michelle Martinez (michelle@gmemulsion.com) for signature
2020-12-07 - 7:41:13 PM GMT
-  Email viewed by Michelle Martinez (michelle@gmemulsion.com)
2020-12-07 - 8:30:56 PM GMT- IP address: 73.26.162.22
-  Document e-signed by Michelle Martinez (michelle@gmemulsion.com)
Signature Date: 2020-12-07 - 8:31:42 PM GMT - Time Source: server- IP address: 73.26.162.22
-  Agreement completed.
2020-12-07 - 8:31:42 PM GMT

| |
|--|
| ACTION SHEET |
| ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/21 |
| FOR CITY COUNCIL MEETING OF 01/27/21 |

c) Request for Approval of Wastewater Collections department replacement vehicle in the total amount of \$80,859.85 for crane assisted sewer repairs. Vendor: Chalmers Ford Commercial Vehicles. (Michael Dozier, Wastewater Director, mldoazier@santafenm.gov, 955-4642)

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

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 | | |

01/13/21

| ACTION SHEET |
|--|
| PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021 |
| ISSUSE NO. 8C |
| Request for Approval of Wastewater Collections department replacement vehicle in the total amount of \$80,859.85 for crane assisted sewer repairs. Vendor: Chalmers Ford Commercial Vehicles. (Michael Dozier, Wastewater Director, mldoazier@santafenm.gov, 955-4642) |
| <u>Committee Review:</u> Public Works and Utilities Committee: 01/11/21 Finance Committee: 01/19/21 Governing Body: 01/27/21 |
| PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/19/2021 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: December 10, 2020

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Collections department replacement vehicle in the Total Amount of \$80,859.85 for crane assisted sewer repairs. Vendor: Chalmers Ford Commercial Vehicles.
Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The Wastewater Collections Section utilizes a 2007 F450 Ford truck with attached crane to lift sewer pumps and large hose equipment during repairs on the sewer collection system. While completing tasks in the service area, the crane truck suffered catastrophic engine failure. City fleet department recommended replacement after calculating repair cost and age of the vehicle. The purchase amount is not currently budgeted and will require a cash transfer to 5000362-570950 Vehicles <1.5 years.

PROCUREMENT METHOD:

Procurement method: New Mexico Purchasing Cooperative, CES RFP 2020-31A for CES Contract #220-31A-C103-ALL- Vehicles- Car, Vans, Pickups and Public Safety.

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Collections/5000362

Munis Object Name/Number: Vehicles <1.5/570950

In the amount of \$80,859.85

ACTION REQUESTED:

Wastewater Management Division, Collections Section respectfully requests your review and approval for the replacement purchase.

| | |
|-----------------------------|--|
| Log # {Finance use only}: | |
| Batch # {Finance use only}: | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| | |
|---|--------------------|
| DEPARTMENT / DIVISION NAME PUD/Waste Water | DATE 12/10/2020 |
|---|--------------------|

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---------------------|---------|--------|---------|------------------------------|------------------------------|
| <u>EXPENDITURES</u> | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |
| | | | | | |
| Vehicles >1.5 | 5000362 | 570950 | | 80,660 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| <u>REVENUES</u> | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

| | | |
|--|-----------|------|
| | \$ 80,660 | \$ - |
|--|-----------|------|

Budget Increase from Cash Balance in WWMD Enterprise Fund to purchase a replacement unit for FA #52913 2007 F450 4X4 w/ crane.

| | |
|--|----------------------------------|
| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 500 | (80,660) |
| | |
| | |
| TOTAL: | (80,660) |

| | | | |
|--|----------------------------|---|--|
| Maya Martinez Prepared By <i>{print name}</i> | 12/10/2020 Date | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> | <u>AJH</u> AJH (Dec 10, 2020 15:06 MST) |
| Michael Dozier (Dec 10, 2020 14:05 MST) | City Council Approval Date | CITY COUNCIL APPROVAL | Budget Officer |
| Division Director Signature <i>{optional}</i> | Date | <input style="width: 100px; height: 20px;" type="text"/> | Finance Director {≤ \$5,000} |
| Shannon Jones (Dec 10, 2020 14:13 MST) | Date | <input style="width: 100px; height: 20px;" type="text"/> | City Manager {≤ \$60,000} |
| Department Director Signature | Date | Agenda Item #: | Date |



PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

(505) 554-6447

QUOTE TO: **City of Santa Fe**
Daniel Garcia
dagarcia@santafenm.gov
505.231.8561

QUOTE NUMBER 120420-3
QUOTE DATE December 4, 2020
MEMBER PO #.
CES PO#
TERMS Due on Receipt
SALES REP Mike Michnuk
SHIPPED VIA Pick UP
F.O.B. Dealership
PREPAID or COLLECT

SHIPPED TO:

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----------------------------------|---|------------|-----------------|
| | Pricing Pursuant to CES Contract # 2020-31A-C103-All | | |
| 1 | 2020 Ford F450 Extended Cab, 4x4, 60"CA, 168" Wheel Base, 6.7L Diesel Engine, 10-Speed Auto Transmission, Oxford White, Medium Earth Gray Cloth, 4.10 Limited Slip, Bluetooth, Power Equipment Group, Upfitter switches, Skide Plates, Block Heater, PTO, Rear Camera, | 59,575.00 | \$59,575.00 |
| 1 | CES Discount (15%) | (8,936.25) | \$ (8,936.25) |
| 1 | Roof Width Light Bar 16 LED (Amber) | 1,950.00 | \$ 1,950.00 |
| 1 | Perimeter Lightig (2 Front 2 Rear) | 1,250.00 | \$ 1,250.00 |
| 1 | Clark Truck Build Crane Body with 4000lbs Crane (Specs Attahced) | 27,021.10 | \$ 27,021.10 |
| | In Stock | | |
| | | SUBTOTAL | 80,859.85 |
| | | TAX | |
| | | FREIGHT | |
| <i>Proposal Valid for 30 Days</i> | | | \$80,859.85 |
| | | | PAY THIS AMOUNT |

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com



Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Thomas M. Cullen
Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM87124

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31A for CES Contract # 2020-31A-C103-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

**ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

CES RFP NUMBER: 2020-31A

RFP DESCRIPTION: Vehicles - Car, Vans, Pickups and Public Safety

CES CONTRACT NUMBER: 2020-31A-C103-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 7/17/2020, to Chalmers Ford, with its principal office located at 2500 Rio Rancho Dr SE, Rio Rancho, NM 87124 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for four (4) calendar years from the effective contract award date 7/17/2020 through 7/16/2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.
2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.
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5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.
6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

Chalmers Ford

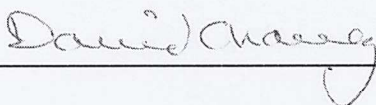
David Chavez

Thomas M. Cullen

Printed Name

Printed Name

By:



By:

DocuSigned by:
Thomas M. Cullen

Fleet Director

Title: Executive Director

Title: _____

**ATTACHMENT A
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Vehicles - Car, Vans, Pickups and Public Safety for a firm, fixed price as described in solicitation CES RFP 2020-31A, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31A

**Omissions in CES RFP 2020-31A for Vehicles - Car, Vans, Pickups and Public Safety of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

**ATTACHMENT B
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

PRICING

- A. CES Members and Participating Entities will pay Contractor for Vehicles - Car, Vans, Pickups and Public Safety rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.
- B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

**RFP # 2020-31A Vehicles - Car,
Vans, Pickups and Public
Safety**

LINE ITEM N

| Company Name | Chalmers Ford | | Veh Manufa |
|--|---|----------------------------|-----------------------|
| Product Name | Product Description | Unit of Measure | Region 1 |
| Offeror's Support for CES Pricing | Offeror's Support for CES Pricing, Percent of difference between CES Price and individual entity price. | % | 2.00% |
| Alternative Costing O/P | Alternative Methods of Costing - percent of overhead/markup and profit added to cost | % | 10.00% |
| Alternative Costing CES Discount | Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount | % | 4.00% |
| Small Sedans and Station Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Midsize Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 14.00% |
| Large Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 11.00% |
| Minivans GVRW of 8500 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Small GVRW of 6000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Pickup Trucks Large GVRW of 6000 to 8500 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Sport-Utility Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Alternative -Fuel Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Hybrid-Electric | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Police Cars | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 15.00% |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Small Sedans and Station Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |

| | | | |
|--|--|----|----------|
| Midsize Sedans and Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 14.00% |
| Large Sedans and Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 11.00% |
| Minivans GVRW of 8500 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Small GVRW of 6000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Pickup Trucks Large GVRW of 6000 to 8500 lbs | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Sport-Utility Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Alternative -Fuel Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Hybrid-Electric | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Police Cars | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 15.00% |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Optional equipment | Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Hourly Rates for Installation of Accessories and Equipment | Hourly Rate | \$ | \$100.00 |
| Hourly Rates for Paint and Body Services | Hourly Rate | \$ | \$65.00 |
| Hourly Service Rates for Maintenance and Repairs | Hourly Rate | \$ | \$90.00 |
| Replacement Parts, Materials and Supplies | Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Maintenance Service Plans | Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Extended Warranty | Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Vehicle Delivery Cost | Cost per mile from Dealer to CES Member | \$ | \$2.00 |
| Emergency Road Side Service | Hourly Rate | \$ | \$95.00 |

| | | | |
|---|--|----|--------|
| Emergency Road Side Service | Cost per mile | \$ | \$2.00 |
| Used Vehicle Purchase Options - Wholesale Blue Book Option | Dealer discount not to exceed a maximum of XX.XX% | % | 10.00% |












CES Chalmers Packet

Final Audit Report

2020-12-10

| | |
|-----------------|--|
| Created: | 2020-12-10 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA7aqUZV7qbuaBk0X-jhUAUnztjFXUdchy |

"CES Chalmers Packet" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-10 - 8:59:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-12-10 - 9:02:20 PM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)
2020-12-10 - 9:04:18 PM GMT- IP address: 97.123.105.154
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-12-10 - 9:05:54 PM GMT - Time Source: server- IP address: 97.123.105.154
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-10 - 9:05:58 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-12-10 - 9:13:01 PM GMT- IP address: 174.28.176.190
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-12-10 - 9:13:26 PM GMT - Time Source: server- IP address: 174.28.176.190
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-12-10 - 9:13:30 PM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)
2020-12-10 - 10:01:57 PM GMT- IP address: 104.47.65.254
-  Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2020-12-10 - 10:06:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-12-10 - 10:06:06 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021

ISSUE NO. 8D

Request for Approval of a Budget Amendment Resolution (BAR) to move funds from the Cash Balance WWMD Enterprise to the Wastewater Collections Vehicles fund. (5000362.570950) to purchase replacement unit for Fixed Asset No. 52913, 2007 F450 4X4 with Crane. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:

Public Works and Utilities Committee: 01/11/21
 Finance Committee: 01/19/21
 Governing Body: 01/27/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/19/2021 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: December 10, 2020

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Collections department replacement vehicle in the Total Amount of \$80,859.85 for crane assisted sewer repairs. Vendor: Chalmers Ford Commercial Vehicles.
Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The Wastewater Collections Section utilizes a 2007 F450 Ford truck with attached crane to lift sewer pumps and large hose equipment during repairs on the sewer collection system. While completing tasks in the service area, the crane truck suffered catastrophic engine failure. City fleet department recommended replacement after calculating repair cost and age of the vehicle. The purchase amount is not currently budgeted and will require a cash transfer to 5000362-570950 Vehicles <1.5 years.

PROCUREMENT METHOD:

Procurement method: New Mexico Purchasing Cooperative, CES RFP 2020-31A for CES Contract #220-31A-C103-ALL- Vehicles- Car, Vans, Pickups and Public Safety.

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Collections/5000362

Munis Object Name/Number: Vehicles <1.5/570950

In the amount of \$80,859.85

ACTION REQUESTED:

Wastewater Management Division, Collections Section respectfully requests your review and approval for the replacement purchase.

| | |
|-----------------------------|--|
| Log # {Finance use only}: | |
| Batch # {Finance use only}: | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| | |
|---|--------------------|
| DEPARTMENT / DIVISION NAME PUD/Waste Water | DATE 12/10/2020 |
|---|--------------------|



| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---------------------|---------|--------|---------|------------------------------|------------------------------|
| <u>EXPENDITURES</u> | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |
| | | | | | |
| Vehicles >1.5 | 5000362 | 570950 | | 80,660 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| <u>REVENUES</u> | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

| | | |
|--|-----------|------|
| | \$ 80,660 | \$ - |
|--|-----------|------|

Budget Increase from Cash Balance in WWMD Enterprise Fund to purchase a replacement unit for FA #52913 2007 F450 4X4 w/ crane.

| | |
|--|----------------------------------|
| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
| | Fund Balance Increase/(Decrease) |
| Fund(s) Affected | Increase/(Decrease) |
| 500 | (80,660) |
| | |
| | |
| TOTAL: | (80,660) |

| | | | |
|--|---|---|---|
| Maya Martinez Prepared By <i>{print name}</i> | 12/10/2020 Date | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> | <div style="text-align: right;">  AJH (Dec 10, 2020 15:06 MST) Budget Officer </div> |
| <div style="text-align: center;">  Michael Dozier (Dec 10, 2020 14:05 MST) </div> | Division Director Signature <i>{optional}</i> Date | CITY COUNCIL APPROVAL City Council Approval Date | Finance Director {≤ \$5,000} Date |
| <div style="text-align: center;">  Shannon Jones (Dec 10, 2020 14:13 MST) </div> | Department Director Signature Date | Agenda Item #: | City Manager {≤ \$60,000} Date |



PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

(505) 554-6447

QUOTE TO: **City of Santa Fe**
Daniel Garcia
dagarcia@santafenm.gov
505.231.8561

QUOTE NUMBER 120420-3
QUOTE DATE December 4, 2020
MEMBER PO #.
CES PO#
TERMS Due on Receipt
SALES REP Mike Michnuk
SHIPPED VIA Pick UP
F.O.B. Dealership
PREPAID or COLLECT

SHIPPED TO:

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----------------------------------|---|------------|-----------------|
| | Pricing Pursuant to CES Contract # 2020-31A-C103-All | | |
| 1 | 2020 Ford F450 Extended Cab, 4x4, 60"CA, 168" Wheel Base, 6.7L Diesel Engine, 10-Speed Auto Transmission, Oxford White, Medium Earth Gray Cloth, 4.10 Limited Slip, Bluetooth, Power Equipment Group, Upfitter switches, Skide Plates, Block Heater, PTO, Rear Camera, | 59,575.00 | \$59,575.00 |
| 1 | CES Discount (15%) | (8,936.25) | \$ (8,936.25) |
| 1 | Roof Width Light Bar 16 LED (Amber) | 1,950.00 | \$ 1,950.00 |
| 1 | Perimeter Lightig (2 Front 2 Rear) | 1,250.00 | \$ 1,250.00 |
| 1 | Clark Truck Build Crane Body with 4000lbs Crane (Specs Attahced) | 27,021.10 | \$ 27,021.10 |
| | In Stock | | |
| | | SUBTOTAL | 80,859.85 |
| | | TAX | |
| | | FREIGHT | |
| <i>Proposal Valid for 30 Days</i> | | | \$80,859.85 |
| | | | PAY THIS AMOUNT |

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com



Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Thomas M. Cullen
Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM87124

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

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Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

**ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

CES RFP NUMBER: 2020-31A

RFP DESCRIPTION: Vehicles - Car, Vans, Pickups and Public Safety

CES CONTRACT NUMBER: 2020-31A-C103-ALL

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4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.
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6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

Chalmers Ford

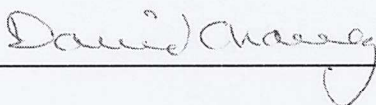
David Chavez

Thomas M. Cullen

Printed Name

Printed Name

By:



By:

DocuSigned by:
Thomas M. Cullen

Fleet Director

Title: Executive Director

Title: _____

**ATTACHMENT A
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Vehicles - Car, Vans, Pickups and Public Safety for a firm, fixed price as described in solicitation CES RFP 2020-31A, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31A

**Omissions in CES RFP 2020-31A for Vehicles - Car, Vans, Pickups and Public Safety of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

**ATTACHMENT B
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

PRICING

- A. CES Members and Participating Entities will pay Contractor for Vehicles - Car, Vans, Pickups and Public Safety rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.
- B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

**RFP # 2020-31A Vehicles - Car,
Vans, Pickups and Public
Safety**
LINE ITEM N

| Company Name | Chalmers Ford | | Veh Manufa |
|--|---|--------------------|---------------|
| Product Name | Product Description | Unit of Measure | Region 1 |
| Offeror's Support for CES Pricing | Offeror's Support for CES Pricing, Percent of difference between CES Price and individual entity price. | % | 2.00% |
| Alternative Costing O/P | Alternative Methods of Costing - percent of overhead/markup and profit added to cost | % | 10.00% |
| Alternative Costing CES Discount | Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount | % | 4.00% |
| Small Sedans and Station Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Midsize Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 14.00% |
| Large Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 11.00% |
| Minivans GVRW of 8500 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Small GVRW of 6000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Pickup Trucks Large GVRW of 6000 to 8500 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Sport-Utility Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Alternative -Fuel Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Hybrid-Electric | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Police Cars | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 15.00% |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Small Sedans and Station Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |

| | | | |
|--|--|----|----------|
| Midsize Sedans and Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 14.00% |
| Large Sedans and Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 11.00% |
| Minivans GVRW of 8500 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Small GVRW of 6000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Pickup Trucks Large GVRW of 6000 to 8500 lbs | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 18.00% |
| Sport-Utility Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Alternative -Fuel Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Hybrid-Electric | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 8.00% |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Police Cars | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 12.00% |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 15.00% |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Optional equipment | Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Hourly Rates for Installation of Accessories and Equipment | Hourly Rate | \$ | \$100.00 |
| Hourly Rates for Paint and Body Services | Hourly Rate | \$ | \$65.00 |
| Hourly Service Rates for Maintenance and Repairs | Hourly Rate | \$ | \$90.00 |
| Replacement Parts, Materials and Supplies | Percent of Discount off Printed/Published Price Sheets | % | 10.00% |
| Maintenance Service Plans | Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Extended Warranty | Percent of Discount off Printed/Published Price Sheets | % | 4.00% |
| Vehicle Delivery Cost | Cost per mile from Dealer to CES Member | \$ | \$2.00 |
| Emergency Road Side Service | Hourly Rate | \$ | \$95.00 |

| | | | |
|---|--|----|--------|
| Emergency Road Side Service | Cost per mile | \$ | \$2.00 |
| Used Vehicle Purchase Options - Wholesale Blue Book Option | Dealer discount not to exceed a maximum of XX.XX% | % | 10.00% |












CES Chalmers Packet

Final Audit Report

2020-12-10

| | |
|-----------------|--|
| Created: | 2020-12-10 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA7aqUZV7qbuaBk0X-jhUAUnztjFXUdchy |

"CES Chalmers Packet" History


-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-10 - 8:59:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-12-10 - 9:02:20 PM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)
2020-12-10 - 9:04:18 PM GMT- IP address: 97.123.105.154
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-12-10 - 9:05:54 PM GMT - Time Source: server- IP address: 97.123.105.154
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-10 - 9:05:58 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-12-10 - 9:13:01 PM GMT- IP address: 174.28.176.190
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-12-10 - 9:13:26 PM GMT - Time Source: server- IP address: 174.28.176.190
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-12-10 - 9:13:30 PM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)
2020-12-10 - 10:01:57 PM GMT- IP address: 104.47.65.254
-  Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2020-12-10 - 10:06:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-12-10 - 10:06:06 PM GMT


City of Santa Fe New Mexico

Memo

Date: October 17, 2020

To: City Council
Finance Committee
Public Utility/Public Works Committee

Via: Shannon Jones, Utility Department Director 
SJ

From: Nancy Jimenez, Utility Billing Division Director 
NLJ

Re: BAR and Amendment #3 for Mountain River Consulting

Background/Summary:

The Utility Billing Division is respectfully requesting Amendment #3 for Mountain River's 4-year contract adding additional funding through June 30, 2021.

RFP #18/43/P was approved with the option for up to 4 years, at this time Amendment #3 increases the amount for Mountain River to continue their ITT support to Utility Billing's 20 year old billing system, their financial reporting support to The Finance Department, and their project management of the new billing system upgrade.

The committee process in June 2020 approved the 3rd year of a 4-year contract with Mountain River but only funding for the first half of FY 20/21 for \$350,000.

This request is for the increase for the 2nd 6 months of FY20/21 for the additional \$350,000 that is projected to be spent for the three above-mentioned items.

FY19/20 Utility Billing was budgeted \$700,000 but only spent \$574,249, an average per month of \$47,854 and savings of \$125,751.00; we did believe that we would be spending more money as we hoped that the new billing system upgrade would have started in FY19/20. As of September 31, 2020, we have spent \$123,480.49 and average of \$41,160 per month, of the approved \$350,000 leaving a balance for October, November and December of \$226,519.51.

I am asking for an additional \$350,000 as we anticipate starting the upgrade of our billing system in the first quarter of 2021. Please know that we only ask Mountain River to do the ITT, Financial, and project management that is absolutely necessary to keep a 20 year old billing system running, we will not spend any additional money on our old billing system that is not needed in anticipation of the upgraded billing system.

Please see attached BAR using cash available and business unit 5110351.510340 for these expenses.

Requested Action:

Approval of Amendment #3 with Mountain River Consulting for an additional amount of \$350,000.00 through FY ending 06/30/21.

| | |
|-----------------------------|--|
| Log # {Finance use only}: | |
| Batch # {Finance use only}: | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME PUD / UCS | | | | | DATE 10/21/2020 | |
|--|---------|--------|---------|------------------------------|------------------------------|--|
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| <u>EXPENDITURES</u> | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> | |
| Software Subscriptions | 5110351 | 510340 | | 379,532 | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| <u>REVENUES</u> | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo | | | | \$ 379,532 | \$ - | |

Budget Increase from Cash Balance for Mountain River contract Amendment #3.
Contract amount plus NMGRT

| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
|--|----------------------------------|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 511 | (379,532) |
| | |
| TOTAL: | (379,532) |

| | | | |
|---|--------------------|---|---|
| Maya Martinez Prepared By <i>{print name}</i> <i>Nancy L. Jimenez</i> <small>Nancy L. Jimenez (Oct 21, 2020 17:31 MDT)</small> | 10/21/2020 Date | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> | AJH <small>AJH (Oct 22, 2020 10:25 MDT)</small> |
| Division Director Signature <i>{optional}</i> <i>Shannon Jones</i> <small>Shannon Jones (Oct 21, 2020 19:19 MDT)</small> | Date | CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/> | Budget Officer Finance Director {≤ \$5,000} City Manager {≤ \$60,000} |
| Department Director Signature Date | Date | | Date |

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
Item #18-0910; #19-0398; 20-0264

ITEM# _____
Munis # 3200094

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Mountain River Consulting, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

.RECITALS

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

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

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of three hundred fifty thousand dollars (\$350,000.00), plus applicable gross receipts tax so that Article 4 reads as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million six hundred eighty thousand dollars (\$1,680,000) plus applicable gross receipts taxes.

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: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 21, 2020 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

FINANCE DIRECTOR

5110351.510340

Object/Org AL
AL

CONTRACTOR:

Mountain River Consulting, Inc.

David W Barnes

NAME
Owner

TITLE

Date: 10/29/2020

NM Taxation & Revenue
CRS # 02-966879-00-4
City of Santa Fe Business
Registration# 98444






2020 10 21 Amendment#3 Mountain River

Final Audit Report

2020-10-21

| | |
|-----------------|--|
| Created: | 2020-10-21 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAvJE9gmglBiyP3HOqCGayqQagl7CcJ_Du |

"2020 10 21 Amendment#3 Mountain River" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-10-21 - 2:10:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-10-21 - 2:10:40 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-10-21 - 2:14:47 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-10-21 - 2:16:16 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2020-10-21 - 2:16:16 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200094

Contractor: Mountain River

Description: Database development, training, support services.

Contract Agreement Lease / Rent Amendment

Term Start Date: 5/20/16 Term End Date: 6/30/21

Approved by Council Date: 5/20/16

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 180910

Increase/(Decrease) Amount \$ 350000

Extend Termination Date to: na

Approved by Council Date: Pending

Amendment is for: Additional funding for FY2021

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

| | | | |
|--|--------------------------|--------------------------|------------------|
| \$280,000.00 | Original Contract | Termination Date: | 6/30/2019 |
| \$700,000.00 | amendment #1 | Termination Date: | 6/30/2020 |
| annaul database development, support and training services. \$280K application support \$ 420K project management | | | |
| \$350,000.00 | amendment # 2 | Termination Date: | 6/30/2021 |
| Increase compensation for new FY and extend Term for new FY. | | | |

3. Procurement History: 18/43/P

Frank Dunaway Nov 4, 2020
Frank Dunaway (Nov 4, 2020 14:18 MST) Date:

Purchasing Officer Review: _____

Comment & Exceptions: _____

4. Funding Source: Utility Billing Enterprise Fund

Org / Object: 5110351 .510340
 Nov 4, 2020
 Date:

Alexis Lotero
Alexis Lotero (Nov 4, 2020 12:40 MST)

Budget Officer Approval: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

Procurement Title: Support services for Utility Billing Division, Database, Development and training

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP # 18/43/P

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

Department Requesting Utilities _____ Staff Name Nancy Jimenez

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 | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Nancy Jimenez Nancy L Jimenez (Oct 21, 2020 17:31 MDT) Utility Billing Division Director

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

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

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



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

BUSINESS REGISTRATION

Business Name: MOUNTAIN RIVER CONSULTING INC
DBA: MOUNTAIN RIVER CONSULTING
INC

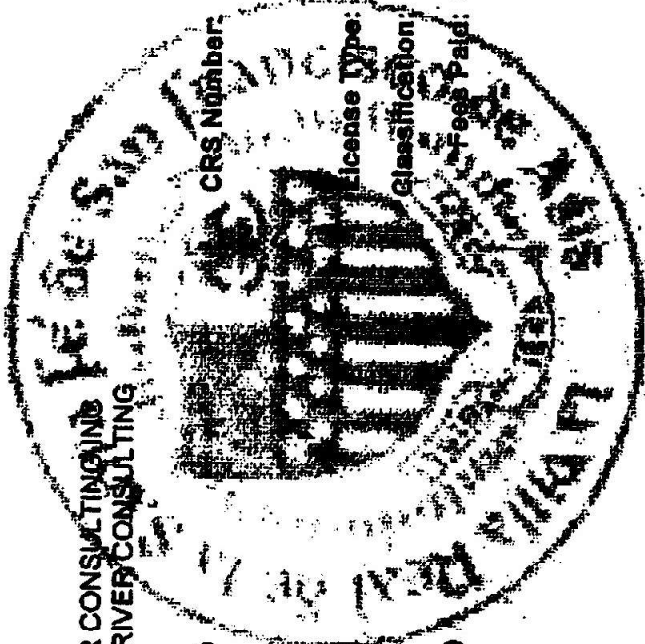
Business Location: 2651 SIRINGO RD
RIRE, ID 83443

Owner: DAVID BARNES

License Number: 98444

Issued Date: March 07, 2020

Expiration Date: December 31, 2020



CRS Number: 02966879004

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOUNTAIN RIVER CONSULTING INC
PO BOX 808
RIRE, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2020

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

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

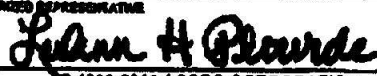
| | |
|--|---|
| PRODUCER Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404 | CONTACT Name: LuAnn Plourde Phone No.: 2082222283 FAX No.: 2082422282 Email: lannp@acfiinsure.com |
| | INSURERS AFFORDING COVERAGE COMPANY A: The Hartford 12482 COMPANY B: Prudential Mechanical Insurance Company AutoP 11770 COMPANY C: The Hartford 29469 COMPANY D: Philadelphia Indemnity Insurance Company COMPANY E: |
| INSURED Mountain River Consulting, Inc. PO Box 606 Ririe, ID 83443 | |

COVERAGES **CERTIFICATE NUMBER:** 00002172-63091 **REVISION NUMBER:** 28

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.

| LINE | TYPE OF INSURANCE | SUBSCHEDULE | FORM | CLASS | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|------|--|-------------|------|-------|---------------|-------------------------------|-------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> ... GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC OTHER: | Y | N | | 348BAH4498 | 02/28/2020 | 02/28/2021 | EACH OCCURRENCE (COVERS TO EXTENT PERMITTED BY APPLICABLE LAW) \$ 1,000,000 MED SUP (Per occ/annul) \$ 250,000 MED SUP (Per occ/annul) \$ 10,000 PERSONAL & AUTO PLIABTY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | N | | 03624138-8 | 02/28/2020 | 02/28/2021 | COVERED BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> ... Ded. <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | N | | 348BAB4498 | 02/28/2020 | 02/28/2021 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY (EMPLOYER/EMPLOYEE) EXCLUSIVE (If yes, describe other description of operations below) | Y/N | N/A | | 34WECCD1062 | 02/28/2020 | 02/28/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - SA EMPLOYEES \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liab | Y | N | | PHSD1613234 | 02/28/2020 | 02/28/2021 | 1,000,000 Occur |
| A | ARISA/EMPLOYEE DIS. | Y | N | | 348BAH4498 | 02/28/2020 | 02/28/2021 | 200000.Limit 1,000,000 Agg 1,000 Ded. |

DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is needed))
 City of Santa Fe is an additional insured as respects to liability arising out of the operations performed by the named insured.

| | |
|---|---|
| CERTIFICATE HOLDER City of Santa Fe 2651 Siringa Rd, Bldg. F Santa Fe, NM 87505 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (LHP) |
|---|---|

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Mountain River Consulting (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 Database, Development, Training and Support Services for the City of Santa Utility Billing Division.

A. Functional Areas:

The following table contains the list of functional areas of the desired services.

Table 03: Functional Areas

| No. | Functional Area | No. | Functional Area |
|-----|-------------------------------|-----|---------------------|
| 1 | Utility Customer Service | 5 | Accounts Receivable |
| 2 | Utility Billing Functionality | 6 | Accounts Payable |
| 3 | Meter Reading Import/Export | 7 | Fixed Assets |
| 4 | Cashiering | 8 | General Ledger |

B. Data Transfer Process:

The Contractor must ensure the integrity of all data transmission and development of requested interfaces.

C. Support and Maintenance:

The Contractor shall at all times provide IT maintenance and support services for all custom developed software, and JDEdwards Utility Customer Information System (UCIS).

D. Systems Integration:

The Contractor must provide if needed custom programs with the ability to interface with the City's current and any future Billing Systems and Financial System. The Contractor must ensure that the system will protect confidentiality with regard to all data obtained from said systems. Current system integration includes Oracle JDEdwards Enterprise One Financials, ActiveNet Payment Manager, Paymentus and Postal Pros.

E. Data Back-up and Restore:

The Contractor shall have expertise in data back-up and restore processes on IBM I-series/AS400 platform. Any data updates shall follow IT best practices for saving files prior to updates.

F. Reports:

Proposals shall describe all reports that can be generated by the system, whether or sample of a custom report developed on the current platform and software.

G. Computer System Environment:

The City expects the Contractor to have expertise on IBM I-Series/AS400, OS400 version 7.1 and JDEdwards Utility Customer Information System.

H. Application Design:

Proposals shall describe the expertise in IBM I-Series platform including IBM Security, Integrated File System (IFS) and integration to PC, RPG programming on I-series, CL programming on I-series.

I. Data Processes:

Proposals shall describe the general method for processing and updating of data, including screen design aid (SDA) and I-series data utilities including Data File Utility (DFU), Program Data Management (PDM), Sequel Query Language (SQL) and AS400 Query.

J. Security Authorization:

Proposals shall describe the system security controls that will be used to regulate access to data and specific functions of the system on I-series.

K. Technical Support:

Proposals shall thoroughly describe staff that will be used and their experience to support the requirements. Proposals shall identify the City's rights to use and modify the software after completion of the development and/or contract period.

L. Disaster Recovery:

Proposals shall describe the precautions to be taken to ensure that all systems, files and data are reliably backed up and when appropriate, archived in case of disaster. Proposals shall thoroughly explain the disaster recovery and backup plan that at a minimum shall address the following:

- (1) Procedures for back up on IBM I-series
- (2) Procedures for restoring data on IBM I-series

M. Security:

The Contractor shall provide complete security protocol for the protection of both data and physical components. Security includes the protection of physical items such as communication networks. Security shall also include guarding non-physical items, such as the confidentiality of data.

N. City Staffing and Management:

The City will have a dedicated manager through implementation and support. The City intends to have both functional and technical resources available during implementation. Additional detailed City resource planning has not been completed and will be based on the resource estimates provided by the Offeror.

O. Vendor Staffing and Management:

Superior services levels require a staff with demonstrated technical expertise. The Contractor's key staff shall be evaluated on the amount and quality of experience in their technical disciplines.

The Contractor, and subcontractors who are responsible for 30% or more of the scope of work, shall provide adequate transition staff that resides within the City and County of Santa Fe for the duration of the transition period. This staffing requirement will include personnel with the ability to provide improvements and enhancements to the system.

Proposals shall contain a staffing plan that provides time allocation (percentage of dedication to the proposed contract) for the staff person(s).

Proposals shall describe how system availability shall be ensured through technical service support, and describe the ability to provide this support and the facilities and other requirements needed on site. Proposals shall also explain how the proposed staffing is sufficient to provide Customer service to meet requested standards and support.

P. Current City Applications Environment:

A variety of applications and databases exist in the current environment to support the City's core business processes. The application environment includes the primary applications as described further below.

(1) JDEdwards Utility Customer Information System (UCIS): The current UCIS system is running version 7.3 cum 11. Running on IBM system I power 6 on one of the city 3 Logical Partitions (LPAR). On the production LPAR running UCIS there is 1 production environment and 1 test environment.

(2) JD Edwards EnterpriseOne: The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three (3) environments; Production (PD); Prototype (PY); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

(3) The City is currently using UCIS modules that include Customer Service, Billing, Meter Reading, Fixed Assets, Accounts Receivable, Accounts Payable, and General Ledger. JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control.

Q. Training and Documentation

The Contractor will develop, provide, and manage a detailed plan for training. Documentation, including training manuals and agendas, will be provided by the Proposer before each training session with City staff.

The Contractor shall describe the ability to provide up-to-date, detailed documentation that describes the features and functions of the custom-rendered reports and queries. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and/or PDF forms.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred and eighty thousand dollars (\$280,000), plus applicable gross receipts taxes as described in Exhibit "A" attached hereto.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2019, unless sooner pursuant to Article 6 below. This Agreement may be extended for (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the

services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its

compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek

to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged

into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Utility Billing Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
David Barnes
Mountain River Consulting, Inc.
P.O. Box 606
Ririe, ID 83443

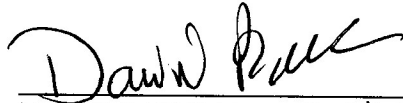
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Mountain River Consulting, Inc.



ALAN WEBBER, MAYOR

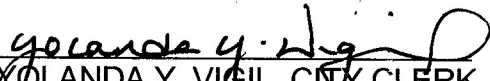


NAME & TITLE *Owner*
David Barnes
DATE: *8-25-18*

DATE: _____

ATTEST:

CRS #: 02-966879-00-4
Business Registration #: 18-00098444



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 8/18/18
APPROVED AS TO FORM:



CITY ATTORNEY *6/29/18*

APPROVED:



FINANCE DIRECTOR *✓*

52201
Business Unit Line Item



Price Proposal

Mountain River Consulting, Inc. has estimated the budget for this proposal at \$280,000.

Mountain River Consulting has estimated this projected to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the project, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actually hours will be billed.

Schedule of Consulting Fees and Reimbursable Expenses

| Position | Fee/Hour |
|--------------------------------|----------|
| Senior J.D. Edwards Specialist | \$135.00 |

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to The City of Santa Fe as follows:

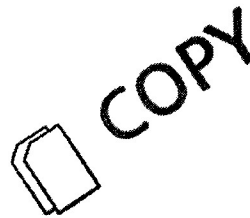
- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$64.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Please call David Barnes at (208) 520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 606, Ririe, Idaho 83443 or fax a signed copy to 208-445-4075.

Sincerely,

David W Barnes
 David W. Barnes
 Owner/Industry Specialist
 Mountain River Consulting, Inc.
dbarnes@mtnriver.net



Accepted by: City Of Santa Fe, NM.

Signature

Date

Printed Name & Title

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Item#18-0910**

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Mountain River Consulting, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

. RECITALS

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

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

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of seven hundred thousand dollars (\$700,000.00), plus applicable gross receipts tax so that Article 4 reads as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed nine hundred eighty thousand dollars (\$980,000.00) plus applicable gross receipts taxes.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so

that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Mountain River Consulting, Inc.


ALAN WEBBER, MAYOR

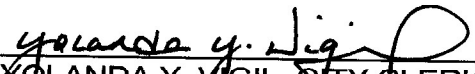
Date: 5/31/19



NAME & TITLE
DAVID Barnes - owner

Date: 4.26.2019

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mrs. 5/29/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 4/17

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52201.530710
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
Item #18-0910; #19-0398

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Mountain River Consulting, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

.RECITALS

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

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

1. **SCOPE OF SERVICES:**

Article 1 of the Agreement is amended to include the deliverables described in Exhibit "B" attached hereto and incorporated within.

2. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of three hundred fifty thousand dollars (\$350,000.00), plus applicable gross receipts tax so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million three hundred thirty thousand dollars (\$1,330,000) plus applicable gross receipts taxes.

3. **TERM.**

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

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the

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

CITY OF SANTA FE:

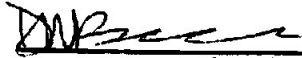


ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

MOUNTAIN RIVER CONSULTING



NAME DAVID BARBAS

President

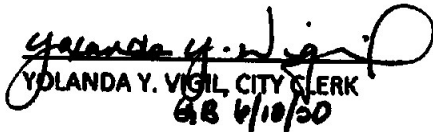
TITLE

DATE: 6-16-20

CRS#02-966879-00-4

BRN# _____

ATTEST:



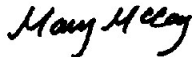
YOLANDA Y. VIGIL, CITY CLERK
6/8 6/10/20

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

5110351.530710

Business Unit/Line Item

| Mountain River Contract | | |
|---|---|---|
| Deliverables | Due Date | Compensation |
| Support and troubleshoot any UCIS software issues | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Support weekly billing and backups | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Support and troubleshoot UCIS Financial data to Tyler Munis | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Create and run data Integrities - clean up 20+ years of date | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Support and troubleshoot UCIS to 3rd Party products (Paymentus, Lockbox, Wells Fargo, etc.) | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Year end close and quarterly review/analysis as directed by City | Sept, Dec 2020 | Hourly rate of \$135.00 per hour excluding tax. |
| Address business, data, and process issues for Utility Billing Division | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Support and complete reporting requests and any additional requirements/changes to existing reports | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Support City Utility billing Staff, cashiers, finance, with training, support, and knowledge transfer of UCIS, E-1 and Munis Financial software | daily/weekly depending on issues that might come up | Hourly rate of \$135.00 per hour excluding tax. |
| Invoices - invoices per person, summary pages with ITT work orders referenced, hours per item/issue | by-weekly | Hourly rate of \$135.00 per hour excluding tax. By-weekly invoice with tax calculated for all worked hours per individual. |

Contractor should be available Monday through Friday 8am-5pm by email or phone (mountain standard time). Most Thursdays will need to be 8am to 10pm due to Billing after the hour of 5pm

| Task Item | Description |
|--|--|
| Support and troubleshoot any UCIS software issues Support weekly billing and backups | Contractor will be available if issue is identified by City and if decision is needed to be fixed if a one off then not addressed by contractor Assist with DFU's, back up of system before billing each Thursday nights |
| Support and troubleshoot UCIS Financial data to Tyler Munis Create and run data integrities - clean up 20+ years of date to prepare for Advanced migration | Assist Senior financial analyst, cashiers, financial analyst with posting, reports, access issues, logic for interfaces between UCIS and E-1 or Munis Rerun integrities from the weekly assignments given to employees at UBD to confirm clean up of data for migration to Advanced |
| Support and troubleshoot UCIS to 3rd Party products (Paymentus, Lockbox, Wells Fargo, etc.) assist Cashiers Year end close and quarterly review/analysis as directed by City assist Finance | Be available to Cashiers and senior financial analyst should issues with 3rd party products have issues Assist with needed integrate reports for quarterly/fiscal year ending reports requested by the City's Finance to the Utilities Dept/Divs |
| Address business, data, and process issues for Utility Billing Division Support and complete reporting requests and any additional requirements/changes to existing reports | Assist with adjustments to files/reports/processes due to COVID19, and best business practices affected by changing philosophy. Modify existing reports with additional needed information, dates, policy changes etc. |
| Support City Utility billing Staff, cashiers, finance, with training, support, and knowledge transfer of UCIS, E-1 and Munis Financial software Invoices - invoices per person, summary pages with ITT work orders referenced, hours per item/issue | Provide knowledge transfer, training, support to employees for new interface processes from UCIS, E-1, caused by new processes to post into Munis financials. By-weekly invoices with totals per person by week, hours worked, issues worked on, adding tax to total owed by City |

City of Santa Fe, New Mexico

Memo

Date: June 1, 2020

To: City Council
Finance Committee
~~Public Utility/Public Works Committee~~

Via: Shannon Jones, Utility Department Director *SJ by njf*

From: Nancy Jimenez, Utility Billing Division Director *njf*

Re: Amendment #2 for Mountain River Consulting

Background/Summary:

The Utility Billing is respectfully asking to amend Mountain River's contract by adding one year and increasing the contact amount for FY20/21.

RFP #18/43/P was approved with the option for up to 4 years, at this time I am asking to amend the contract for the 3rd year of a 4-year contract. Per the recommendations from the Finance Committee this amendment also asks for an increase to the contract amount of \$350,000 for FY20/21 with the requirement to come back to the committees within 6 months with an update and if needed an additional increase to the contracted amount. We originally requested \$700,000 in FY20/21's budget request but modifications in the budget request due to COVID19 for funding in FY20/21 have been adjusted to \$350,000. Business unit 5110351.530710 will be used for these expenses.

Requested Action:

Approval to amend contract with Mountain River Consulting for one additional year and \$350,000.00 through FY ending 06/30/21.



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

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Mountain River Consulting

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$280,000.00

Termination Date: June 30, 2019

Approved by Council Date: _____

or by City Manager Date: May 20, 2018

Contract is for: Database development, training, support services.

Amendment # 2 to the Original Contract# 18-0910

Increase/(Decrease) Amount \$ \$350,000.00

Extend Termination Date to: June 30, 2021

Approved by Council

or by City Manager Date: _____

Amendment is for: Extend Term

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

Plus GRT

Inclusive of GRT

Amount \$ 280,000.00 of original Contract# 18-0910 Termination Date: 6/30/2019

Reason: database development, training, support services

Amount \$ 700,000.00 amendment 1 Termination Date: 6/30/2020

Reason: annual database development, support and training services. \$280K application support \$ 420K project management

Amount \$ 350,000.00 amendment # 2 Termination Date: 6/30/2021

Reason: Increase compensation for new FY and extend Term for new FY.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$1,330,000.00



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

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

RFP# 18/43/P Date: May 16, 2018

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

**6 Procurement History: Year 3 of 4
example: (First year of 4 year contract)**

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: UCS Operating BULine Item: 5110351.530710

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



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

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

RFP# 18/43/P Date: May 16, 2018
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

6 Procurement History: Year 3 of 4
 example: (First year of 4 year contract)

 Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: UCS Operating BUL/Line Item: 5110351.530710

Alapia Lotano
 Budget Officer Approval

Comments or Exceptions: _____

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

N/A
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 4271

10 Certificate of Insurance attached. (if original Contract)

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Signature: [Signature]
Print Name: CPD 5/16/2018

Email: fadunaway@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

Procurement Title: Support services for Utility Billing Division, Database, Development and training

Procurement Method: State Price Agreement Cooperative Sale Source Other RFP # 18/43/P

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

Department Requesting Utilities Staff Name Nancy Jimenez

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 | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Nancy Jimenez Utility Billing Division Director 4/10/2020
Department Rep Printed Name (attesting that all information included) Title Date

Juan Duran, CPO 4/29/20
Purchasing Officer (attesting that all information is reviewed) Title Date

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

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

| | | | |
|------------------|--------------------------|------------------|--------------------------|
| Department Name: | Public Utilities | Department Name: | Public Utilities |
| Division Name: | Utility Billing Division | Division Name: | Utility Billing Division |

Financial Information

| | | | |
|-----------------------|----------------------------------|--------------------|--------|
| Amount Requested: | \$360000 | Munis Fund Number: | 511 |
| Vendor Name: | Mountain River Consulting Inc | Munis Org Number: | 0351 |
| Approved by Director? | Shannon Jones <i>[Signature]</i> | Munis Object Code: | 530710 |

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
 Consulting services for Utility Billing Software (UCIS), ITT assistance, Finance assistance with E-1 and Munis. We processed the RFP in 2018 and are asking for the 3rd year of a 4 year contract. Mountain River is instrumental in assisting all above mentioned departments with all software packages within the City of Santa Fe


2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
 This procurement helps ITT, Utility Billing, Finance, and Landuse. This procurement supports compliance with City requirements for utility billing, water meters, financial year and compliance for the CAFER and many other day to day required activities.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
 No these functions can not be provided by other employees within the City of Santa Fe. While some ITT functions can be handled inhouse, many Financial integrations from E-1, Munis and USC could not have been performed without logic being writing in code to have these 3 systems talk to each other.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
 Yes, potential issues with customer's Utility bills, revenue payments credited to customer accounts, interaction with UCIS and E-1 and Munis could cause financials to be under or overstated if not properly coded correctly.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
 No alternative funding sources are available except for Utility city funds. These functions are not being provided by any profit or non-profit entity.

| | | |
|------------------------------|-------------------------|----------------------------|
| | <i>Alexia Lotero</i> | |
| Procurement Office Signature | Budget Office Signature | Finance Director Signature |

Signature: 
Fady Dunaway, CPA | Nov 21, 2023
Email: fadunaway@santafenm.gov

Signature: 
Email: mtmccoy@santafenm.gov



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

BUSINESS REGISTRATION

Business Name: MOUNTAIN RIVER CONSULTING INC
 DBA: MOUNTAIN RIVER CONSULTING
 INC

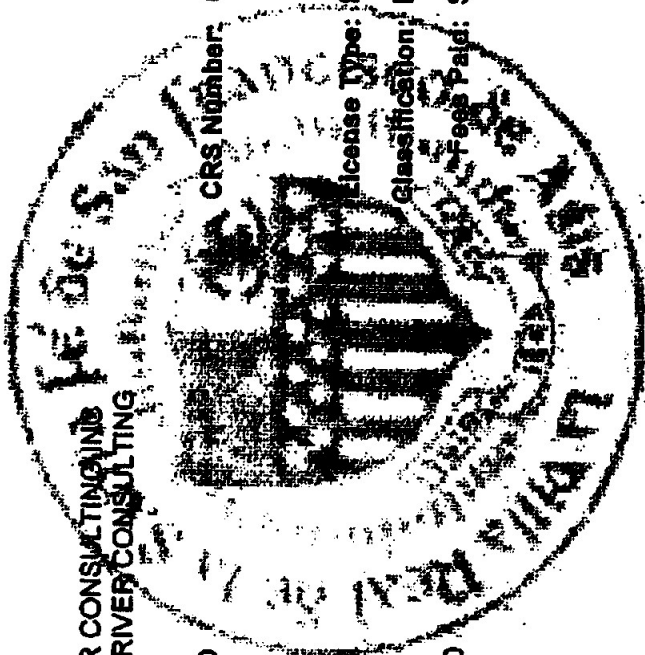
Business Location: 2651 SIRINGO RD
 RIRE, ID 83443

Owner: DAVID BARNES

License Number: 98444

Issued Date: March 07, 2020

Expiration Date: December 31, 2020



CRS Number: 02966879004

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOUNTAIN RIVER CONSULTING INC
 PO BOX 606
 RIRE, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2020

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

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


| | |
|--|--|
| PRODUCER Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404 | CONTACT Name: LuAnn Plourde Phone No.: 2082222283 FAX No.: 2082242282 E-Mail: lann@acfiinsure.com |
| | INSURERS AFFORDING COVERAGE COMPANY A: The Hartford 18882 COMPANY B: Connecticut Workmen's Insurance Company Auto 11770 COMPANY C: The Hartford 29469 COMPANY D: Philadelphia Indemnity Insurance Company COMPANY E: COMPANY F: |
| INSURED Mountain River Consulting, Inc. PO Box 606 Ririe, ID 83443 | |

COVERAGES CERTIFICATE NUMBER: 60002173-63891 REVISION NUMBER: 28

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.

| LINE | TYPE OF INSURANCE | SUBS. NUMBER | INSURED | POLICY NUMBER | POLICY PERIOD (MM/DD/YYYY) | POLICY PERIOD (MM/DD/YYYY) | LIMITS |
|------|--|--------------|---------|---------------|----------------------------|----------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> OCC <input type="checkbox"/> LOC OTHER: | Y | N | 348BAH4498 | 02/28/2020 | 02/28/2021 | EACH OCCURRENCE \$ 1,000,000 (COVERS TO HURT) \$ 250,000 MED EXP (per occ/ann) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | N | 03624138-6 | 02/28/2020 | 02/28/2021 | COVERED BIABLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE MED. X. RETENTION \$ 10,000 | Y | N | 348BAB4498 | 02/28/2020 | 02/28/2021 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER/EMPLOYEE/RESIDENTIAL (See Schedule B for details) If yes, describe other description of operations below | Y/N | N/A | 34WECCD1062 | 02/28/2020 | 02/28/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ALL EACH ACCIDENT \$ 1,000,000 ALL DISEASE - SA EMPLOYEE \$ 1,000,000 ALL DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liab | Y | N | PHSD1613234 | 02/28/2020 | 02/28/2021 | 1,000,000 Occur |
| A | ARISA/EMPLOYEE DIS. | Y | N | 348BAH4498 | 02/28/2020 | 02/28/2021 | 1,000,000 Agg 200000 Limit 1,000 Ded. |

DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))
City of Santa Fe is an additional insured as respects to liability arising out of the operations performed by the named insured.

| | |
|---|---|
| CERTIFICATE HOLDER City of Santa Fe 2661 Siringa Rd, Bldg. F Santa Fe, NM 87506 | 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  (LHP) |
|---|---|


Mountain River-contr


Final Audit Report


2020-06-16


| | |
|-----------------|--|
| Created: | 2020-06-16 |
| By: | Carolynn Roibal (croibal@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAcplNqegyWkRVsdBOqN8r4l3kdZZOJxN5 |


"Mountain River-contr" History


-  Document created by Carolynn Roibal (croibal@ci.santa-fe.nm.us)
2020-06-16 - 5:07:53 PM GMT - IP address: 63.232.20.2


-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-06-16 - 5:09:03 PM GMT


-  Email sent to mfmartinez@santafe.nm.gov bounced and could not be delivered
2020-06-16 - 5:09:26 PM GMT


-  Email sent to njiminez@santafenm.gov bounced and could not be delivered
2020-06-16 - 5:09:26 PM GMT


-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-06-16 - 5:10:10 PM GMT - IP address: 23.103.201.254

-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-06-16 - 5:10:38 PM GMT - Time Source: server - IP address: 63.232.20.2

-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2020-06-16 - 5:10:40 PM GMT

-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2020-06-16 - 5:46:05 PM GMT - IP address: 63.232.20.2

-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2020-06-16 - 5:46:35 PM GMT - Time Source: server - IP address: 63.232.20.2

-  Signed document emailed to Alan Webber (amwebber@santafenm.gov), Carolynn Roibal (croibal@ci.santa-fe.nm.us), croibal@santafenm.gov, mfmartinez@santafe.nm.gov, and 3 more
2020-06-16 - 5:46:35 PM GMT



Adobe Sign












Mountain River #3 packet

Final Audit Report

2020-10-22

| | |
|-----------------|--|
| Created: | 2020-10-21 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAu7q0Qp6nk_IC8zWMzkGyiTI9lh2ifjpr |

"Mountain River #3 packet" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-10-21 - 7:38:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to Nancy L Jimenez (nljimenez@santafenm.gov) for signature
2020-10-21 - 7:40:06 PM GMT
-  Email viewed by Nancy L Jimenez (nljimenez@santafenm.gov)
2020-10-21 - 11:30:12 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Nancy L Jimenez (nljimenez@santafenm.gov)
Signature Date: 2020-10-21 - 11:31:14 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-10-21 - 11:31:16 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-10-22 - 1:18:55 AM GMT- IP address: 174.28.170.100
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-10-22 - 1:19:12 AM GMT - Time Source: server- IP address: 174.28.170.100
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-10-22 - 1:19:14 AM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)
2020-10-22 - 4:24:52 PM GMT- IP address: 104.47.64.254
-  Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2020-10-22 - 4:25:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-10-22 - 4:25:36 PM GMT









GB PUD MOUNTIAN RIVER AMENDMENT 3

Final Audit Report

2020-11-04

| | |
|-----------------|---|
| Created: | 2020-11-02 |
| By: | YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAUnfGTNva-xUMD_WsA6Ow0y13JLys7opT |

"GB PUD MOUNTIAN RIVER AMENDMENT 3" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-02 - 7:03:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-02 - 7:07:15 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-04 - 7:37:58 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-04 - 7:40:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-04 - 7:40:42 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-04 - 9:17:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-04 - 9:18:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-11-04 - 9:18:59 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8B

Request for approval of Amendment No. 3 to Mountain River’s 4-year contract adding additional funding through June 30, 2021 in the amount of \$350,000. (Nancy Jimenez Utility Billing Division Director, 955-4364, nljimenez@santafenm.gov.)

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 01/19/21 |
| FOR CITY COUNCIL MEETING OF 01/27/21 |

g) Request for Approval of a BAR to move funds from the Cash Balance Enterprise Funds: Water fund 505 in the amount of \$100,000 and WWMD 500 in the amount of \$100,000 to the Affordable Housing Trust Fund (2402750.501500) to reimburse the Developer of the Siler Yard apartment community for the cost of the water infrastructure for a total amount of \$200,000. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

Committee Review:

Public Works and Utilities: 12/14/2020

Finance Committee: 01/19/2021

Governing Body: 01/27/2021

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 | | |

01/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8H

Request for Approval of a BAR to move funds from the Cash Balance Enterprise Funds: Water fund 505 in the amount of \$100,000 and WWMD 500 in the amount of \$100,000 to the Affordable Housing Trust Fund (2402750.501500) to reimburse the Developer of the Siler Yard apartment community for the cost of the water infrastructure for a total amount of \$200,000.(Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346).

Committee Review:

Public Works and Utilities: 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 23, 2020

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

Via: Jarel Lapan Hill, City Manager 
Shannon Jones, Public Utilities Department Director 

From: Alexandra Ladd, Director, Office of Affordable Housing 

Re: Invoice and BAR for NM Interfaith Housing Corp Water Infrastructure

ACTION REQUESTED

Please approve the attached BAR's moving funds from the Cash Balance Enterprise funds: Water fund 505 in the amount of \$100,000 and WWMD 500 in the amount of \$100,000 to the Affordable Housing Trust Fund; 2402750.501500 so that the attached invoice for water infrastructure at the Siler Yard apartment community can be reimbursed at total of \$200,000

BACKGROUND

In June of 2020, ground was broken on the Arts+Creativity Center: Siler Yard which will offer 60 affordable live/work rental housing to households who earn no more than 60% of the area median income, as well as commercial and retail space for creative businesses. Several City resolutions were approved by the Governing Body expressing support for this project including the provision of water infrastructure and housing funds, as per Resolution 2018-09.

ITEM AND ISSUE

The attached Budget Adjustment request moves funds from Public Utilities to the Office of Affordable Housing so that costs associated with water infrastructure can be partially reimbursed. The attached invoice and supporting documentation describes the costs in detail. These costs are consistent with what the Public Utilities Department determined had a direct public benefit in terms of improving the system for the entire City property.

| | |
|-------------------------------------|--|
| Log # {Finance use <u>only</u> }: | |
| Batch # {Finance use <u>only</u> }: | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | | | | | DATE | |
|--|---------|--------|---------|------------------------------|------------------------------|----|
| PUD/ Water | | | | | 11/23/2020 | |
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| <u>EXPENDITURES</u> | | | | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} | |
| Affordable Housing Trust Fund/ Subsidy Payment | 2402750 | 510500 | | 100,000 | | |
| WWMD Operating Transfer to Housing Trust Fund | 5050381 | 750240 | | 100,000 | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| <u>REVENUES</u> | | | | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} | |
| Transfer in from Water | 2402750 | 650505 | | (100,000) | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| JUSTIFICATION: <i>(use additional page if needed)</i> | | | | \$ | 100,000 | \$ |
| --Attach supporting documentation/memo | | | | | | - |

Budget Increase from Cash Balance in Water Enterprise Fund for to fund

Waste Water Infrastructure Improvements at Siler Yards project to Affordable Housing Trust Fund 204

| | |
|--|----------------------------------|
| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| | |
| | |
| TOTAL: | 0 |

| | | | |
|---|--------------------|--|---------------------------------------|
| Maya Martinez Prepared By {print name} | 11/23/2020 Date | {Use this form for Finance Committee/ City Council agenda items ONLY} | <i>Andy Hopkins</i> Budget Officer |
| Division Director Signature {optional} | Date | CITY COUNCIL APPROVAL City Council Approval Date | Finance Director {≤ \$5,000} |
| Department Director Signature | Date | Agenda Item #: | City Manager {≤ \$60,000} |

Shannon Jones (Dec 1, 2020 17:51 MST)

| | |
|-------------------------------------|--|
| Log # {Finance use <u>only</u> }: | |
| Batch # {Finance use <u>only</u> }: | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | | | | | DATE | |
|--|---------|--------|---------|------------------------------|------------------------------|--|
| PUD/Waste Water | | | | | 11/23/2020 | |
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| <u>EXPENDITURES</u> | | | | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} | |
| Affordable Housing Trust Fund/ Subsidy Payment | 2402750 | 510500 | | 100,000 | | |
| WWMD Operating Transfer to Housing Trust Fund | 5000361 | 750240 | | 100,000 | | |
| <u>REVENUES</u> | | | | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} | |
| Transfer in from WWMD | 2402750 | 650500 | | (100,000) | | |
| JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo | | | | \$ 100,000 | \$ - | |

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund
 Waste Water Infrastructure Improvements at Siler Yards project to Affordable Housing Trust
 Fund 204.

| | |
|--|----------------------------------|
| <i>{Complete section below if BAR results in a net change to ANY Fund}</i> | |
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| | |
| | |
| TOTAL: | 0 |

| | | | |
|---|--------------------|--|---------------------------------------|
| Maya Martinez Prepared By {print name} | 11/23/2020 Date | {Use this form for Finance Committee/ City Council agenda items ONLY} | <i>Andy Hopkins</i> Budget Officer |
| Michael Dozier (Nov 30, 2020 18:04 MST) | | CITY COUNCIL APPROVAL | |
| Division Director Signature {optional} | Date | City Council Approval Date | Finance Director {≤ \$5,000} |
| Shannon Jones (Dec 1, 2020 17:51 MST) | | Agenda Item #: | City Manager {≤ \$60,000} |
| Department Director Signature | Date | | Date |

Signature: Alexandra Ladd
Alexandra Ladd (Nov 30, 2020 18:01 MST)
Email: agladd@santafenm.gov

Signature: Jarel LaPan Hill
Jarel LaPan Hill (Dec 2, 2020 09:09 MST)
Email: jlapanhill@santafenm.gov












Siler Yards BAR


Final Audit Report

2020-12-02

| | |
|-----------------|--|
| Created: | 2020-11-24 |
| By: | Maya Martinez (mfmartinez@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAijHyl2Lk4HsOkrI9sQPowIN2BITvtn3K |

"Siler Yards BAR" History


-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-11-24 - 6:46:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2020-11-24 - 6:50:32 PM GMT
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2020-11-30 - 3:57:13 PM GMT- IP address: 104.47.65.254
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2020-12-01 - 1:00:48 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2020-12-01 - 1:01:21 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-12-01 - 1:01:23 AM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)
2020-12-01 - 1:02:47 AM GMT- IP address: 97.123.105.154
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-12-01 - 1:04:55 AM GMT - Time Source: server- IP address: 97.123.105.154
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-12-01 - 1:04:57 AM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-12-02 - 0:04:49 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-12-02 - 0:05:18 AM GMT - Time Source: server- IP address: 63.232.20.2

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2020-12-02 - 0:05:20 AM GMT

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2020-12-02 - 0:51:13 AM GMT- IP address: 174.237.134.245

 Document e-signed by Shannon Jones (swjones@santafenm.gov)

Signature Date: 2020-12-02 - 0:51:32 AM GMT - Time Source: server- IP address: 174.237.134.245

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2020-12-02 - 0:51:34 AM GMT

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2020-12-02 - 4:00:10 PM GMT- IP address: 104.47.64.254

 Document e-signed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)

Signature Date: 2020-12-02 - 4:02:14 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-12-02 - 4:02:16 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-12-02 - 4:06:52 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

Signature Date: 2020-12-02 - 4:09:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-02 - 4:09:52 PM GMT



City of Santa Fe New Mexico

Memorandum



Date: November 10, 2020

To: Quality of Life Committee, Governing Body

Via: Regina Wheeler, Public Works Department Director *RW*

From: Romella Glorioso-Moss, AICP, Public Works Projects Administrator and
BTAC Staff Liaison *RGM*

ITEM AND ISSUE:

Consideration of a resolution reestablishing the Bicycle and Trail Advisory Committee to change the name to the Bicycling and Pedestrian Advisory Committee and clarify the Committee's purpose, duties, and responsibilities in order to enhance the Committee's ability to support the City of Santa Fe in its efforts to make bicycling and walking safe, viable, and comfortable modes of transportation.

BACKGROUND AND SUMMARY:

Since its inception on September 24, 2003, the BTAC's Duties and Responsibilities as stated in the enabling legislation, Resolution No. 2003-87, have not been updated to reflect changes in priorities, approaches and goals. Specific issues that are addressed in the proposed resolution are: a) lack of clarity in the Committee's purpose as to whether or not on-road bicycle infrastructure is within its mandate, and b) inconsistencies in the Committee's duties and responsibilities.

Input was solicited from BTAC Chair, BTAC Members, Public Works Department Director, Public Works Engineering Division Director, Land Use Department Director and the Metropolitan Planning Organization Officer to update this resolution. The result is a more encompassing purpose that clearly mandates the Committee to work on improving on- and off- road bicycle and pedestrian infrastructure and a new name for the Committee, The Bicycling and Pedestrian Advisory Committee.

Staff and the Committee believe that these changes to the enabling legislation will better support achieving the goals to make bicycling and walking safe, viable, and comfortable modes of transportation in Santa Fe and to achieve a Gold rating for League of American Bicyclists as a Bicycle Friendly Community.

ACTION REQUESTED:

Approve attached Resolution No. 2020-XX.

ATTACHMENTS:

FIR

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor JoAnne Vigil Coppler

A RESOLUTION

RE-ESTABLISHING THE BICYCLE AND TRAIL ADVISORY COMMITTEE.

WHEREAS, the Bicycle and Trail Advisory Committee (“BTAC”) was created by Resolution No. 2003-87 on September 24, 2003; and

WHEREAS, Resolution No. 2003-87 was subsequently amended by Resolution No. 2010-33, Resolution No. 2010-64, and Resolution No. 2017-46; and

WHEREAS, in 2007, the Santa Fe Metropolitan Planning Organization (SFMPO) Policy Board, of which the City of Santa Fe is a member, adopted a Complete Streets Policy, directing transportation planners and engineers to routinely plan, design, construct, operate, and maintain the entire right of way for safe access of all users, including pedestrians, bicyclists, motorists, and transit riders regardless of age, ability and mode of transportation; and

WHEREAS, in 2013, the City of Santa Fe was recognized by the League of American Bicyclists as a Silver-level Bicycle Friendly Community, and the Committee and the MPO continue to work to achieve the Gold-level by 2024 by considering the infrastructure needs of pedestrians and bicyclists in all City-led transportation projects; and

1 **WHEREAS**, the City’s Land Use Development Code requires the accommodation of
2 bicycle and pedestrian traffic along City streets as well as through off-road trails and requires all
3 new public streets to provide adequate pedestrian and bicycle facilities; and

4 **WHEREAS**, a bicycle-friendly Santa Fe can help promote improved public health through
5 active living, stimulate local and regional economic development, and achieve carbon neutrality by
6 2040 as adopted by the Governing Body in 2017; and

7 **WHEREAS**, the SFMPO’s 2019 Bicycle Master Plan, which is updated every 5 years, has
8 recognized the Committee’s critical role in identifying, prioritizing, and requesting implementation
9 by the City of 26 on-road bicycle facilities projects including designated bike lanes, striped
10 shoulders, lanes shared with motor vehicle traffic, and 80 off-road or trails improvement projects
11 including paved multi-use trails and formal or informal soft-surface paths, for all of which the City
12 serves as the lead agency; and

13 **WHEREAS**, the New Mexico Department of Transportation has defined “bicycle and
14 pedestrian infrastructure” to include bicycle lanes including protected and buffered lanes, bicycle
15 parking and storage facilities, curb extensions, intersection treatments such as bicycle boxes, stop
16 bars, lead signal indicators, landscaping, paved shoulders, pedestrian- and bicyclist-scale lighting,
17 pedestrian overpasses or underpasses, separation/buffers, shared-lane markings or sharrows,
18 sidewalks, signage especially high-visibility signage, signalized pedestrian crossings and mid-
19 block crossings, and trails or shared-use paths.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
21 **CITY OF SANTA FE, NEW MEXICO** that this Resolution re-names and re-establishes the
22 Bicycle and Trails Advisory Committee as the Bicycling and Pedestrian Advisory Committee.

23 **Section 1. NAME:** The advisory committee shall be called the Bicycling and
24 Pedestrian Advisory Committee ("Committee").

25 **Section 2. PURPOSE:** The purpose of the Bicycling and Pedestrian Advisory

1 Committee is to provide input and advice that supports the ongoing development and maintenance
2 of a transportation infrastructure that makes bicycling and walking in the City of Santa Fe safe,
3 viable, and comfortable modes of transportation, commuting, and recreation. This includes the
4 responsibility to deliberate on City projects, plans, and policies that impact both on-road and off-
5 road bicycle and pedestrian infrastructure, and to advise the Governing Body on such matters.

6 **Section 3. DUTIES AND RESPONSIBILITIES:** The Committee shall:

7 (a) Assist in the prioritization of bicycle and pedestrian infrastructure projects to be
8 completed using city, state, and federal funds, through the development of the Santa Fe
9 Metropolitan Planning Organization (“SFMPO”) Bicycle Master Plan and the SFMPO Pedestrian
10 Master plan;

11 (b) Review preliminary designs for new Public Works projects involving public
12 roadways and trails funded out of city, state, or federal sources to ensure designs comply with the
13 City's commitment to make bicycling and walking safe, viable, and comfortable modes of
14 transportation. Design plan reviews shall take place at 30% design and before plans are presented
15 to the public for comments or submitted for review to New Mexico Department of Transportation
16 (“NMDOT”);

17 (c) Advise on policies, programs, and ordinances as they relate to bicycle and
18 pedestrian infrastructure safety, design, construction, and operation and maintenance;

19 (d) Develop, review, and advise on media and educational campaigns providing
20 information and promoting bicycle- and pedestrian- related activities and education;

21 (e) Work with other agencies for the enhancement of city and county trail systems;

22 (f) Review and recommend updates to Bicycle Master Plan, Pedestrian Master Plan,
23 Metropolitan Transportation Plan, Parks Master Plan related to trails, and the City’s Land Use
24 Development Code as they pertain to bicycle and pedestrian infrastructure and associated
25 regulations;

1 (g) Seek funding from city, state, and federal sources to implement the City-led
2 projects identified in the SFMPO's 2019 Bicycle Master Plan and 2020 Metropolitan
3 Transportation Plan and consider reoccurring funding sources from the City to be applied to the
4 implementation of policies, programs, and other projects that are supported by the plans;

5 (h) Pursue the League of American Bicyclists Diamond-level Bicycle Friendly
6 Community designation for the City of Santa Fe, as well as any other local, state, or national awards
7 or designations that the City deems worthy of pursuit;

8 (i) Advise on polices, projects, ordinances, and funding as they relate to bicycling and
9 walking as safe, viable, and comfortable modes of transportation; and

10 (j) Educate the public on the work of the Committee.

11 **Section 4. MEMBERSHIP:** The Committee shall consist of a member of the City
12 Council who shall also serve as its chair, along with nine members of the public, of whom eight
13 shall be residents of the city and one who may be a resident of Santa Fe County. Recommendations
14 for members shall be made by the City Council to the Mayor, who shall appoint the committee
15 members, balancing interests among recreationists, youth and neighborhood group users,
16 commuters, and bicyclists, with Council approval. The chair may appoint subcommittees, as
17 needed, to study, in-depth, certain responsibilities assigned to the Committee and to present such
18 information to the Committee. The subcommittees shall be made up of no more than four members
19 of the Committee and three interested members of the public.

20 **Section 5. TERMS:** the public members shall be appointed for two-year staggered
21 terms. Subsequent terms shall be for two years to maintain staggering of terms. Members shall
22 serve for no longer than six (6) consecutive years. The members shall serve at the pleasure of the
23 Mayor and may be removed at any time with or without cause.

24 **Section 6. VACANCIES:** Vacancies shall be filled in the same manner as initial
25 appointments and shall be for the remainder of the term. Vacancies shall be filled as to maintain

1 the balance of interest group representation.

2 **Section 7. MEETINGS:** A quorum shall be at least six members. The Committee
3 shall also conduct all meetings in accordance with adopted City policies and procedures and shall
4 use *Robert's Rules of Order* in conducting its meetings. The committee shall meet monthly.

5 **BE IT FURTHERE RESOLVED** that this Resolution supersedes, rescinds, and replaces
6 any other resolution that created or amended the Bicycle and Trails Advisory Committee, including,
7 but not limited to, Resolution Nos. 2003-87, 2010-33, 2010-64, and 2017-46.

8 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

9
10
11 _____
12 ALAN WEBBER, MAYOR

13 ATTEST:

14
15 _____
16 KRISTINE MIHELICIC, CITY CLERK

17 APPROVED AS TO FORM:

18 
19 _____
20 ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
BTAC Amendments

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 2 after “safe,” *insert* “equitable,”
2. On page 3, line 13 after “safe,” *insert* “equitable,”
3. On page 4, line 9 after “safe,” *insert* “equitable,”

Respectfully submitted,

Renee Villarreal

[Renee Villarreal \(Jan 25, 2021 13:54 MST\)](#)

Renee Villarreal, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____ X _____

NOT ADOPTED: _____

DATE: _____ 1/20/21 _____



Kristine Mihelcic, City Clerk












BTAC Updates (Villarreal Amend)

Final Audit Report

2021-01-26

| | |
|-----------------|--|
| Created: | 2021-01-25 |
| By: | Jeff Norris (jtnorris@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAkZdVaA2x2nGgqyhNXOZuEs5YS_LTKXE1 |

"BTAC Updates (Villarreal Amend)" History

-  Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2021-01-25 - 6:27:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Renee Villarreal (rdvillarreal@santafenm.gov) for signature
2021-01-25 - 6:28:25 PM GMT
-  Email viewed by Renee Villarreal (rdvillarreal@santafenm.gov)
2021-01-25 - 8:53:43 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Renee Villarreal (rdvillarreal@santafenm.gov)
Signature Date: 2021-01-25 - 8:54:07 PM GMT - Time Source: server- IP address: 98.249.114.130
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2021-01-25 - 8:54:08 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
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-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2021-01-25 - 10:27:27 PM GMT - Time Source: server- IP address: 174.62.11.171
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2021-01-25 - 10:27:29 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2021-01-26 - 11:06:23 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
Signature Date: 2021-01-26 - 11:06:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-01-26 - 11:06:55 PM GMT

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): BTAC Amendments

Sponsor(s): Councilors Garcia and Vigil Coppler

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 10/7/20 Phone: (505) 955-6623

Reviewed by City Attorney:  Date: Jan 11, 2021

Reviewed by Finance Director:  Date: Jan 11, 2021

Summary:

Proposed amendments to Resolution No. 2017-46 regarding the Bicycle and Trails Advisory Committee update its name and clarify the Committee's purpose, duties, and responsibilities in order to enhance the Committee's ability to support the City of Santa Fe in its efforts to make bicycling and walking safe, viable, and comfortable modes of transportation.

Departments Affected:

Public Works & Parks, Community Development, Community Health & Safety.

Consequences of Not Enacting Legislation:

If this Resolution is not enacted, work of the BTAC will be less effective in supporting successful implementation of the Bicycle and Trails Master Plan and improving multimodal infrastructure.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Current and ongoing administrative work includes drafting the Agenda, compiling the packet, recording minutes, responding to Members' emails and performing requested tasks, attending monthly meetings, and coordinating with other departments. This work averages 10-20 hours each month. The PW Engineering Division performance is pushed to prioritize bicycle and pedestrian infrastructure by this Committee. The Committee also provides review of engineering design plans for on-road & off-road bicycle infrastructure and raises issues from constituents.

Fiscal Implications:

These amendments do not change the significant work to support this Committee by Public Works, MPO, police, and Parks staff. Each meeting costs the City approximately \$2000 depending on the tasks directed by the Committee. The amendments to the BTAC resolution do not create any additional fiscal impact.

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 |
|--------------------------------|---------------|---------------|---------------|--------------------------|--|-------------|--------------------------|
| <u>Personnel and Benefits*</u> | \$ _____ | \$ _____ | \$ _____ | | | | |
| <u>Capital Outlay</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| <u>Contractual/</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | |
| <u>Professional Services</u> | | | | | | | |
| <u>Operating</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | \$ _____ |
| <u>Total:</u> | \$ _____ | \$ _____ | \$ _____ | | | | \$ _____ |

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

Expenditure Narrative:

Revenue

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---------------------|---------------|---------------|---------------|--|-------------|
| General Fund | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Special Revenue | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| CIP | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Enterprise | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Internal Service | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Trust and Agency | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Federal | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Other | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Total | \$ _____ | \$ _____ | \$ _____ | | |

Revenue Narrative:

| |
|--|
| ACTION SHEET |
| ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/21 |
| FOR CITY COUNCIL MEETING OF 01/27/21 |

i) Consideration of Resolution No. 2020-__ : A Resolution Re-Establishing the Bicycle and Trail Advisory Committee. (Councilors Garcia, Vigil-Coppler and Romero-Wirth) (Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Finance Committee: 1/19/21
 Quality of Life Committee: 1/20/21
 Governing Body: 1/27/21

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 | | |

01/13/21

| |
|--|
| ACTION SHEET ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 01/20/2021 FOR CITY COUNCIL MEETING OF 01/27/2021 |
|--|

ISSUE:

Consideration of Resolution No. 2020-__: A Resolution Re-Establishing the Bicycle and Trail Advisory Committee. (Councilors Garcia, Vigil-Coppler and Romero-Wirth) (Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Finance Committee: 1/19/21

Quality of Life Committee: 1/20/21

Governing Body: 1/27/21

QUALITY OF LIFE COMMITTEE ACTION: Approved as amended on discussion. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS: Villarreal amendment:

Add word "equitable" to page 3, line 3 and line 13, and page 4, line 9 to read, "...safe, *equitable*, viable..."

SEND TO:

Governing Body

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 01/20/2021
FOR CITY COUNCIL MEETING OF 02/24/2021

ISSUE:

Consideration of Bill No. 2021-__: An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Various Sections to Insert a Clause Stating that a Person who Violates a Provision of the Particular Section is Guilty of a Penalty Assessment Misdemeanor; Creating a New Subsection 12-6-12.2A to Establish a Charge for Driving While Intoxicated with a Minor in the Vehicle; Amending Subsection 12-6-12.6 to Remove References to Driving When Privilege to do so Has Been Revoked; Creating a New Subsection 12-6-12.6A to Establish a Charge for Driving While License is Administratively Suspended; Creating a New Subsection 1-6-12.6B to Establish a Charge for Driving When the Privilege to do so Has Been Revoked; Amending Subsection 12-6-13.11 to Establish a Fine for Littering; Amending Subsection 12-10-4.1 to Permit the Use of a Portable Electronic Device to Show Proof of Insurance; Amending Schedule A of the UTO to Add the Fines Associated with the Addition of the Penalty Assessment Misdemeanor Provisions; and Amending Section 24-1.1 SFCC 1987 to Add the UTO as an Exhibit A to the end of Chapter 24, SFCC 1987. (Councilor Rivera) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

Committee Review:

Finance Committee: 1/19/21

Quality of Life Committee: 1/20/21

Governing Body (request to publish): 1/27/21

Governing Body (public hearing): 2/24/21

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 | | |

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| ACTION SHEET |
| ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/21 |
| FOR CITY COUNCIL MEETING OF 01/27/21 |

h) Consideration of Bill No. 2021-__ : An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Various Sections to Insert a Clause Stating that a Person who Violates a Provision of the Particular Section is Guilty of a Penalty Assessment Misdemeanor; Creating a New Subsection 12-6-12.2A to Establish a Charge for Driving While Intoxicated with a Minor in the Vehicle; Amending Subsection 12-6-12.6 to Remove References to Driving When Privilege to do so Has Been Revoked; Creating a New Subsection 12-6-12.6A to Establish a Charge for Driving While License is Administratively Suspended; Creating a New Subsection 1-6-12.6B to Establish a Charge for Driving When the Privilege to do so Has Been Revoked; Amending Subsection 12-6-13.11 to Establish a Fine for Littering; Amending Subsection 12-10-4.1 to Permit the Use of a Portable Electronic Device to Show Proof of Insurance; Amending Schedule A of the UTO to Add the Fines Associated with the Addition of the Penalty Assessment Misdemeanor Provisions; and Amending Section 24-1.1 SFCC 1987 to Add the UTO as an Exhibit A to the end of Chapter 24, SFCC 1987. (Councilor Rivera) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

Committee Review:

Finance Committee: 1/19/21
 Quality of Life Committee: 1/20/21
 Governing Body (request to publish): 1/27/21
 Governing Body (public hearing): 2/24/21
 Governing Body: 01/27/2021

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

Memorandum



Date: December 31, 2020

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney

From: Kyle Hibner, City Prosecutor ^{KH}
Jesse Guillen, Legislative Liaison ^{KH} *JG*

RE: Updates to the Uniform Traffic Ordinance, 2020

ITEM AND ISSUE:

The Bill incorporates changes to the Uniform Traffic Ordinance that reflect changes made at the state level.

BACKGROUND AND SUMMARY:

The Uniform Traffic Ordinance, as compiled by the New Mexico Municipal League, includes all statutory changes enacted by the legislature and as amended by the Governing Body.

The Bill amends various sections of the Uniform Traffic Ordinance to insert a clause stating that a person who violates a provision of the particular section is guilty of a penalty assessment misdemeanor while also removing the possibility of jail time in most cases.

A new section to establish a charge for driving while intoxicated with a minor in the vehicle is being added as well as creating three different sections for (1) driving while license is suspended, (2) driving while license is administratively suspended, and (3) driving when the privilege to do so has been revoked.

The Bill amends the section on littering to allow for the requirement for a violator to pick up the litter. The Bill also allows for motorists to use a portable electronic device to show proof of insurance. Schedule A of the UTO, the Penalty Assessment Schedule, is being amended as required based on the amendments to the UTO.

Finally, Section 24-1.1 SFCC 1987 is being amended to add the UTO as an Exhibit A at the end of Chapter 24 to provide ease of access to the public.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill

Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE UNIFORM TRAFFIC ORDINANCE (“UTO”); AMENDING VARIOUS SECTIONS TO INSERT A CLAUSE STATING THAT A PERSON WHO VIOLATES A PROVISION OF THE PARTICULAR SECTION IS GUILTY OF PENALTY ASSESSMENT MISDEMEANOR; CREATING A NEW SUBSECTION 12-6-12.2A TO ESTABLISH A CHARGE FOR DRIVING WHILE INTOXICATED WITH A MINOR IN THE VEHICLE; AMENDING SUBSECTION 12-6-12.6 TO REMOVE REFERENCES TO DRIVING WHEN PRIVILEGE TO DO SO HAS BEEN REVOKED; CREATING A NEW SUBSECTION 12-6-12.6A TO ESTABLISH A CHARGE FOR DRIVING WHILE LICENSE IS ADMINISTRATIVELY SUSPENDED; CREATING A NEW SUBSECTION 12-6-12.6B TO ESTABLISH A CHARGE FOR DRIVING WHEN THE PRIVILEGE TO DO SO HAS BEEN REVOKED; AMENDING SUBSECTION 12-6-13.11 TO ESTABLISH A FINE FOR LITTERING; AMENDING SUBSECTION 12-10-4.1 TO PERMIT THE USE OF A PORTABLE ELECTRONIC DEVICE TO SHOW PROOF OF INSURANCE; AMENDING SCHEDULE A OF THE UTO TO ADD THE FINES ASSOCIATED WITH THE ADDITION OF THE PENALTY

1 ASSESSMENT MISDEMEANOR PROVISIONS; AND AMENDING SECTION 24-1.1
2 SFCC 1987 TO ADD THE UTO AS AN EXHIBIT A TO THE END OF CHAPTER 24
3 SFCC 1987.

4
5 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

6 Section 1. Section 12-5-7 of the Uniform Traffic Ordinance (being Ord. No.
7 2011-4) is amended to read:

8 **12-5-7 PEDESTRIAN CONTROL SIGNALS.**

9 A. Whenever special pedestrian control signals exhibiting the words "walk" or
10 "don't walk" are in place:

11 [~~A~~]1. "walk" indicates that pedestrians facing the signal may proceed across the street
12 in the direction of the signal and shall be given the right of way by drivers of all vehicles; and

13 [~~B~~]2. "don't walk" indicates that no pedestrian shall start to cross the street in the
14 direction of the signal, but any pedestrian who has partially completed his crossing on the walk
15 signal shall proceed to a sidewalk or safety island while the "don't walk" signal is showing.

16 B. A person who violates the provisions of this section is guilty of a penalty
17 assessment misdemeanor. (NMSA 1978, § 66-7-106)

18 Section 2. Section 12-5-8 of the Uniform Traffic Ordinance (being Ord. No.
19 2011-4) is amended to read:

20 **12-5-8 FLASHING SIGNALS.**

21 A. Whenever an illuminated flashing red or yellow signal is used in a traffic sign or
22 signal it shall require obedience by vehicular traffic as follows:

- 23 (1) flashing red (stop signal)--when a red lens is illuminated with rapid
24 intermittent flashes, drivers of vehicles shall stop before entering the nearest crosswalk at
25 an intersection or at a limit line when marked, or, if none, then before entering the

1 intersection, and the right to proceed shall be subject to the rules applicable after making
2 a stop at a stop sign; or

3 (2) flashing yellow (caution signal)--when a yellow lens is illuminated with
4 rapid intermittent flashes, drivers of vehicles may proceed through the intersection or past
5 such signal only with caution.

6 B. This section shall not apply at railroad grade crossings. Conduct of drivers of
7 vehicles approaching railroad grade crossings shall be governed by the rules as set forth in
8 Sections 12-6-7.5 - 12-6-7.8 of this ordinance.

9 C. A person who violates the provisions of this section is guilty of a penalty
10 assessment misdemeanor. (NMSA 1978, § 66-7-107)

11 **Section 3. Section 12-5-10 of the Uniform Traffic Ordinance (being Ord. No.**
12 **2011-4) is amended to read:**

13 **12-5-10 DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS OR MARKINGS.**

14 A. No person shall place, maintain, or display upon or in view of any street any
15 unauthorized sign, signal, marking or device which purports to be or is an imitation of or
16 resembles an official traffic-control device or railroad sign or signal, or which attempts to direct
17 the movements of traffic, or which hides from view or interferes with the effectiveness of any
18 official traffic-control device or any railroad sign or signal, and no person shall place or maintain
19 nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon
20 any commercial advertising.

21 B. Every such prohibited sign, signal or marking is hereby declared to be a public
22 nuisance and the administrator is hereby empowered to remove the same or cause it to be
23 removed without notice.

24 C. The provisions of this section shall not prohibit the erection of signs upon private
25 property adjacent to streets if the signs give useful directional information and are of a type that

1 cannot be mistaken for official signs. (*)

2 D. A person who violates the provisions of this section is guilty of a penalty
3 assessment misdemeanor. (NMSA 1978, § 66-7-108)

4 **Section 4. A new subsection 12-6-12.2A of the Uniform Traffic Ordinance is**
5 **ordained to read:**

6 **[NEW MATERIAL] 12-6-12.2A DRIVING WHILE INTOXICATED WITH A MINOR**
7 **IN THE VEHICLE.**

8 A. Driving while intoxicated with a minor in the vehicle consists of a person
9 committing a violation of 12-6-12.1 when a minor is in the vehicle and when the minor does not
10 suffer great bodily harm or death. Whoever commits driving while intoxicated with a minor in the
11 vehicle is guilty of a misdemeanor.

12 B. A charge for a violation of Subsection A of this section shall be in addition to a
13 charge for the violation of 12-6-12.1 and shall be punished as a separate offense.

14 C. As used in this section, "minor" means an individual who is younger than
15 thirteen years of age.

16 **Section 5. Section 12-6-12.6 of the Uniform Traffic Ordinance (being Ord. No.**
17 **2011-4, as amended) is amended to read:**

18 **12-6-12.6 UNLAWFUL USE OF LICENSE; DRIVING WHEN PRIVILEGE TO DO**
19 **SO HAS BEEN SUSPENDED [OR REVOKED].**

20 A. No person shall:

21 (1) display or cause or permit to be displayed or have in ~~his~~ the driver's
22 possession any canceled, revoked, or suspended driver's license or permit;

23 (2) lend ~~his~~ the person's driver's license or permit to any other person or
24 knowingly permit the use thereof by another;

25 (3) display or represent as one's own any driver's license or permit not issued

1 to ~~him~~ the driver;

2 (4) fail or refuse to surrender to the court upon its lawful demand any
3 driver's license or permit which has been suspended, revoked, or canceled;

4 (5) permit any unlawful use of driver's license or permit issued to ~~him~~ the
5 driver; (NMSA 1978, § 66-5-37)

6 (6) drive a motor vehicle on any public street or highway at a time when
7 ~~his~~ the driver's privilege to do so is suspended and who knows or should have known
8 that ~~his~~ the driver's license was suspended. Upon conviction, the person ~~shall~~ may be
9 punished by imprisonment for not ~~[less than four days nor more than ninety days or~~
10 ~~participation for an equivalent period of time in a certified alternative sentencing~~
11 ~~program, and there may be imposed in addition a fine of not more than five hundred~~
12 ~~dollars (\$500.00)]~~ more than ninety (90) days, participation for an equivalent period of
13 time in a certified alternative sentencing program, and/or a fine of not more than three
14 hundred dollars (\$300.00). When a person pays any or all of the cost of participating in a
15 certified alternative sentencing program, the court may apply that payment as a deduction
16 to any fine imposed by the court. (NMSA 1978, § 66-5-39)

17 ~~[(7) drive a motor vehicle on a highway of this state at a time when the~~
18 ~~person's privilege to do so is revoked and who knows or should have known that the~~
19 ~~person's license was revoked is guilty of a misdemeanor and shall be charged with a~~
20 ~~violation of this section. Under conviction, the person shall be punished, notwithstanding~~
21 ~~the provisions of Sec. 31-18-13 NMSA 1978, by imprisonment for not less than four days~~
22 ~~or more than ninety days or by participation for an equivalent period of time in a certified~~
23 ~~alternative sentencing program, and there may be imposed in addition a fine of no more~~
24 ~~than \$500. When a person pays any or all of the cost of participating in a certified~~
25 ~~alternative sentencing program, the court may apply that payment as a deduction to any~~

1 fine imposed by the court; and

2 (8) ~~notwithstanding any other provision of law for suspension or deferment~~
3 ~~of execution of a sentence, if the person's privilege to drive as revoked for driving under~~
4 ~~the influence of intoxicating liquor or drugs or a violation of the Implied Consent Act,~~
5 ~~upon conviction shall be punished by imprisonment for not less than seven consecutive~~
6 ~~days and shall be fined not less than three hundred dollars (\$300) and not more than five~~
7 ~~hundred dollars (\$500) and the fine and imprisonment shall not be suspended, deferred or~~
8 ~~taken under advisement. No other disposition by plea of guilty to any other charge in~~
9 ~~satisfaction of a charge under this section shall be authorized if the person's privilege to~~
10 ~~drive was revoked for driving under the influence of intoxicating liquor or drugs or a~~
11 ~~violation of the Implied Consent Act, (66-3-39.1 NMSA 1978)]~~

12 B. In addition to any other penalties imposed pursuant to the provisions of this
13 section, when a person is convicted pursuant to the provisions of this section, the motor vehicle
14 the person was driving shall be immobilized by an immobilization device for thirty days, unless
15 immobilization of the motor vehicle poses an imminent danger to the health, safety or
16 employment of the convicted person's immediate family or the family of the owner of the motor
17 vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (NMSA
18 1978, § 66-5-39)

19 **Section 6. A new subsection 12-6-12.6A of the Uniform Traffic Ordinance is**
20 **ordained to read:**

21 **[NEW MATERIAL] 12-6-12.6A DRIVING WHILE LICENSE ADMINISTRATIVELY**
22 **SUSPENDED.**

23 A. A person who drives a motor vehicle on any public highway or street at a time
24 when the person's privilege to do so is administratively suspended is guilty of a penalty
25 assessment misdemeanor and may be punished pursuant to Schedule A of the Uniform Traffic

1 Ordinance.

2 **Section 7. A new subsection 12-6-12.6B of the Uniform Traffic Ordinance is**
3 **ordained to read:**

4 **[NEW MATERIAL] 12-6-12.6B UNLAWFUL USE OF LICENSE; DRIVING WHEN**
5 **PRIVILEGE TO DO SO HAS BEEN REVOKED**

6 A. No person shall drive a motor vehicle on a public highway or street at a time
7 when the person's privilege to do so is revoked and who knows or should have known that the
8 person's license was revoked is guilty of a misdemeanor and shall be charged with a violation of
9 this section. Under conviction, the person shall be punished, by imprisonment for not less than
10 four (4) days or more than ninety (90) days or by participation for an equivalent period of time in
11 a certified alternative sentencing program, and there may be imposed in addition a fine of no
12 more than five hundred dollars (\$500.00). When a person pays any or all of the cost of
13 participating in a certified alternative sentencing program, the court may apply that payment as a
14 deduction to any fine imposed by the court.

15 B. Notwithstanding any other provision of law for suspension or deferment of
16 execution of a sentence, if the person's privilege to drive is revoked for driving under the
17 influence of intoxicating liquor or drugs or a violation of the Implied Consent Act, upon
18 conviction that person shall be punished by imprisonment for not less than seven (7) consecutive
19 days and shall be fined not less than three hundred dollars (\$300.00) and not more than five
20 hundred dollars (\$500.00) and the fine and imprisonment shall not be suspended, deferred, or
21 taken under advisement. No other disposition by plea of guilty to any other charge in satisfaction
22 of a charge under this section shall be authorized if the person's privilege to drive was revoked
23 for driving under the influence of intoxicating liquor or drugs or a violation of the Implied
24 Consent Act, (NMSA 1978, § 66-3-39.1)

25 B. In addition to any other penalties imposed pursuant to the provisions of this

1 section, when a person is convicted pursuant to the provisions of this section, the motor vehicle
2 the person was driving shall be immobilized by an immobilization device for thirty (30) days,
3 unless immobilization of the motor vehicle poses an imminent danger to the health, safety, or
4 employment of the convicted person's immediate family or the family of the owner of the motor
5 vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (NMSA
6 1978, § 66-5-39)

7 **Section 8. Subsection 12-6-12.11 of the Uniform Traffic Ordinance (being Ord.**
8 **No. 2011-4) is amended to read:**

9 **12-6-12.11 RESTRICTION ON USE OF [TELEVISION] VIDEO IN MOTOR**
10 **VEHICLES.**

11 A. It is unlawful to operate in this municipality any motor vehicle equipped with a
12 [television] video screen, of whatever type, upon which images may be projected or shown, if the
13 screen is within the normal view of the driver of the motor vehicle, unless the [television] video
14 screen is solely used as an aid to the driver in the operation of the vehicle.

15 B. A person who violates the provisions of this section is guilty of a penalty
16 assessment misdemeanor.

17 C. As used in this section "[television] video screen" does not include closed
18 circuit monitors or computer terminal monitors used by law enforcement agencies in law
19 enforcement motor vehicles. (NMSA 1978, § 66-7-358)

20 **Section 9. Subsection 12-6-12.12 of the Uniform Traffic Ordinance (being Ord.**
21 **No. 2011-4) is amended to read:**

22 **12-6-12.12 COASTING PROHIBITED.**

23 A. The driver of any motor vehicle when traveling upon a down grade shall not
24 coast with the clutch disengaged.

25 B. A person who violates the provisions of this section is guilty of a penalty

1 assessment misdemeanor. (NMSA 1978, § 66-7-360)

2 **Section 10. Subsection 12-6-13.10 of the Uniform Traffic Ordinance (being Ord.**
3 **No. 2011-4) is amended to read:**

4 **12-6-13.10 ANIMALS ON STREET.**

5 A. It is unlawful for any person, during the hours of darkness to ride a horse or other
6 animal upon the traveled portion of any street which is normally used by motor vehicles.

7 B. It is unlawful for any person negligently to permit livestock to wander or graze
8 upon any fenced street at any time or, during the hours of darkness, to drive livestock along or
9 upon any street which is normally used by motor vehicles.

10 C. Owners of livestock ranging in pastures through which unfenced roadways pass
11 shall not be liable for damages by reason of injury or damage to persons or property occasioned
12 by collisions of vehicles using said roadways and livestock or animals ranging in said pastures
13 unless such owner of livestock is guilty of specific negligence other than allowing [~~his animals~~
14 livestock] to range in said pasture. (NMSA 1978, § 66-7-363)

15 D. A person who violates the provisions of this section is guilty of a penalty
16 assessment misdemeanor.

17 **Section 11. Subsection 12-6-13.11 of the Uniform Traffic Ordinance (being Ord.**
18 **No. 2011-4) is amended to read:**

19 **12-6-13.11 DRIVING ON MOUNTAIN STREETS.**

20 A. The driver of a motor vehicle traveling through defiles or canyons or on
21 mountain streets shall hold such motor vehicle under control and as near the right-hand edge of
22 the street as reasonably possible.

23 B. A person who violates the provisions of this section is guilty of a penalty
24 assessment misdemeanor. (NMSA 1978, § 66-7-359)

25 **Section 12. Subsection 12-6-13.11 of the Uniform Traffic Ordinance (being Ord.**

1 **No. 2011-4) is amended to read:**

2 **12-6-13.15 LITTERING**

3 A. No person shall throw or deposit from a motor vehicle upon a city street any
4 trash, glass bottles, glass, nails, tacks, wire, or cans.

5 B. No person shall throw a lighted match, cigar, cigarette, matches, or other flaming
6 or glowing substance from a motor vehicle where it can start a fire.(*)

7 C. A person who drops or permits to be dropped or thrown from a motor vehicle
8 upon any city street any destructive or injurious material or trash shall immediately remove the
9 same or cause it to be removed.

10 D. A person removing a wrecked or damaged vehicle from a city street shall remove
11 any glass or other injurious substance dropped upon the city street from the vehicle.

12 E. As used in this section, "trash" means any article or substance that, when
13 discarded, creates or contributes to an unsanitary, offensive, or unsightly condition. "Trash"
14 includes waste food; paper products; cans, bottles, and other containers; household furnishings
15 and equipment; parts or bodies of vehicles and other metallic junk or scrap; and collections of
16 ashes, dirt, yard trimmings, and other rubbish.

17 F. Whoever commits littering is guilty of a petty misdemeanor, and notwithstanding
18 the provisions of NMSA 1978, Section 31-9-1, shall be punished by a fine of three hundred
19 dollars (\$300.00). The use of uniform traffic citations is authorized for the enforcement of this
20 section. The court may, to the extent permitted by law, as a condition to suspension of any other
21 penalty provided by law, require a person who commits littering to pick up and remove from any
22 public place or any private property, with prior permission of the legal owner, any litter deposited
23 thereon. (NMSA1978, § 30-8-4)

24 **Section 13. Subsection 12-6-14.2 of the Uniform Traffic Ordinance (being Ord.**
25 **No. 2011-4) is amended to read:**

1 **12-6-14.2 PEDESTRIANS RIGHT OF WAY IN CROSSWALKS.**

2 A. When traffic-control signals are not in place or not in operation, the driver of a
3 vehicle shall yield the right of way, slowing down or stopping if need be to so yield, to a
4 pedestrian crossing the street within a crosswalk when the pedestrian is in the crosswalk.

5 B. ~~[No]~~ A pedestrian shall not suddenly leave a curb or other place of safety and
6 walk or run into the path of a vehicle which is so close that it is impossible for the driver to yield.

7 C. Subsection A shall not apply under the conditions stated in Section 12-6-14.4.

8 D. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked
9 crosswalk at an intersection to permit a pedestrian to cross the street, the driver of any other
10 vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

11 E. A person who violates the provisions of this section is guilty of a penalty
12 assessment misdemeanor. (NMSA 1978, § 66-7-334)

13 **Section 14. Subsection 12-6-14.3 of the Uniform Traffic Ordinance (being Ord.**
14 **No. 2011-4) is amended to read:**

15 **12-6-14.3 PEDESTRIANS TO USE RIGHT HALF OF CROSSWALK.**

16 A. Pedestrians shall move, whenever practicable, upon the right half of crosswalks.
17 (NMSA 1978, § 66-7-338)

18 B. A person who violates the provisions of this section is guilty of a penalty
19 assessment misdemeanor.

20 **Section 15. Subsection 12-8-1 of the Uniform Traffic Ordinance (being Ord. No.**
21 **2011-4) is amended to read:**

22 **12-8-1 EFFECT OF REGULATIONS.**

23 A. It is a penalty assessment misdemeanor for a person to perform any act forbidden
24 or fail to perform any act required by Sections 12-8-1 through 23 of the Uniform Traffic
25 Ordinance.

1 [A]B. The parent of any child and the guardian of any ward shall not authorize or
2 permit any such child or ward to violate any of the provisions of this ordinance.

3 [B]C. These regulations applicable to bicycles shall apply whenever a bicycle is
4 operated upon any street or upon any path set aside for the exclusive use of bicycles subject to
5 those exceptions stated herein. (NMSA 1978, § 66-3-701)

6 **Section 16. Subsection 12-10-1.1 of the Uniform Traffic Ordinance (being Ord.
7 No. 2011-4) is amended to read:**

8 **12-10-1.1 PROHIBITED ACTS.**

9 A. Except as otherwise provided in this section, it is a penalty assessment
10 misdemeanor for any person to drive or move, or for the owner to cause or permit to be driven or
11 moved, on any street, any vehicle, or combination of vehicles, which is in such unsafe condition
12 as to endanger any person, or which does not contain those parts, or is not at all times equipped
13 with such lamps and other equipment, in proper condition and adjustment, as is required by
14 Sections 12-10-1.1 through 12-10-1.51, or which is equipped in any manner that is in violation of
15 those sections, or for any person to do any act forbidden, or fail to perform any act required under
16 those sections.

17 B. Nothing contained in Sections 12-10-1.1 through 12-10-1.51 shall be construed
18 to prohibit the use of additional parts and accessories on any vehicle which are not inconsistent
19 with the provisions of such sections.

20 C. The provisions of Sections 12-10-1.1 through 12-10-1.51, with respect to
21 equipment on vehicles, shall not apply to implements of husbandry, road machinery, road rollers
22 or farm tractors, except as made applicable in those sections. (NMSA 1978, § 66-3-801)

23 **Section 17. Subsection 12-10-1.3 of the Uniform Traffic Ordinance (being Ord.
24 No. 2011-4) is amended to read:**

25 **12-10-1.3 WHEN LIGHTED LAMPS ARE REQUIRED.**

1 A. _____ Every vehicle upon a street within this municipality at any time from a half-hour
2 after sunset to a half-hour before sunrise and at any other time when there is not sufficient light to
3 render clearly discernible persons and vehicles on the street at a distance of five hundred feet
4 ahead shall display lighted lamps and illuminating devices as hereinafter respectively required for
5 different classes of vehicles, subject to exceptions with respect to parked vehicles as hereinafter
6 stated. (NMSA 1978, § 66-3-802)

7 B. _____ A person who violates the provisions of this section is guilty of a penalty
8 assessment misdemeanor. (NMSA 1978, § 66-3-802)

9 **Section 18. Subsection 12-10-1.5 of the Uniform Traffic Ordinance (being Ord.**
10 **No. 2011-4) is amended to read:**

11 **12-10-1.5 HEAD LAMPS ON MOTOR VEHICLES.**

12 A. Every motor vehicle other than a motorcycle or motor-driven cycle shall be
13 equipped with at least two headlamps with at least one on each side of the front of the motor
14 vehicle, which headlamps shall comply with the requirements and limitations set forth in this
15 ordinance.

16 B. Every motorcycle and every motor-driven cycle shall be equipped with at least
17 one and not more than two headlamps which shall comply with the requirements and limitations
18 of this ordinance.

19 C. Every headlamp upon every motor vehicle, including every motorcycle and
20 motor-driven cycle, shall be located at a height measured from the center of the headlamp of not
21 more than fifty-four inches nor less than twenty inches to be measured as set forth in Section 12-
22 10-1.4B. The provisions of this paragraph shall apply only to new motor vehicles sold after July
23 1, 1953. (NMSA 1978, § 66-3-804)

24 D. For the purposes of Sections 12-10-1.1 through 12-10-1.5, parking lamps shall
25 not be used in lieu of head lamps.(*)

1 E. No headlight shall emit a glaring or dazzling light. (NMSA 1978, § 66-3-828)

2 F. A person who violates the provisions of this section is guilty of a penalty
3 assessment misdemeanor. (NMSA 1978, § 66-3-804)

4 **Section 19. Subsection 12-10-1.8 of the Uniform Traffic Ordinance (being Ord.**
5 **No. 2011-4) is amended to read:**

6 **12-10-1.8 VEHICLES TO BE EQUIPPED WITH REFLECTORS.**

7 A. Every new motor vehicle hereafter sold and operated upon a street, other than a
8 truck tractor, shall carry on the rear, either as a part of the tail lamps or separately, two red
9 reflectors, except that every motorcycle and every motor-driven cycle shall carry at least one
10 reflector, meeting the requirements of this section.

11 B. Every such reflector shall be mounted on the vehicle at a height not less than
12 twenty inches nor more than sixty inches measured as set forth in Section 12-10-1.4B, and shall
13 be of such size and characteristics and so mounted as to be visible at night from all distances
14 within three hundred feet to fifty feet from such vehicle when directly in front of lawful upper
15 beams of headlamps. (NMSA 1978, § 66-3-806)

16 C. A person who violates the provisions of this section is guilty of a penalty
17 assessment misdemeanor. (NMSA 1978, § 66-3-806)

18 **Section 20. Subsection 12-10-1.12 of the Uniform Traffic Ordinance (being Ord.**
19 **No. 2011-4) is amended to read:**

20 **12-10-1.12 WINDSHIELD MUST BE UNOBSTRUCTED AND EQUIPPED**
21 **WITH WIPERS; WINDOWS MUST BE TRANSPARENT; EXCEPTIONS.**

22 A. No person shall drive any motor vehicle with any sign, poster or other
23 nontransparent material upon or in the front windshield, windows to the immediate right and left
24 of the driver or in the rear-most window if the latter is used for driving visibility except as
25 provided in Section 12-10-1.12A. The rear-most window is not necessary for driving visibility

1 where outside rear-view mirrors are attached to the vehicle.

2 B. The windshield on every motor vehicle, except a motorcycle, shall be equipped
3 with a device for cleaning rain, snow or other moisture from the windshield, which device shall
4 be so constructed as to be controlled or operated by the driver of the vehicle.

5 C. Every windshield wiper upon a motor vehicle shall be maintained in good
6 working order.

7 D. A person who violates the provisions of this section is guilty of a penalty
8 assessment misdemeanor. (NMSA 1978, § 66-3-846)

9 **Section 21. Subsection 12-10-1.12A of the Uniform Traffic Ordinance (being**
10 **Ord. No. 2011-4) is amended to read:**

11 **12-10-1.12A SUN SCREENING MATERIAL ON WINDSHIELDS AND WINDOWS;**
12 **REQUIREMENTS; VIOLATION; PENALTY.**

13 A. A person shall not operate on any street or highway a motor vehicle that is
14 registered or required to be registered in this state if that motor vehicle has a sun screening
15 material on the windshield or any window that does not comply with the requirements of this
16 section.

17 B. Except as otherwise provided in this section, a sun screening material:

18 (1) when used in conjunction with the windshield, shall be nonreflective,
19 shall not be red, yellow or amber in color and shall be used only along the top of the
20 windshield, not extending downward beyond the ASI line or more than five inches from
21 the top of the windshield, whichever is closer to the top of the windshield; and

22 (2) when used in conjunction with the safety glazing materials of the side
23 wings or the side windows located at the immediate right and left of the driver, the side
24 windows behind the driver and the rearmost window shall be nonreflective, shall have a
25 light transmission of not less than twenty percent and shall be used only on the windows

1 of a motor vehicle equipped with one right and one left outside rearview mirror.

2 C. Each manufacturer shall:

3 (1) certify to the division that a sun screening material used by that
4 manufacturer is in compliance with the nonreflectivity and light transmission
5 requirements of this section;

6 (2) provide a label not to exceed one and one-half square inches in size that:

7 (a) is installed permanently and legibly between the sun screening
8 material and each glazing surface to which it is applied;

9 (b) contains the manufacturer's name, the date the sun screening
10 material was manufactured and the percentage of light transmission; and

11 (c) is placed in the left lower corner of each glazing surface when
12 facing the motor vehicle from the outside; and

13 (3) include instructions with the sun screening material for proper
14 installation, including the affixing of the label specified in this subsection.

15 D. No person shall:

16 (1) offer for sale or for use any sun screening material for motor vehicle use
17 not in compliance with this section; or

18 (2) install any sun screening material on motor vehicles intended for
19 operation on any street or highway without permanently affixing the label specified in
20 subsection C of this section.

21 E. The provisions of this section do not apply to a motor vehicle registered in this
22 state in the name of a person, or the person's legal guardian, who has an affidavit signed by a
23 physician or an optometrist licensed to practice in this state that states that the person has a
24 physical condition that makes it necessary to equip the motor vehicle with sun screening material
25 that is in violation of this section. The affidavit shall be in the possession of the person with such

1 a physical condition, or the person's legal guardian, at all times while being transported in the
2 motor vehicle.

3 F. The light transmission requirement of this section does not apply to windows
4 behind the driver on truck tractors, buses, recreational vehicles, multipurpose passenger vehicles
5 and motor homes. The provisions of this section shall not apply to motor vehicle glazing which
6 complies with federal motor vehicle standards.

7 G. The provisions of this section do not apply to motor vehicles that have sun
8 screening material on the windshield or any window prior to 1997.

9 H. As used in this section:

10 (1) "light transmission" means the ration of the amount of total light that
11 passes through a product or material, expressed in percentages, to the amount of total
12 light falling on the product or material;

13 (2) "manufacturer" means any person engaged in the manufacturing or
14 assembling of sun screening products or materials designed to be used in conjunction
15 with motor vehicle glazing materials for the purpose of reducing the effects of the sun;

16 (3) "nonreflective" means designed to absorb light rather than to reflect it;
17 and

18 (4) sun screening material means any film material, substance, device or
19 product that is designed to be used in conjunction with motor vehicle safety glazing
20 materials for reducing the effects of the sun.

21 I. ~~[Any]~~ A person who violates ~~[any]~~ a provision of this section is guilty of a
22 ~~[petty] penalty assessment~~ misdemeanor ~~[and upon conviction shall be punished by a fine of not~~
23 ~~more than seventy five dollars (\$75.00)].~~ (NMSA 1978, § 66-3-846.1)

24 **Section 22. A new subsection 12-10-4 of the Uniform Traffic Ordinance is**
25 **ordained to read:**

1 [NEW MATERIAL] 12-10-4 VEHICLE SUBJECT TO REGISTRATION;
2 EXCEPTIONS

3 A. With the exception of vehicles identified in Subsection B of this section, every
4 motor vehicle, manufactured home, trailer, semitrailer, and pole trailer when driven or moved
5 upon a highway and every off-highway motor vehicle is subject to the registration and certificate
6 of title provisions of the Motor Vehicle Code except:

7 (1) any such vehicle driven or moved upon a highway in conformance with
8 the provisions of the Motor Vehicle Code relating to manufacturers, dealers, lien-holders,
9 or nonresidents;

10 (2) any such vehicle that is driven or moved upon a highway only for the
11 purpose of crossing the highway from one property to another;

12 (3) an implement of husbandry that is only incidentally operated or moved
13 upon a highway;

14 (4) special mobile equipment;

15 (5) a vehicle that is propelled exclusively by electric power obtained from
16 overhead trolley wires though not operated upon rails;

17 (6) a freight trailer if it is:

18 (a) properly registered in another state;

19 (b) identified by a proper base registration plate that is properly
20 displayed; and

21 (c) identified by other registration documents that are in the
22 possession of the operator and exhibited at the request of a police officer;

23 (7) a freight trailer or utility trailer owned and used by:

24 (a) a nonresident solely for the transportation of farm products
25 purchased by the nonresident from growers or producers of the farm products and

1 transported in the trailer out of the state;

2 (b) a farmer or a rancher who transports to market only the produce,
3 animals, or fowl produced by that farmer or rancher or who transports back to the
4 farm or ranch supplies for use thereon; or

5 (c) a person who transports animals to and from fairs, rodeos, or
6 other places, except racetracks, where the animals are exhibited or otherwise take
7 part in performances, in trailers drawn by a motor vehicle or truck of less than ten
8 thousand pounds gross vehicle weight rating bearing a proper registration plate,
9 but in no case shall the owner of an unregistered trailer described in this
10 paragraph perform such uses for hire;

11 (8) a moped;

12 (9) an electric personal assistive mobility device;

13 (10) a vehicle moved on a highway by a towing service as defined in Section
14 NMSA 1978, § 59A-50-2; and

15 (11) an off-highway motor vehicle exempted pursuant to Section 66-3-1005
16 NMSA 1978.

17 * **Editor's Note:** Renumber the existing 12-10-4 DISPLAY OF CURRENT VALID
18 REGISTRATION PLATE as 12-10-4.1

19 **Section 23. Subsection 12-10-6 of the Uniform Traffic Ordinance (being Ord.**
20 **No. 2011-4) is amended to read:**

21 **12-10-6 MANDATORY FINANCIAL RESPONSIBILITY.**

22 A. No owner shall permit the operation of an uninsured motor vehicle, or a motor
23 vehicle for which evidence of financial responsibility as was affirmed to the department is not
24 currently valid, upon the streets or highways of New Mexico unless the vehicle is specifically
25 exempted from the provisions of the Mandatory Financial Responsibility Act (NMSA 1978, §§

1 66-5-201 to 66-5-239).

2 B. No person shall drive an uninsured motor vehicle, or a motor vehicle for which
3 evidence of financial responsibility as was affirmed to the department is not currently valid, upon
4 the streets or highways of New Mexico unless he is specifically exempted from the provisions of
5 the Mandatory Financial Responsibility Act.

6 C. For the purposes of the Mandatory Financial Responsibility Act, "uninsured
7 motor vehicle" means a motor vehicle for which a motor vehicle insurance policy meeting the
8 requirements of the laws of New Mexico and of the secretary is not in effect or a surety bond or
9 evidence of a sufficient cash deposit with the state treasurer. (NMSA 1978, § 66-5-205)

10 D. When financial responsibility is satisfied through coverage under a motor vehicle
11 insurance policy, the owner's or operator's carrying of evidence in print or accessible through a
12 portable electronic device is acceptable. An owner or operator of a vehicle who provides evidence
13 of financial responsibility through a portable electronic device

14 (1) assumes all liability for any resulting damage to the portable electronic
15 evidence; and

16 (2) is presumed not to consent to provide access to a law enforcement officer
17 to any other information stored in the portable electronic device.

18 ~~D~~E. "Evidence of Financial Responsibility", as used in this Section, means evidence
19 of the ability to respond in damages for liability, on account of accidents occurring subsequent to
20 the effective date of the evidence, arising out of the ownership, maintenance, or use of a vehicle
21 of a type subject to registration under the laws of New Mexico, in the following amounts:

22 (1) twenty-five thousand dollars (\$25,000.00) because of bodily injury to or
23 death of one person in any one accident;

24 (2) subject to this limit for one person, fifty thousand dollars (\$50,000.00)
25 because of bodily injury to or death of two or more persons in any one accident;

1 (3) ten thousand dollars (\$10,000.00) because of injury to or destruction of
2 property of others in any one accident; and

3 (4) if evidence is in the form of a surety bond or a cash deposit with the state
4 treasurer, the total amount shall be sixty thousand dollars (\$60,000.00). (NMSA 1978, §
5 66-5-208)

6 ~~[E]~~. Exemptions--Exempted from the mandatory financial responsibility provisions of
7 this Section are the following:

8 (1) a motor vehicle owned by the United States government, any state or any
9 political subdivision of a state;

10 2) an implement of husbandry or special mobile equipment which is only
11 incidentally operated upon the streets or highways within the limits of the municipality;

12 (3) a motor vehicle operated upon a street or highway within the limits of the
13 municipality only for the purpose of crossing such street or highway from one property to
14 another;

15 (4) a commercial motor vehicle registered or proportionally registered in
16 New Mexico and any other jurisdiction, provided such motor vehicle is covered by a
17 motor vehicle insurance policy or equivalent coverage or other form of financial
18 responsibility in compliance with the laws of any other jurisdiction in which it is
19 registered;

20 (5) a motor vehicle approved as self-insured by the superintendent of
21 insurance pursuant to NMSA 1978, § 66-5-207.1; and

22 (6) any motor vehicle when the owner has submitted to the department a
23 signed statement, in the form prescribed by the department, declaring that the vehicle will
24 not be operated on the highways of New Mexico and explaining the reasons therefore.
25 (NMSA 1978, § 66-5-207)

1 **SECTION 1.**

2 This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for
3 violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking
4 which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

5 **SECTION 2.**

6 "Penalty assessment misdemeanor" means violation of the following listed sections of the city of
7 Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term
8 "penalty assessment misdemeanor" does not include any violation which has caused or
9 contributed to the cause of an accident resulting in injury or death to any person. When an alleged
10 violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a
11 notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty
12 assessment established for the particular penalty assessment misdemeanor and probation imposed
13 upon a suspended or deferred sentence shall not exceed ninety days.

14
15

| COMMON NAME OF OFFENSE | SECTION VIOLATED | PENALTY ASSESSMENT |
|---|-------------------------|---------------------------|
| Obedience To Traffic-Control Devices/Failure To Stop | 12-5-3 | \$25.00 |
| Red Light | 12-5-6 | \$25.00 |
| <u>Pedestrian Controls</u> | <u>12-5-7</u> | <u>\$25.00</u> |
| Flashing Signals | 12-5-8 | \$25.00 |
| <u>Display of Unauthorized Signs, Signals, or Markings</u> | <u>12-5-10</u> | <u>\$25.00</u> |
| Basic (Speeding) Rule | 12-6-1.1 | \$25.00 |
| Speed Limits | 12-6-1.2 | |
| <i>A. The following apply outside a school zone:</i> | | |
| Up to and including 10 miles an hour over speed limit | | \$15.00 |
| From 26 up to and including 30 miles an hour over the speed limit | | \$125.00 |
| From 31 up to and including 35 miles an hour over the speed limit | | \$150.00 |
| More than 35 miles an hour over the speed limit | | \$200.00 |
| <i>B. In a school zone</i> | 12-6-1.2A | \$171.00 |

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| | | | |
|----|---|--|--------------------|
| 1 | C. <i>In a construction zone:</i> The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit | | |
| 2 | D. <i>In a pedestrian zone.</i> The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A. above for the equivalent miles per hour over the speed limit. | | |
| 3 | Minimum Speed Regulations | 12-6-1.5 | \$25.00 |
| 4 | Driving On Right Side Of Street | 12-6-2.1 | \$25.00 |
| 5 | Overtaking A Vehicle On The Left | 12-6-2.3 | \$25.00 |
| 6 | Limitations On Overtaking On The Left | 12-6-2.4 | \$25.00 |
| 7 | Overtaking A Vehicle On The Right | 12-6-2.6 | \$25.00 |
| 8 | No Passing Zones/Restrictions On Passing | 12-6-2.7 | \$25.00 |
| 9 | Streets Laned For Traffic | 12-6-2.12 | \$25.00 |
| 10 | Following Too Closely | 12-6-2.13 | \$25.00 |
| 11 | Driving On Divided Streets | 12-6-2.14 | \$25.00 |
| 12 | Driving Vehicle On Or Across Bicycle Lane Or Path. | 12-6-2.17 | \$25.00 |
| 13 | Turning Left At Intersection | 12-6-4.2 | \$25.00 |
| 14 | Entering Stop/Yield Intersection/Failure To Yield | 12-6-4.3 | \$25.00 |
| 15 | Required Position/Method of Turning/Improper Turn | 12-6-5.1 | \$25.00 |
| 16 | Obedience To No-Turn Signs | 12-6-5.4 | \$25.00 |
| 17 | Limitations On Turning Around/Illegal U-Turn | 12-6-5.5 | \$25.00 |
| 18 | Starting A Parked Vehicle | 12-6-5.7 | \$25.00 |
| 19 | Turn/Stop Movements | 12-6-5.8 | \$25.00 |
| 20 | Failure To Signal | 12-6-5.9 | \$25.00 |
| 21 | Motorist Turning Across Bicycle Lane. | 12-6-5.11 | \$25.00 |
| 22 | Stopping, Standing, and Parking | 12-6-6 | See Exhibit B |
| 23 | Special Stops Required | 12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7) | \$25.00 |
| 24 | Stopping For School Bus | 12-6-7.3 | \$100.00 |
| 25 | Failure To Stop At Railroad Crossing | 12-6-7.5 and | \$150.00 |
| | <u>Operators and Chauffeurs Must Be Licensed</u> | <u>12-6-12.5</u> | <u>\$25.00</u> |
| | <u>Driving While License Suspended or Administratively Suspended</u> | <u>12-6-12.6 and</u> | <u>\$25.00</u> |
| | <u>Driving While License Revoked</u> | <u>12-6-12.6B</u> | <u>\$300-\$500</u> |
| | Unattended Motor Vehicle | 12-6-12.8 | \$25.00 |
| | Limitations On Backing | 12-6-12.9 | \$25.00 |

| | | | |
|----|---|------------------------------|----------------------------|
| 1 | <u>Restriction On Use of Video In Motor Vehicles</u> | <u>12-6-12.11</u> | <u>\$25.00</u> |
| 2 | <u>Coasting Prohibited</u> | <u>12-6-12.12</u> | <u>\$25.00</u> |
| 3 | Prohibited Activities While Driving (including hand held mobile communication device use) | 12-6-12.18 | \$200.00 |
| 4 | Mobile communication device use while driving in a school zone | 12-6-12.18 | \$300.00 |
| 5 | Permitting Unauthorized Persons To Drive | 12-6-12.23 | \$25.00 |
| 6 | Destructive Material On Roadway/Failure To Secure Load | 12-6-13.5 | \$100.00 |
| 7 | Improper Opening Of Doors | 12-6-13.8 | \$25.00 |
| 8 | Child Restraint Device Or Safety Belt | 12-6-13.12 | \$100.00 |
| 9 | Mandatory Use Of Seat Belts | 12-6-13.13 | \$100.00 |
| 10 | Open Container, 1st Offense | 12-6-13.14 | \$100.00 |
| 11 | for subsequent violations | | mandatory court appearance |
| 12 | Littering | 12-6-13.15 | \$300.00 |
| 13 | Jaywalking | 12-6-14.1 through 8 | \$25.00 |
| 14 | Windshield | 12-10-1.12 | \$25.00 |
| 15 | When Lighted Lamps Are Required | 12-10-1.3 | \$25.00 |
| 16 | Headlamps On Vehicles | 12-10-1.5 | \$25.00 |
| 17 | Dimming Of Lights | 12-10-1.6 | \$25.00 |
| 18 | Tail Lamps | 12-10-1.7, except 12-10-1.7C | \$25.00 |
| 19 | Plate Light Required | 12-10-1.7C. | \$10.00 |
| 20 | Stop Lamps/Brake Lamps | 12-10-1.9 | \$25.00 |
| 21 | Mufflers, Prevention Of Noise | 12-10-1.10 | \$25.00 |
| 22 | Lamp Or Flag On Projecting Load | 12-10-1.11 | \$25.00 |
| 23 | <u>Windshield Must Be Unobstructed and Equipped with Wipers and Windows Must Be Transparent</u> | <u>12-10-1.12</u> | <u>\$25.00</u> |
| 24 | <u>Tinted Windows</u> | <u>12-10-1.12A</u> | <u>\$25.00</u> |
| 25 | Unsafe Equipment (Brakes) | 12-10-1.16 | \$25.00 |
| | <u>Display Of Current Valid Registration Plate</u> | <u>12-10-4</u> | <u>\$25.00</u> |

SECTION 3. MANDATORY COURT APPEARANCES

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident 12-4-2

| | | |
|----|---|----------------------------|
| 1 | Failure to Render Aid/Duty to Give Info | 12-4-3 |
| 2 | Immediate Notice of Accident | 12-4-6 |
| 3 | Failure to Yield to Emergency Vehicle | 12-6-7.4 |
| 4 | Reckless Driving | 12-6-12.3 |
| 5 | Careless Driving/Driver Inattention | 12-6-12.4 |
| 6 | Operator/Chauffeur Licenses Required | 12-6-12.5 |
| 7 | Unlawful Use of License (Revoked) | 12-6-12.6 |
| 8 | Unlawful Use of License (Suspended) | 12-6-12.6 |
| 9 | Fleeing or Attempting to Elude An Officer | 12-6-12.7 |
| 10 | Racing on Streets/Drag Racing/Exhibition of Speed | 12-6-12.19 |
| 11 | Open Container 2 nd , 3 rd , etc. | 12-6-13.14 |
| 12 | Pedestrian Related Violations | 12-6-14 (except 12-6-14.1) |
| 13 | Off-Highway Motor Vehicles (ATV) | 12-7-9 through 12-7-9.6 |
| 14 | Display of Current Registration | 12-10-4 |
| 15 | Evidence of Registration | 12-10-5 |
| 16 | Mandatory Financial Responsibility (Insurance) | 12-10-6 |

17 **SECTION 4. TRAFFIC CALMING FEES**

18 A. Persons violating speed limits within the city have created a need for traffic
19 calming. The governing body has determined that those persons violating the speed limits should
20 pay additional fees. The purpose of the additional fees is to discourage speeding within the city
21 and to provide funds for the city's traffic calming program.

22 B. The city hereby imposes a traffic calming fee equal to the maximum fine
23 (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in
24 the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the
25 jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-

1 1.2, but the traffic calming fee is not doubled.

2 C. The traffic calming fee shall be collected by the municipal court for funding the
3 city's traffic calming program. The amount of fees collected shall not decrease the amount of
4 money allocated to the traffic calming program through the current fiscal year Capital
5 Improvement Program bonding process.

6 D. The governing body shall review the results of this subsection including the
7 amount of fees which have been collected and the amount of police overtime because of this
8 subsection. The municipal court shall provide the governing body with the appropriate statistics
9 to review this subsection.

10 **SECTION 5. MUNICIPAL COURT FEES**

11 In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed
12 the municipal court fees for each penalty assessment misdemeanor as set forth in Section 1-3.2
13 SFCC 1987.

14 **SECTION 6. PENALTY ASSESSMENT MISDEMEANORS; OPTION; EFFECT**

15 A. Unless a warning notice is given, at the time of making an arrest for any penalty
16 assessment misdemeanor, the arresting officer shall offer the alleged violator the option of
17 accepting a penalty assessment. The violator's signature on the penalty assessment notice
18 constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the
19 prescribed penalty assessment is a complete satisfaction of the violation.

20 B. Payment of any penalty assessment shall be made by mail to the Municipal
21 Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from
22 the date of arrest. Payments of penalty assessments are timely if postmarked within the time
23 limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty
24 assessment is paid by currency, but a check or money order tendered by the violator upon which
25 payment is received is sufficient receipt.

1 C. No record of any penalty assessment payment is admissible as evidence in any
2 court in any civil action.

3 **SECTION 7. FAILURE TO PAY PENALTY ASSESSMENT**

4 A. If a penalty assessment is not paid within 30 days from the date of arrest, the
5 violator shall be prosecuted for the violation charged on the penalty assessment notice in a
6 manner as if the penalty assessment notice had not been issued. Upon conviction in such
7 prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic
8 Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense
9 charge, and the scheduled penalty assessment shall not apply.

10 B. In addition to the prosecution provided for in Section A above, it is a
11 misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within
12 30 days from the date of arrest.

13 C. The municipal court shall notify the motor vehicle division of the state of New
14 Mexico when a person fails to pay a penalty assessment within the required period of time. The
15 motor vehicle division shall report the notice upon the driver's record and shall not renew the
16 person's license to drive until the municipal court notifies the motor vehicle division that the
17 penalty assessment, or its equivalent, as well as any additional penalties imposed are properly
18 disposed of.

19 **SECTION 8 VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE.**

20 This traffic violation penalty assessment schedule does not apply to traffic violations not listed
21 above which are petty misdemeanors. Such violations mandate a court appearance with a fine of
22 up to three hundred dollars (\$300) and up to 90 days in jail.

23 **Section 25. Section 12-6-12.3 of SFCC 1987 (being Ord. No. 2011-4, as amended)**
24 **is amended to read:**

25 **24-1 City of Santa Fe Uniform Traffic Ordinance.**

1 **24-1.1 Adoption of City of Santa Fe Uniform Traffic Ordinance**

2 A. The governing body hereby adopts the 2010 compilation of the city of Santa
3 Fe Uniform Traffic Ordinance ("Uniform Traffic Ordinance"). The traffic violation penalty
4 assessment schedule and the parking violation fines schedule are included in the Uniform
5 Traffic Ordinance.

6 B. Amendments to the Uniform Traffic Ordinance shall be adopted by an
7 ordinance of the governing body.

8 C. The Uniform Traffic Ordinance is a separate compilation and ~~[is available for~~
9 ~~inspection during the normal and regular business hours of the city clerk]~~ can be found as
10 Exhibit A at the end of this chapter. A physical copy of the Uniform Traffic Ordinance is
11 available to any individual upon request and payment of a reasonable charge as set by the city.

12 APPROVED AS TO FORM:

13 
14 _____
15 ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT**General Information:**(Check) Bill: X Resolution: _____Short Title(s): UTO Changes 2020Sponsor(s): Councilor RiveraReviewing Department(s): City Attorney's OfficeStaff Completing FIR: Kyle Hibner Date: 11/25/20 Phone: 955-5195Reviewed by City Attorney:  Date: Jan 4, 2021Reviewed by Finance Director:  Date: Jan 5, 2021**Summary:**

This Bill amends various sections of the Uniform Traffic Ordinance ("UTO"). Among the changes are adding clauses into various sections that state that a person who violates the provisions of that particular section is guilty of a penalty assessment misdemeanor. Additionally, a charge for driving while intoxicated with a minor in the vehicle is added, establishing a charge for driving with a license that has been administratively suspended, separating out a charge for driving with a license that has been revoked, allowing for the use of a mobile device to show proof of insurance, and amending the Schedule A of the UTO – the penalty assessment schedule. Finally, the Bill adds the UTO as an exhibit at the end of Chapter 24 to make it more accessible to the public.

Departments Affected:Police, City Attorney's Office, Municipal Court**Consequences of Not Enacting Legislation:**The City of Santa Fe will not have the most up-to-date language included in the Uniform Traffic Ordinance.**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**

Due to incorrect assignment of sections by the New Mexico Municipal League ("NMML"), some sections have been assigned alphabetical listings. This creates confusion in the UTO. The City Clerk has requested that the NMML recompile the UTO to correct the numbering of various sections.

Performance and Administrative Implications:

The addition of penalty assessments for specific violations removes the potential imprisonment component of punishment in most cases. The full penalty amount is more likely to be assessed in these cases as there is no possibility of jail time. The removal of possible jail time also means violations that result in criminal charges will not jeopardize violators' future efforts to seek employment. Police officers, the City Prosecutor, and Municipal Court will all need to be made aware of the changes to the UTO in order to properly issue, prosecute, and handle related violations.

Fiscal Implications:

There is an estimated negative fiscal impact as a result of specified fines for violations of various sections of the UTO. Currently, any violation not specifically listed on Schedule A of the UTO is subject to a mandatory court appearance with a fine of up to \$300 and up to 90 days in jail. In most cases, by specifying the penalty assessment in the table, the criminal component is removed and a civil citation is assessed instead. Based on prior years' citations, the following can be expected in terms of changes to revenue:

| | |
|---------------------------------------|--|
| 12-5-7 | \$0 → \$0 |
| 12-5-10 | \$0 → \$0 |
| 12-6-12.5 | \$45,535 → \$18,975 |
| 12-6-12.6, 12-6-12.6(A), 12-6-12.6(B) | \$25,461 → Undetermined due to separating out different sections |
| 12-6-12.11 | \$0 → \$0 |
| 12-6-12.12 | \$0 → \$0 |
| 12-10-1.12 | \$502 → \$475 |
| 12-10-1.12(A) | \$393 → \$350 |
| 12-10-4 | \$17,862 → \$22,288 |

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 | <u>\$(11,102)</u> | <u>\$(22,204)</u> | <u>\$(22,204)</u> | R | _____ |
| CIP | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Enterprise | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Internal Service | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Trust and Agency | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Federal | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Other | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Total | <u>\$(11,102)</u> | <u>\$(22,204)</u> | <u>\$(22,204)</u> | | |

Revenue Narrative:

These numbers are estimates and actual penalty assessments will vary somewhat from the projections shown above. Please see the Fiscal Implications above for details.

Signature:  _____
Email: kjhibner@santafenm.gov

Signature: 
Email: jbguillen@ci.santa-fe.nm.us



City of Santa Fe, New Mexico

Memorandum



DATE: January 15, 2021

TO: Governing Body

VIA: Kyra Ochoa, Community Services Department Director 
 Gino Rinaldi, Senior Services Division Director 

FROM: Anya Alarid, Interim Program Manager 

ITEM AND ISSUE:

Request for the Approval of Memorandum of Understanding with the Santa Fe Public Schools, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Interim Program Manager: email aaalarid@santafenm.gov , 505-955-4744.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between the Santa Fe Public Schools and the City of Santa Fe. Our Federal and State funding sources require we have these documents in place when providing volunteer services via our Foster Grandparent Volunteer Program. The Volunteer Station Agreement outlines the responsibilities for both the City as well as the volunteer stations. Please note that **compensation is not involved** in this memorandum.

PROCUREMENT METHOD:

N/A

CONTRACT NUMBER:

The FY21 Munis contract number is 3202495.

ACTION REQUESTED:

Senior Services respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202495

Contractor: Santa Fe Public Schools

Description: **Memorandum of Understanding with the Santa Fe Public Schools. No compensation or financial responsibility is involved. This is a volunteer station agreement for our Foster Grandparent Program for the Division of Senior Services.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2020 Term End Date: 06/30/2023

Approved by Council Date: _____

Contract / Lease: TBD

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)
Memorandum of Understanding with the Santa Fe Public Schools. No compensation or financial responsibility is involved. This is a volunteer station agreement for our Foster Grandparent Program for the Division of Senior Services.

3. Procurement History: N/A

Juan Duany (Jan 21, 2021 15:17 MST)

Jan 21, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source: N/A

Org / Object: _____

Alexis Lotero (Jan 21, 2021 14:30 MST)

Jan 21, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

**SANTA FE PUBLIC SCHOOLS
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("Agreement") is made by and between the Board of Education of the Santa Fe Public Schools, hereinafter called the "District," by and through the Superintendent of the District, and the City of Santa Fe, a home-rule municipality organized under the laws of New Mexico also known as "Partner" and Foster Grandparent Program ("FGP").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. TERM.

A. This Agreement is effective on July 1, 2020 and will terminate on June 30, 2023.

B. In the event that this term exceeds twelve (12) months, the Parties agree that, starting on the first day of the thirteenth month, the District, in its sole discretion, may determine that an insufficiency of appropriations and funding require the termination of this Agreement with thirty (30) days' written notice to the Partner, who shall accept the District's determination.

C. No automatic-renewal is permissible under this Agreement.

II. PARTIES' SCOPE OF WORK AND RESPONSIBILITIES

A. The District shall:

1. Designate a coordinator to serve as liaison with the project
2. Provide supervision of volunteers while on site. The District will ensure the volunteers are not left unattended.
3. Provide FGP Volunteers with assignments that utilize their skills and training.
4. Assist Partner in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.
5. Have the right to request the Partner to reassign volunteer.
6. Provide for adequate health and safety protection of volunteers.
7. Collect and validate appropriate/available volunteer reports for submission to the Partner.
8. In consultation with the Partner, make investigations and reports regarding accidents and injuries involving volunteers.
9. Within the limits of available resources, provide in-kind contribution(s) in support of the project, such as meals provided at the various District School Sites.
10. Meet the standards set by the Americans with Disabilities Act (ADA), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay

services, meaning that all electronic and information technology must be accessible to people with disabilities.

11. Not discriminate against FGP volunteers or in the operation of the FGP program on the basis of race, color, national origin, sexual orientation, real or perceived gender, age, political affiliation, religion, veteran status or disability, if the participant is a qualified individual with a disability.
12. Not consider religious instruction part of FGP volunteerism.
13. Engage FGP volunteers through alternative/virtual programming, while the District is in a remote or hybrid learning model.
14. Consider many in person or on site provisions of the MOU not valid while the District is in a remote or hybrid learning model as required by the District, city, state or federal regulations during Covid-19 Pandemic.

B. The Partner shall:

1. Place approximately 18 FGP Volunteers to serve approximately 54 children with special or exceptional needs for a period of 15-30 hours per week with approval of the FGP Project Director in accordance with FGP guidelines (Attachment #2).
2. Arrange for pay and assist volunteers in fulfilling the FBI fingerprint check required by the State of New Mexico Public Health Department, as well as conducting a search of the National Sex Offender Public Website for all volunteers before service. Volunteers will only be placed for service if all background checks have been complete and they have been cleared to volunteer. All background checks will be shared with the Volunteer Coordinator assigned by the District.
3. Recruit, interview, enroll and refer volunteers in the project.
4. Provide periodic orientation to the District School Sites.
5. Refer volunteers to the District for individual assistance.
6. Furnish adequate accident and liability insurance coverage as required by FGP project guidelines and the terms of this agreement.
7. Retain full responsibility for the management of the FGP Volunteers and fiscal control of the project.
8. Arrange for the transportation of all FGP volunteers to and from the District School Site.
9. Arrange physical examinations for all FGP Volunteers, initially and prior to assignment, and annually thereafter.
10. Within the limits of available resources and project policy, ensure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.
11. Specify activities to be performed by the volunteers under the direction of the District in cooperation with the FGP project guidelines as well as Sponsor's staff.
12. Provide in-service training for volunteers at least once a month for four hours.
13. Ensure a written Assignment Plan is signed authorizing service by the FGP Volunteer and specifying volunteer activities to be performed.

14. Ensure that the FGP volunteers comply with all federal and state laws and regulations.
15. In cooperation with the project's Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the District and/or the Partner.
16. Encourage FGP volunteers to participate in alternative/virtual programming, while the District is in a remote or hybrid learning model.
17. Consider many in person or on site provisions of the MOU not valid while the District is in a remote or hybrid learning model as required by the District, city, state or federal regulations during Covid-19 Pandemic.

III. PARTNER SERVICES AND CONDUCT.

A. **Standard of Performance.** Partner represents and warrants that Partner has the necessary knowledge, experience, abilities, skills, and resources to perform the Partner's obligations under this Agreement, and agrees to perform such obligations in a professional manner, consistent with prevailing industry standards and practices.

B. **Licenses and Permits; Compliance with Law.** Partner represents and warrants that the Partner has all licenses and permits necessary to conduct business and perform all obligations under this Agreement, and agrees to comply with all applicable laws, regulations, codes, ordinances, and Board policies.

C. **District-Partner Relationship.** Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a business partnership, joint venture or relationship of agency or employment between the Partner and the District. The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, use of District vehicles, bonding, or any other benefits as a result of this Agreement.

D. **Marketing Materials.** Neither Party will use the other's name in any publicity or advertising material without prior written consent of the other party.

E. **Confidentiality.** Each Party will comply with all laws, regulations, and Board policies that apply to the use, transmission, storage, disclosure, or destruction of confidential information and educational records.

IV. COSTS.

Not Applicable

A. District's Costs.

- 1) Zero dollars and zero cents (\$0.00)
- 2) The District's performance of the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

V. LIABILITY; INDEMNIFICATION.

- A. No party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to immunities and limitations of the New Mexico Tort Claims Act.

VI. MISCELLANEOUS TERMS.

- A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.
- B. **Records and Audit.** Both parties will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection and audit by the Superintendent of the District or designee, the State Department of Education, the Department of Finance and Administration, and the State Auditor.
- C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

- E. **Governing Law.** This Agreement will be construed, interpreted, governed, and endorsed in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- G. **Marketing Materials.** Neither the District nor the Partner will use the other's name in any publicity or advertising material without prior written consent of the other party.
- H. **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- I. **Cooperation and Dispute Resolution.** The parties will meet as necessary to discuss and evaluate the progress of the program involved in this Agreement. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
- J. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.
- K. **Employee status.** The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, use of state vehicles, bonding, or any other benefits afforded to employees of the District as a result of this Agreement.
- L. **Nondiscrimination.** Neither party will discriminate against program participants or employees on the basis of because of race, color, ancestry, ethnicity, national origin, immigration status, religion, sex, gender identity, sexual orientation, age, disability, or serious medical condition.
- M. **Confidentiality.** The parties in accordance with applicable federal and state laws and regulations regarding confidentiality of records of students will maintain the confidentiality of any records.
- N. **Conflict of Interest.** That the parties warrant that they have 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.

- O. **Appropriations.** That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- P. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.
- Q. **Violations.** 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 bribe, gratuities, and kickbacks.
- R. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the District at:
 Santa Fe Public Schools

 610 Alta Vista
 Santa Fe, NM 87505

To the Partner at:
 City of Santa Fe Foster Grandparent
 Program
 PO Box 909
 Santa Fe, NM 87504

VII. CRIMINAL BACKGROUND CHECK.

For any individual providing services pursuant to the Partner's explicit or implicit direction or permission, the Partner shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

- A. By this signature _____,
 SHALL WARRANT that such individuals will not have unsupervised access to students; OR
- B. By this signature _____,
 SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
 - a. Performance of an internet search on the individual; and

- b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

VIII. CONFLICT OF INTEREST; PROCUREMENT CODE.

A. Conflict of Interest. That the parties warrant that they have 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.

B. Procurement Code. The Partner acknowledges that the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and other laws impose felony penalties for illegal bribe, gratuities, and kickbacks.

C. Campaign Contribution Disclosure Form. In compliance with the Procurement Code, Section 13-1-191.1 NMSA 1978, the Partner shall complete the following Campaign Contribution Disclosure Form:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Partner, by and through the undersigned representative, hereby discloses that the following contributions in excess of two hundred fifty dollars (\$250.00) were made to a Board of Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

Contribution(s) Made By: _____ On: _____

List the Name(s) of any and all Board Member(s) Receiving Contributions:

Amount, Nature and Purpose of each Contribution to each Board Member:

By: _____ Date: _____
JAREL LAPAN-HILL, CITY MANAGER

-OR-

Alternatively, the Partner, by and through the undersigned representative, hereby states that no contributions in excess of two hundred fifty dollars (\$250.00) were made to a Board of Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

By: _____ Date: _____
JAREL LAPAN-HILL, CITY MANAGER

SIGNATURE PAGE

FOR SFPS BUSINESS SERVICES:

AMOUNT: Zero (\$0)

ACCOUNT CODE NO. NONE

FUNDING SOURCE: NONE

APPROVED BY SFPS:

SABRA ROMERO, DIVERSITY, EQUITY, & ENGAGEMENT DATE

DR. JAMES LUJAN, CHIEF DIVERSITY, EQUITY, & ENGAGEMENT OFFICER DATE

JOSHUA R. GRANATA, GENERAL COUNSEL DATE

GERMAN MARTINEZ, CHIEF FINANCIAL OFFICER DATE

VERONICA C. GARCIA, Ed.D., SUPERINTENDENT OF SCHOOLS DATE

AGREED UPON BY PARTNER:

I CERTIFY THAT NO SUSPENSION / DEBARMENT / EXCLUSION ON THE STATE / FEDERAL GOVERNMENT LEVEL IS APPLICABLE TO THE PARTNER AT TIME OF MY SIGNATURE BELOW.

ALAN M. WEBBER, MAYOR DATE

KRISTINE MIHELICIC, CITY CLERK DATE

Marcos Martinez
Marcos Martinez (Jan 13, 2021 14:17 MST)

Jan 13, 2021

SENIOR ASSISTANT CITY ATTORNEY DATE

MARY MCCOY, FINANCE DIRECTOR

DATE

CRS # OR SS #

PARTNER'S SIGNATURE DOES NOT CONSTITUTE AUTHORITY TO INITIATE SERVICES.
RECEIPT OF A PURCHASE ORDER IS THE ONLY AUTHORIZATION TO START SERVICES.

FGP GUIDELINES: SAFETY/ACCESSIBILITY CHECKLIST AND ELEMENTARY ASSIGNMENT/CARE PLAN ATTACHED HERETO AS ATTACHMENT

#1

Attachment #1

FGP GUIDELINES: SAFETY/ACCESSIBILITY CHECKLIST AND ELEMENTARY ASSIGNMENT/CARE PLAN ATTACHED



**City of Santa Fe Foster Grandparent Program (FGP)
Safety/Accessibility Checklist for Volunteer Stations**

This questionnaire is designed to allow evaluation of the overall accessibility of FGP Santa Fe by looking at where we send volunteers to serve. It is not meant to eliminate stations for possible placement of FGP volunteers but to provide information needed to match volunteers with volunteer stations.

Volunteer Station Name: Santa Fe Public Schools

| Policies & Procedures | | Yes | No | NA | Comments |
|--------------------------------|--|-----|----|----|----------|
| 1 | Does your agency have policies that ensure that "reasonable accommodation" is made to individuals, including volunteers with disabilities? | | | | |
| 2 | All volunteers are oriented and trained on the agency's safety policy and updated if changes occur. | | | | |
| 3 | Volunteers are given the necessary materials and knowledge to perform tasks safely. | | | | |
| 4 | All volunteers are required to report and/or document any accidents to a staff member. | | | | |
| 5 | Volunteers wear the appropriate clothing and safety equipment necessitated by activity. | | | | |
| 6 | Is there an evacuation plan in place in case of emergency? | | | | |
| Facility Accommodations | | | | | |
| 7 | There is parking designated for persons with disabilities near building entrance. | | | | |
| 8 | There is a flat, non-gravel route from parking/street to front entrance. | | | | |
| 9 | Is there a handicap accessible restroom? | | | | |
| 10 | Doors (entrance, restroom) are no heavier to open than refrigerator doors and/or are handicapped accessible (automatic door button). | | | | |
| 11 | Halls and passageways are at least one yard (36") wide and there are no trip hazards. | | | | |
| 12 | Stairways have handrails. | | | | |
| 13 | Alternate entrances are available (elevator, ramp, other entrance). | | | | |
| 14 | Proper signs, emergency exits and safety protocols are visibly displayed for volunteers. | | | | |
| 15 | First aid kits are available and locations are identified. | | | | |
| 16 | Fire extinguishers are located on site and inspected regularly. | | | | |
| 17 | Are emergency alarms both audible and visual? | | | | |

Name of person completing evaluation (Print) Title

Signature Date

Date received by FGP _____

Elementary School Assignment Plan ATTACHED HERETO AS ATTACHMENT #2



Attachment #2



**City of Santa Fe
Foster Grandparent Program
2019/2020 Elementary School Assignment Plan**

Instructions: It is a federal requirement that all Foster Grandparents have an assignment plan for the children with whom they are assigned to work. Foster Grandparents should be assigned to children (at least three) with exceptional or special needs. Successful assignments will have a positive impact on the child.

Please complete all sections, documenting the child's needs, the activities you want the volunteer to perform, and the desired results of those activities. The completed assignment plan becomes the volunteer's "job description." Please review it with the volunteer to ensure that the required activities and the desired outcomes are understood.

The Foster Grandparent Program recognizes and respects the confidentiality of all of the children involved in the program. Please be assured that all of the information that you provide will only be used in aggregate and no specific child will be identified. If you have questions, please call program staff at 955-4761.

Fill out the green areas in October.

Fill out the purple area in May.
(Will be returned to you to complete.)

| | |
|--------------------------|--|
| Foster Grandparent: | |
| Volunteer Station: | |
| Teacher/Supervisor | |
| Period this plan covers: | |

A. List Child's/children's Name, Age, and Grade and Exceptional or Special Need:

Identify the child(ren) the volunteer will be working with. For confidentiality, please use the first name only or an assigned I.D. number.

| Child's Name | Grade | Age | Special or Exceptional Need Choose from the list below and include all that apply. |
|-------------------------|-------|-----|---|
| <i>Example: 1. Anna</i> | 1 | 6 | SI, HI |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

| | | |
|---|----------------------------|-----------------------|
| AN: Abused/Neglected | HI: Health Impairment | SI: Speech Impaired |
| AY: Adjudicated youth | HE: Hearing Impaired | TP: Teen Parent |
| DD: Development Delayed/Disabled | L: Literacy Needs | VI: Visually Impaired |
| ES: Emotional/Social | LC: Language/Communication | Other: |
| FC: In Need of Foster Care | LD: Learning Disabled | Other: |
| | PC: Physically Challenged | Other: |
| Special Initiatives: | | |
| CI: Children of Incarcerated Parent(s) | | |
| CF: Child in Foster Care | | |
| CM: Child of Military Family or Veteran Parent(s) | | |

| CHILD 4 (Name or Code): | | | | | | | | | |
|--|-------|------------------|--------|--|----------|--------------------------|----------|---|--|
| B. Activities planned with assigned child: what will the Foster Grandparent work on with the child? Mark the activities that apply with an X. | | | | C. Outcome measures for the child: in what areas do you expect that the identified child will benefit? How is the child doing at the end of the year/assignment compared to at the beginning of the year/assignment? | | Child's beginning score: | | Child's end score: (To be completed in May) | |
| | | | | Part I | | | | Part II | |
| | Daily | 2-3 Times a Week | Weekly | Activities: | Emergent | Competent | Emergent | Competent | |
| Cognitive skills: learning, thinking, problem solving, etc. | | | | Cognitive skills | | | | | |
| Literacy: read to, be read to, letter/word recognition, writing skills. | | | | Literacy | | | | | |
| Language: speech, language barriers, English as a second language, etc. | | | | Language | | | | | |
| Tutor: math, science, etc. | | | | Tutor | | | | | |
| Emotional: self-esteem, behavior, self-control, etc. | | | | Emotional | | | | | |
| Social skills: friendship, respect, teamwork, model proper social skills, etc. | | | | Social skills | | | | | |
| Approaches to learning: cooperation, staying focused, being persistent, develop curiosity. | | | | Approaches to learning | | | | | |
| Other: anything else teacher or parent wishes for child to strengthen and develop. _____ | | | | Other: _____ _____ | | | | | |

| CHILD 2 (Name or Code): | | | | | | | | | |
|---|-------|------------------|--------|---|----------|--------------------------|----------|--|--|
| B. Activities planned with assigned child: what will the Foster Grandparent work on with the child? <i>Mark the activities that apply with an X.</i> | | | | C. Outcome measures for the child: in what areas do you expect that the identified child will benefit? <i>How is the child doing at the end of the year/assignment compared to at the beginning of the year/assignment?</i> | | Child's beginning score: | | Child's end score: (To be completed in May.) | |
| | | | | | | | | | |
| | Daily | 2-3 Times a Week | Weekly | Activities: | Emergent | Competent | Emergent | Competent | |
| | | | | Cognitive skills: learning, thinking, problem solving, etc. | | | | | |
| | | | | Literacy: read to, be read to, letter/word recognition, writing skills. | | | | | |
| | | | | Language: speech, language barriers, English as a second language, etc. | | | | | |
| | | | | Tutor: math, science, etc. | | | | | |
| | | | | Emotional: self-esteem, behavior, self-control, etc. | | | | | |
| | | | | Social skills: friendship, respect, teamwork, model proper social skills, etc. | | | | | |
| | | | | Approaches to learning: cooperation, staying focused, being persistent, develop curiosity. | | | | | |
| | | | | Other: anything else teacher or parent wishes for child to strengthen and develop. _____ _____ | | | | | |

| CHILD 4 - If applicable (Name or Code): | | | | | | | | | |
|--|-------|------------------|--------|--|----------|--------------------------|----------|--|--|
| B. Activities planned with assigned child: what will the Foster Grandparent work on with the child? <i>Mark the activities that apply with an X.</i> | | | | C. Outcome measures for the child: in what areas do you expect that the identified child will benefit? <i>How is the child doing at the end of the year/assignment compared to at the beginning of the year/assignment?</i> | | Child's beginning score: | | Child's end score: (To be completed in May.) | |
| | | | | | | | | | |
| | Daily | 2-3 Times a Week | Weekly | Activities: | Emergent | Competent | Emergent | Competent | |
| Cognitive skills: learning, thinking, problem solving, etc. | | | | Cognitive skills | | | | | |
| Literacy: read to, be read to, letter/word recognition, writing skills. | | | | Literacy | | | | | |
| Language: speech, language barriers, English as a second language, etc. | | | | Language | | | | | |
| Tutor: math, science, etc. | | | | Tutor | | | | | |
| Emotional: self-esteem, behavior, self-control, etc. | | | | Emotional | | | | | |
| Social skills: friendship, respect, teamwork, model proper social skills, etc. | | | | Social skills | | | | | |
| Approaches to learning: cooperation, staying focused, being persistent, develop curiosity. | | | | Approaches to learning | | | | | |
| Other: anything else teacher or parent wishes for child to strengthen and develop. _____ | | | | Other: _____ _____ | | | | | |

SIGNATURES

I accept this assignment plan and agree to perform the duties required of this volunteer position to the best of my ability and to relay questions or concerns to the volunteer supervisor.

Signature: Foster Grandparent _____ Date: _____

I certify that I am qualified to attest to the needs described above or have consulted with or reviewed documentation prepared by an appropriate professional who verified the needs, such as, but not limited to, a teacher, speech therapist, educator, or a member of the professional psychiatrist, psychologist, registered nurse or licensed practical nurse, or executive staff of the volunteer station.

Signature: Teacher/Supervisor _____ Date: _____

I approve this assignment/care plan:

Signature: FGP Director _____ Date _____

PROOF OF INSURANCE ATTACHED HERETO AS ATTACHMENT #3

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

| | | | |
|---|-----------|--|--|
| AGENCY Poms & Associates Insurance Brokers | | NAMED INSURED New Mexico Public Schools Insurance Authority | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

**Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including
public schools, public charter schools and community colleges
and universities are granted immunity from liability.**

**Commercial General
Liability Products and
Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability**






2021 01 13 REVISED FGP Initial MOU for Signatures

Final Audit Report

2021-01-13

| | |
|-----------------|---|
| Created: | 2021-01-13 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAaw8kYbWfyNrM6ycFRvx58hY1 Tpyd2Sljg |

"2021 01 13 REVISED FGP Initial MOU for Signatures" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-13 - 8:39:34 PM GMT - IP Address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-13 - 8:40:14 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-13 - 9:13:10 PM GMT - IP Address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-13 - 9:17:16 PM GMT - Time Source: server - IP Address: 174.56.49.116
-  Agreement completed.
2021-01-13 - 9:17:16 PM GMT



POWERED BY
Adobe Sign









GB SENIORS MOA WITH SFPS FOSTER GRANDPARENT

Final Audit Report

2021-01-21

| | |
|-----------------|--|
| Created: | 2021-01-15 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABSJke0iK9LjJbR1p_WIII0r8loq4QVKV |

"GB SENIORS MOA WITH SFPS FOSTER GRANDPARENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-01-15 - 11:21:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-01-15 - 11:24:31 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-01-21 - 9:29:58 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-01-21 - 9:30:38 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-01-21 - 9:30:41 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-01-21 - 10:17:21 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-01-21 - 10:17:39 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-01-21 - 10:17:39 PM GMT

11. DISCUSSION/ACTION ITEMS

b. Request to Publish Notice of Public Hearing on February 24, 2021.

Consideration of Bill No. 2021-____: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21

Governing Body (Request to Publish) – 01/27/21

Finance Committee – 02/15/21

Governing Body (Public Hearing) – 02/24/21

Name: Stefanie Beninato

Comment - 01/27/2021 10:41 AM: (No Vote)

What is the Global Management Performance Contract? It seems that a shell game is going on with money needed to complete these contracts. What is the underlying issue. A clear presentation on this is needed to promote transparency.

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/25/2021

ISSUSE NO. 8C

Consideration of Bill No. 2021-____: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21
 Governing Body (Request to Publish) – 01/27/21
 Finance Committee – 02/15/21
 Governing Body (Public Hearing) – 02/24/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/27/2021 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 | | |

1 AN ABSTRACT OF PROCEEDINGS

2 STATE OF NEW MEXICO)

3 COUNTY OF SANTA FE) ss.

4 CITY OF SANTA FE)

5 The Governing Body (the “Governing Body”) of the City of Santa Fe (the “City”) in the County
6 of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances
7 and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular
8 meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of
9 February, 2021.

10 Upon roll call the following were found to be present, constituting a quorum of the Governing
11 Body:

| | | | |
|----|----------|------------|-------|
| 12 | PRESENT: | Mayor: | _____ |
| 13 | | Councilor: | _____ |
| 14 | | Councilor: | _____ |
| 15 | | Councilor: | _____ |
| 16 | | Councilor: | _____ |
| 17 | | Councilor: | _____ |
| 18 | | Councilor: | _____ |
| 19 | | Councilor: | _____ |
| 20 | | Councilor: | _____ |

21 ABSENT:
22 _____

23 Thereupon the following proceedings, among others, were had and taken:

24 PUBLIC HEARINGS

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CONSIDERATION OF BILL NO. 2021-___

ADOPTION OF ORDINANCE NO. 2021-___

**Approval of a Global Management Performance Agreement with Dalkia Energy Solutions,
LLC**

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CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-____

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE “AGREEMENT”) FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the “City”) is a legally created,

1 established, organized and existing incorporated charter municipality with home-rule powers under
2 the constitution and laws of the State of New Mexico; and

3 **WHEREAS**, Dalkia Energy Solutions, LLC, a Massachusetts limited liability company
4 (“Contractor”) has agreed to perform Street Light LED Upgrade and Maintenance (the “Project”)
5 for the City per the pricing structure and the contractual terms of the Global Management
6 Performance Contract by and between Citelum US, Inc. and the City of Albuquerque, New Mexico
7 dated September 28, 2017, as agreed to by the letter submitted by the Contractor to the City dated
8 September 10, 2019; and

9 **WHEREAS**, the amount of savings to be realized through the implementation of the
10 Project appears to be sufficient to cover all costs associated with the Project; and

11 **WHEREAS**, the Contractor has proposed that the City and the Contractor enter into a
12 Global Management Agreement (the “Agreement”), a copy of which has been presented to the City
13 Council in connection with its consideration of this Ordinance, and pursuant to which the
14 Contractor will complete the Project at a total cost not to exceed \$3,187,337.78, including gross
15 receipts taxes; and

16 **WHEREAS**, the Project consists of the installation and maintenance of LED streetlight
17 conversion and routine and non-routing maintenance of the converted streetlights; and

18 **WHEREAS**, the City intends to finance the costs of the Project through a separate
19 financing arrangement with a third-party financial institution (the “Financing Transaction”) which
20 will be paid from pledged Utility Cost Savings as authorized pursuant to the Act, and pursuant to
21 which the Pledged Utility Cost Savings are net revenues of the Project (the “Pledged Revenues”)
22 which constitute a special fund; and

23 **WHEREAS**, the Governing Body intends to approve the Agreement and authorize its
24 execution, delivery, and assignment of the Pledged Revenues, subject to the terms and provisions
25 of this Ordinance.

1 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**
2 **CITY OF SANTA FE, NEW MEXICO:**

3 **Section 1. Definitions.** The terms in this section are defined for all purposes of this
4 Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and
5 of any instrument or document appertaining hereto, except where the context by clear implication
6 herein otherwise requires, shall have the following meanings:

7 “Act” means the general laws of the State, including the home-rule charter of the City,
8 Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body
9 relating to the Agreement and the Financing Transaction, including this Ordinance.

10 “Authorized Officer” means the following officers of the City: Mayor, City Manager, City
11 Finance Director, or other officer of the City when designated by a certificate signed by the Mayor
12 of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

13 “Bond Counsel” means an attorney or firm of attorneys nationally recognized for expertise
14 in the area of municipal bonds and the exemption of interest on municipal bonds from federal
15 income taxation.

16 “City,” “Municipal,” or “Municipality” means the municipal corporation and body
17 corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

18 “Conservation Measures” mean, collectively or individually, as the context may require,
19 the energy savings equipment and improvements of which the Project is comprised.

20 “Contract Price” means \$3,187,337.78, including gross receipts taxes, which is the
21 maximum amount payable pursuant to the Agreement.

22 “Contractor” means Dalkia Energy Solutions, LLC, a Massachusetts limited liability
23 company.

24 “Costs of Issuance” means all costs relating to the execution and delivery of the Agreement
25 and the Financing Transaction, including, without limitation, costs of advertising and publication,

1 costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other
2 reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the
3 execution and delivery of the Agreement and the Financing Transaction.

4 “Financing Transaction” means the transaction to be entered into by and between the City
5 and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of,
6 interest on and other payments due in connection with the Financing Transaction shall be payable
7 solely from Pledged Revenues; provided, that the Financing Transaction may be in the form of a
8 lease-purchase agreement, a loan agreement or other form of debt obligation.

9 “Governing Body” means the members of the governing body designated as councilors
10 who, together with the mayor, are the governing body of the City.

11 “Lender” means the bank or other financial institution serving as the lender in connection
12 with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing
13 Transaction is a lease-purchase transaction.

14 “Ordinance” means this City Ordinance as amended or supplemented from time to time.

15 “Placement Agent” means D.A. Davidson & Co., Kansas City, Missouri.

16 “Placement Agent Agreement” means the professional services agreement by and between
17 the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

18 “Pledged Revenues” means amounts generated by Utility Cost Savings pursuant to the
19 Agreement, which constitute net revenues of the Project, which shall be deposited monthly to the
20 Pledged Revenue Fund as provided in Section 6 of this Ordinance.

21 “Pledged Revenue Fund” means the fund created pursuant to Section 6 of this Ordinance.

22 “Project” means the implementation of LED streetlight upgrades and associated routine
23 and non-routine maintenance for the purpose of achieving Utility Cost Savings: the following
24 energy savings measures:

- 25 (1) LED Streetlight conversion:

1 The Contractor will upgrade all City owned lights that are not currently LED to LED. The
2 estimated type and amount of lights to be converted will be confirmed by the Contractor in
3 the field through the course of installation.

4 (2) Routine Street light Maintenance:

5 The Contractor will perform routine maintenance of City-owned streetlights, including
6 regular maintenance, including bulbs, photocells, minor wiring & fuses, and cleaning, night
7 patrols.

8 Management of Computerized Maintenance Management System (“MUSE”).

9 The Contractor will manage lights-out hotline including coordination with PNM regarding
10 PNM owned street lights.

11 Provide emergency response 24 hours a day 7 days a week.

12 The Contractor will maintain accurate inventory of changes to City owned lighting system.

13 (3) Non-Routine Street light Maintenance and Installation:

14 The Contractor will provide on-call street light maintenance and construction services for
15 non-routine maintenance and installation of City Street Lights that are not otherwise
16 covered under Routine Street Light Maintenance. The Contractor will perform this work
17 upon written authorization to proceed,

18 “Related Documents” means, as applicable, the lease-purchase agreement, loan agreement,
19 promissory note, escrow agreement, account control agreement and any other document or
20 agreement containing an obligation of the City as may be required by the Lender or otherwise in
21 connection with the Agreement pursuant to the Financing Transaction.

22 “Utility Cost Savings” means the amounts saved by the City in the purchase of electricity
23 or water that are a direct result of the Conservation Measures.

24 **Section 2. Ratification of Prior Action.** All action heretofore taken (not
25 inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of

1 the City directed toward the Project, the Agreement and the Financing Transaction, including,
2 without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance
3 authorizing the execution and delivery of the Agreement, and the engagement of D.A Davidson as
4 Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified,
5 approved and confirmed, notwithstanding any inconsistent prior action.

6 **Section 3. Findings.** The Governing Body hereby finds:

7 A. The amount that the City would spend on the Project is not likely to exceed the
8 cumulative amount of Utility Cost Savings over the ten year term of the Agreement from the date
9 of installation of streetlight upgrades, including the financing of those costs pursuant to the
10 Financing Transaction, and excluding the cost of normal repair and replacement of components of
11 the streetlight upgrades; and

12 B. The streetlight upgrades, and the routine and non-routine maintenance thereof
13 pursuant to the Agreement which constitute the Project will generate Utility Cost Savings equal to
14 or greater than the costs of the Project, including the financing of those costs pursuant to the
15 Financing Transaction.

16 C. The Project is a revenue-producing project, the Conservation Measures are
17 reasonably related to and constitute a substantial part of the Project, and the Utility Cost Savings
18 constitute net revenues of the Project, each within the meaning of Section 3-31-1(F) NMSA 1978.

19 **Section 4. Authorization of the Project; Financing Transaction Condition.** The
20 Project is hereby authorized at a total cost not to exceed the Contract Price, excluding any such cost
21 defrayed or to be defrayed by any source other than proceeds of the Financing Transaction allocable
22 to the Contract Price; provided, that the Project and execution and delivery of the Agreement shall
23 be subject to the authorization and closing of the Financing Transaction.

24 **Section 5. Execution and Delivery of Agreement.** The Mayor or, in the absence of
25 the Mayor, the Mayor pro tempore, is authorized to execute and delivery the Agreement, which

1 shall be attested by the City Clerk or an assistant City Clerk, in substantially the form presented to
2 the Governing Body in its consideration of this Ordinance, with such modifications or revisions as
3 the Mayor, in consultation with the City’s municipal advisor and bond counsel, determines are
4 necessary or convenient to implement the Project, and the execution and delivery of the Agreement
5 by the Mayor, or in the absence of the Mayor, the Mayor pro tempore, shall be conclusive evidence
6 of the City’s approval thereof, as may be modified or revised.

7 **Section 6. Establishment and Administration of Pledged Revenue Fund;**
8 **Assignment as Security for Financing Transaction.** A special revenue fund is hereby
9 established, to be identified as the “City of Santa Fe/Dalkia Project Revenue Fund (the “Pledged
10 Revenue Fund”). In the first month following substantial completion of the installation of streetlight
11 upgrades as described in Section [redacted] of the Agreement, the City shall deposit Pledged Revenues to
12 the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for the payment
13 of debt service in connection with the Financing Transaction is hereby authorized, with such details
14 as shall be provided in the Financing Transaction documentation authorized by the Governing
15 Body.

16 **Section 7. Period of Project’s Usefulness.** It is hereby determined and recited that
17 the average useful life of the Project is not less than [redacted] years.

18 **Section 8. Authorization to Execute Related Documents and Delegated**
19 **Authority.**

20 A. Approval of Documents; Ratification. The form, terms, and provisions of the
21 Related Documents are in all respects approved, authorized, and confirmed, with such changes
22 therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary
23 or desirable.

24 B. Delegated Authority and Execution of Documents. The officers, agents, and
25 employees of the City are authorized, empowered and directed to take all action required by this

1 Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions
2 of this Ordinance, the Related Documents, and any other documents as may be necessary or
3 appropriate to carry out and comply with the provisions of this Ordinance.

4 **Section 9. Severability.** If any Section, paragraph, clause or provision of this
5 Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such
6 Section, paragraph, clause or provision shall not affect any of the remaining provisions of this
7 Ordinance.

8 **Section 10. Repealer Clause.** All ordinances or parts of ordinances inconsistent
9 herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be
10 construed to revive any ordinance or part of any ordinance heretofore repealed.

11 **Section 11. Effective Date, General Summary for Publication.** Upon due adoption
12 of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated
13 by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the
14 title and general summary of the subject matter contained in this Ordinance (set out below) shall
15 be published in a newspaper which maintains an office and is of general circulation in the City and
16 this Ordinance shall be in full force and effect after its publication in accordance with law.

17 Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of
18 the subject matter contained in this Ordinance shall be published in substantially the following
19 form:

20 (Form of Summary of Ordinance for Publication)

21 CITY OF SANTA FE, NEW MEXICO

22 NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter
23 contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa
24 Fe on February __, 2021. A complete copy of the ordinance is available for public inspection
25 during the normal and regular business hours of the City Clerk in the office of the City Clerk, City

1 Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2 The title of the ordinance is:

3 **AN ORDINANCE**

4 **APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND**
5 **BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE**
6 **“AGREEMENT”) FOR THE INSTALLATION OF STREETLIGHT UPGRADES,**
7 **SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING**
8 **TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT;**
9 **AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE**
10 **TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE**
11 **EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND**
12 **DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION**
13 **PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING**
14 **ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HERewith; AND RELATED**
15 **MATTERS.**

16 A general summary of the subject matter contained in such ordinance is set forth in the
17 title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE
18 CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO,
19 AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR
20 OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-
21 17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

22 WITNESS my hand and the seal of the City on February ___, 2021.

23 CITY OF SANTA FE

24
25 (SEAL)

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Yolanda Y. Vigil, City Clerk

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this ___ day of February, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: _____

Peter Franklin

After discussion, Councilor _____ moved for approval, with Councilor _____

seconding the motion. Bill No. 2021-___ passed upon the following roll call vote:

Those voting AYE:

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

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Councilor: _____

Councilor: _____

Councilor: _____

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-__ the motion was carried and Ordinance No. 2021-___ was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/25/2021

ISSUE NO. 8D

Consideration of Bill No. 2021-____: An Ordinance Accepting Investment Grade Audit Report and Approving Energy Savings Performance Contract with Yearout Energy Services, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Energy Savings Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera)(Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:
 Public Works and Utilities Committee – 01/25/21
 Governing Body (Request to Publish) – 01/27/21
 Finance Committee – 02/15/21
 Governing Body (Public Hearing) – 02/24/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/27/2021 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 | | |

1 AN ABSTRACT OF PROCEEDINGS

2 STATE OF NEW MEXICO)

3 COUNTY OF SANTA FE) ss.

4 CITY OF SANTA FE)

5 The Governing Body (the “Governing Body”) of the City of Santa Fe (the “City”) in the County
6 of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances
7 and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular
8 meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of
9 February, 2021.

10 Upon roll call the following were found to be present, constituting a quorum of the Governing
11 Body:

| | | | |
|----|----------|------------|-------|
| 12 | PRESENT: | Mayor: | _____ |
| 13 | | Councilor: | _____ |
| 14 | | Councilor: | _____ |
| 15 | | Councilor: | _____ |
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21 ABSENT:
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23 Thereupon the following proceedings, among others, were had and taken:

24 PUBLIC HEARINGS

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CONSIDERATION OF BILL NO. 2021-___

ADOPTION OF ORDINANCE NO. 2021-___

Approval of Investment Grade Audit and Professional Services Contract for Energy Performance Contracting with Yearout Energy Services Company, LLC (Guaranteed Energy Savings Agreement)

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CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-____

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY, LLC, SUBJECT TO GOVERNING BODY APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE ENERGY PERFORMANCE CONTRACT (THE “EPC”); REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HERewith; AND RELATED MATTERS.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the “City”) is a legally created,

1 established, organized and existing incorporated charter municipality with home-rule powers under
2 the constitution and laws of the State of New Mexico; and

3 **WHEREAS**, pursuant to Statewide Price Agreement 90-000-18-00017AH, the City
4 entered into Professional Services Agreement No. 19-0641 (“PSA 19-0641”) with Yearout Energy
5 Services Company, LLC, a New Mexico limited liability Company (the “Contractor”), effective as
6 of August 2, 2019 for the purpose of obtaining an investment grade audit of energy and water usage
7 for various buildings and facilities owned and operated by the City, and to determine the feasibility
8 of entering into a guaranteed utility savings contract for the purpose of installing and implementing
9 energy efficiency and water conserving measures at the City’s facilities; and

10 **WHEREAS**, pursuant to PSA 19-0641, if energy and water conserving measures are
11 determined to be feasible, and if the amount of savings to be realized through the implementation
12 of such measures is determined to be sufficient to cover all such costs, as determined by the City,
13 associated with an Energy Savings Performance Contracting project, the City and the Contractor
14 intend to negotiate a Guaranteed Utility Savings Contract under which the Contractor will design,
15 procure, install, implement, maintain and monitor such energy and water conserving measures;
16 provided, that the City, by entering into PSA 19-0641, was not committed to entering into a
17 Guaranteed Utility Savings Contract; and

18 **WHEREAS**, the Contractor has provided the Investment Grade Audit Report dated August
19 21, 2020 (the “IGA”), a copy of which has been presented to the City Council in connection with
20 its consideration of this Ordinance, and pursuant to which the Contractor recommended the
21 implementation of energy savings measures (including both electricity and natural gas) and water
22 conservation measures throughout City-owned facilities to achieve a 16.8 percent reduction in the
23 City’s annual utility costs over the useful life of the energy and water conserving measures, at a
24 total contract price of \$15,442,785 (the “Energy and Water Conservation Project” or “Project”);
25 and

1 **WHEREAS**, the Contractor has proposed that the City and the Contractor enter into a
2 Professional Services Agreement for Energy Performance Contracting (the “EPC”), a copy of
3 which has been presented to the City Council in connection with its consideration of this Ordinance,
4 and pursuant to which the Contractor will complete the Energy and Water Conservation Project at
5 a total cost not to exceed \$15,442,785, and will guarantee utility cost savings at a level sufficient
6 to pay the total cost of the Energy and Water Conservation Project; and

7 **WHEREAS**, the Energy and Water Conservation Project consists of the following
8 energy savings and water conservation measures:

- 9 1. Upgrading approximately 9,000 existing lighting fixtures to LED technology;
- 10 2. Install 2.750MW DC renewable energy systems which are sized for a target
11 offset of 80% of post-retrofit On-Peak consumption at select City facilities and
12 a 60% of post-retrofit On-Peak consumption at select Water Utilities and
13 Buckman Direct Diversion (BDD) sites;
- 14 3. Repair of underperforming existing solar PV carports at Genoveva Chavez
15 Community Center to recover lost production and available Renewable Energy
16 Credit (“REC”) payments;
- 17 4. Upgrade approximately 760 existing domestic water fixtures to reduce water
18 consumption;
- 19 5. Remediate approximately 200 square feet of existing air leakage in building
20 envelope;
- 21 6. Install 28 new high efficiency transformers;
- 22 7. Identify and correct billing errors to reduce utility costs;
- 23 8. Replace the roof at the Canyon Road Water Treatment Plant in order reduce energy
24 and operational costs and support the installation of rooftop solar PV; and

25 **WHEREAS**, pursuant to the Public Facility Energy Efficiency and Water Conservation

1 Act, Sections 6-23-1 through -10 NMSA 1978 (the “Act”), and specifically Section 6-23-5(B)(1)
2 NMSA 1978, the City Council has been advised that the EPC satisfies the requirements of the
3 Public Facility Energy Efficiency and Water Conservation Act (the “Act”); and

4 **WHEREAS**, pursuant to Section 6-23-5(B)(2) NMSA 1978, the Energy, Minerals and
5 Natural Resources Department of the State (“EMNRD”) certified to the City by letter dated
6 September 12, 2020 that the Contractor meets the experience requirements established by EMNRD
7 and is a qualified provider of energy efficiency measures, and that the energy savings measures
8 proposed in the IGA appear to have been accurately estimated and are reasonable; and

9 **WHEREAS**, pursuant to Section 6-23-5(B) (3) NMSA 1978, the Office of the State
10 Engineer (“OSE”) certified to the City by letter dated August 28, 2020 that the Contractor meets
11 the experience requirements established by OSE and is a qualified provider of water conservation
12 measures, and that the water conservation measures proposed in the IGA appear to have been
13 accurately estimated and are reasonable; and

14 **WHEREAS**, the City intends to finance the costs of the Energy and Water Conservation
15 Project through a separate financing arrangement with a third-party financial institution (the
16 “Financing Transaction”) which will be paid from pledged guaranteed utility cost savings as
17 authorized pursuant to the Act, and pursuant to which the pledged guaranteed utility cost savings
18 (the “Pledged Revenues”) constitute a special fund; and

19 **WHEREAS**, the City Council intends to approve the EPC and authorize its execution,
20 delivery, and assignment of the Pledged Revenues, subject to the terms and provisions of this
21 Ordinance.

22 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**
23 **CITY OF SANTA FE, NEW MEXICO:**

24 **Section 1. Definitions.** The terms in this section are defined for all purposes of this
25 Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and

1 of any instrument or document appertaining hereto, except where the context by clear implication
2 herein otherwise requires, shall have the following meanings:

3 “Act” means the general laws of the State, including Sections 6-23-1 through 6-23-10
4 NMSA 1978, as amended, and enactments of the Governing Body relating to the EPC and the
5 Financing Transaction, including this Ordinance.

6 “Authorized Officer” means the following officers of the City: Mayor, City Manager, City
7 Finance Director, or other officer of the City when designated by a certificate signed by the Mayor
8 of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

9 “Bond Counsel” means an attorney or firm of attorneys nationally recognized for expertise
10 in the area of municipal bonds and the exemption of interest on municipal bonds from federal
11 income taxation.

12 “City,” “Municipal,” or “Municipality” means the Municipal Corporation and body
13 corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

14 “Conservation Measures” mean, collectively or individually, as the context may require,
15 the energy savings and water conservation equipment and improvements of which the Energy and
16 Water Conservation Project is comprised.

17 “Conservation-Related Cost Savings” means cost savings, other than Utility Cost Savings,
18 in the operating budget of the City that are the direct result of the Conservation Measures.

19 “Contract Price” means \$15,442,785, the maximum amount payable pursuant to the EPC.

20 “Contractor” means Yearout Energy Services Company, LLC, a New Mexico limited
21 liability company.

22 “Costs of Issuance” means all costs relating to the execution and delivery of the EPC [and
23 the Financing Transaction], including, without limitation, costs of advertising and publication,
24 costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other
25 reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the

1 execution and delivery of the EPC [and the Financing Transaction].

2 “Energy and Water Conservation Project” or “Project” means the implementation of
3 energy savings (including both electricity and natural gas) and water conservation measures
4 throughout City-owned facilities, including the following energy savings and water conservation
5 measures:

- 6 1. Upgrading of approximately 9,000 existing lighting fixtures to LED technology;
- 7 2. Installation of 2.750MW DC renewable energy systems which are sized for a
8 target offset of 80% of post-retrofit On-Peak consumption at select City facilities
9 and a 60% of post-retrofit On-Peak consumption at select Water Utilities and
10 Buckman Direct Diversion (BDD) sites;
- 11 3. Repair of underperforming existing solar PV carports at Genoveva Chavez
12 Community Center to recover lost production and available Renewable Energy
13 Credit (“REC”) payments;
- 14 4. Upgrading of approximately 760 existing domestic water fixtures to reduce water
15 consumption;
- 16 5. Remediation of approximately 200 square feet of existing air leakage in building
17 envelope;
- 18 6. Installation of 28 new high efficiency transformers;
- 19 7. Identification and correction of billing errors to reduce utility costs;
- 20 8. Replacement of the roof at the Canyon Road Water Treatment Plant in order reduce
21 energy and operational costs and support the installation of rooftop solar PV; and
22 paying the Costs of Issuance allocable to the Energy and Water Conservation Project.

23 “EMNRD” means the Energy, Minerals and Natural Resources Department of the State.

24 “Energy Performance Contract” or “EPC” means the guaranteed utility savings contract by
25 and between the City and the Contractor, the form of which has been presented to the Governing

1 Body in connection with its consideration of this Ordinance.

2 “Financing Transaction” means the transaction to be entered into by and between the City
3 and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of,
4 interest on and other payments due in connection with the Financing Transaction shall be payable
5 solely from Pledged Revenues, which may be in the form of a lease-purchase agreement, a loan
6 agreement or other form of debt obligation.

7 “Governing Body” means the members of the governing body designated as councilors
8 who, together with the mayor, are the governing body of the City.

9 “IGA” means the Investment Grade Audit Report provided by the Contractor to the City
10 dated August 21, 2020 proposing the energy efficiency and water conservation measures which
11 comprise the Energy and Water Conservation Project.

12 “Lender” means the bank or other financial institution serving as the lender in connection
13 with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing
14 Transaction is a lease-purchase transaction.

15 “OSE” means the Office of the State Engineer.

16 “Ordinance” means this City Ordinance as amended or supplemented from time to time.

17 “Paying Agent” means the BOKF, NA, Albuquerque, New Mexico.

18 “Placement Agent” means D.A. Davidson & Co., Kansas City, Missouri.

19 “Placement Agent Agreement” means the professional services agreement by and between
20 the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

21 “Pledged Revenues” means amounts generated by Utility Cost Savings pursuant to the
22 EPC, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 6 of
23 this Ordinance.

24 “Pledged Revenue Fund” means the fund created pursuant to Section 6 of this Ordinance.

25 “Related Documents” means, as applicable, the lease-purchase agreement, loan agreement,

1 promissory note, escrow agreement, account control agreement and any other document or
2 agreement containing an obligation of the City as may be required by the Lender or otherwise in
3 connection with the EPC pursuant to the Financing Transaction.

4 “Utility Cost Savings” means the amounts saved by the City in the purchase of electricity
5 or water that are a direct result of the Conservation Measures.

6 **Section 2. Acceptance of IGA; Ratification of Prior Action.**

7 1. The IGA is hereby accepted and approved.
8 2. All action heretofore taken (not inconsistent with the express provisions
9 of this Ordinance) by the Governing Body and officers of the City directed toward the Energy and
10 Water Conservation Project, the IGA, the EPC and the Financing Transaction, including, without
11 limitation, the publication of a notice of public meeting and intent to adopt this Ordinance
12 authorizing the execution and delivery of the EPC, and the engagement of D.A. Davidson as
13 Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified,
14 approved and confirmed, notwithstanding any inconsistent prior action.

15 **Section 3. Findings.** The Governing Body makes the following findings and
16 determinations:

- 17 1. Pursuant to Section 6-23-3 of the Act, the amount that the City would spend
18 on the energy and water conservation measures proposed in the IGA is not likely to exceed the
19 cumulative amount of Utility Cost Savings and Conservation-Related Cost Savings of all
20 energy and water conservation measures proposed in the IGA over the twenty-five year term
21 of the EPC from the date of installation of the measures recommended in the IGA if those
22 recommendations are followed, including the financing of those costs pursuant to the Financing
23 Transaction, and excluding the cost of normal repair and replacement of components of the
24 energy and water conservation measures after the Conservation Measures are installed; and
25 2. The Contractor is a qualified provider who can provide a written guarantee

1 that the Utility Cost Savings and Conservation-Related Cost Savings will meet or exceed the
2 costs of the Conservation Measures.

3 3. Pursuant to Section 6-23-3(B) of the Act, the EPC includes a written guaranty
4 by the Contractor that the annual Utility Cost Savings and Conservation-Related Cost Savings will
5 meet or exceed the cost of the Conservation Measures; and

6 4. The Contractor will maintain a direct financial relationship with the City,
7 irrespective of the source of financing for the Conservation Measures.

8 5. Pursuant to Section 6-23-5(B) of the Act, The EPC complies with requirements
9 of the Act;

10 6. EMNRD has certified that the Contractor is a qualified provider which
11 meets the experience requirements established by EMNRD, and that the guaranteed energy saving
12 from the Conservation Measures appear to be accurately estimated and are reasonable; and

13 7. OSE has certified that the Contractor is a qualified provider which meets
14 the experience requirements established by OSE, and that the guaranteed water saving from the
15 Conservation Measures appear to be accurately estimated and are reasonable;
16 complies with the requirements of the Act.

17 **Section 4. Authorization of the Energy and Water Conservation Project;**
18 **Financing Transaction Condition.** The Energy and Water Conservation Project is hereby
19 authorized at a total cost not to exceed the Contract Price, excluding any such cost defrayed or to
20 be defrayed by any source other than proceeds of the Financing Transaction allocable to the
21 Contract Price; provided, that the Energy and Water Conservation Project and execution and
22 delivery of the EPC shall be subject to the authorization and closing of the Financing Transaction.

23 **Section 5. Execution and Delivery of EPC.** The Mayor or, in the absence of the
24 Mayor, the Mayor *pro tem*, is authorized to execute and delivery the EPC, which shall be attested
25 by the City Clerk or a deputy City Clerk, in substantially the form presented to the Governing Body

1 in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in
2 consultation with the City’s municipal advisor and Bond Counsel, determines are necessary or
3 convenient to implement the Energy and Water Conservation Project, and the execution and
4 delivery of the EPC by the Mayor, or in the absence of the Mayor, the Mayor *pro tem*, shall be
5 conclusive evidence of the City’s approval thereof, as may be modified or revised.

6 **Section 6. Establishment and Administration of Pledged Revenue Fund;**
7 **Assignment as Security for Financing Transaction.** A special revenue fund is hereby
8 established, to be identified as the “City of Santa Fe/Yearout EPC Pledged Energy and Water
9 Conservation Savings Revenue Fund (the “Pledged Revenue Fund”). In the first month following
10 Substantial Completion, as defined in Section 1(m) of the EPC, the City shall deposit Pledged
11 Revenues to the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for
12 the payment of debt service in connection with the Financing Transaction is hereby authorized,
13 with such details as shall be provided in the Financing Transaction documentation authorized by
14 the Governing Body.

15 **Section 7. Period of Energy and Water Conservation Project’s Usefulness.** It is
16 hereby determined and recited that the average useful life of the Energy and Water Conservation
17 Project is 31 years, as indicated in the IGA.

18 **Section 8. Authorization to Execute Related Documents and Delegated**
19 **Authority.**

20 1. Approval of Documents; Ratification. The form, terms and provisions of
21 the Related Documents are in all respects approved, authorized and confirmed, with such changes
22 therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary
23 or desirable.

24 2. Delegated Authority and Execution of Documents. The officers, agents
25 and employees of the City are authorized, empowered and directed to take all action required by

1 this Ordinance, and all such other action as may be necessary or appropriate to effectuate the
2 provisions of this Ordinance, the Related Documents and any other documents as may be necessary
3 or appropriate to carry out and comply with the provisions of this Ordinance.

4 **Section 9. Severability.** If any Section, paragraph, clause or provision of this
5 Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such
6 Section, paragraph, clause or provision shall not affect any of the remaining provisions of this
7 Ordinance.

8 **Section 10. Repealer Clause.** All ordinances or parts of ordinances inconsistent
9 herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be
10 construed to revive any ordinance or part of any ordinance heretofore repealed.

11 **Section 11. Effective Date, General Summary for Publication.** Upon due adoption
12 of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated
13 by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the
14 title and general summary of the subject matter contained in this Ordinance (set out below) shall
15 be published in a newspaper which maintains an office and is of general circulation in the City and
16 this Ordinance shall be in full force and effect after its publication in accordance with law.

17 Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of
18 the subject matter contained in this Ordinance shall be published in substantially the following
19 form:

20 (Form of Summary of Ordinance for Publication)

21 CITY OF SANTA FE, NEW MEXICO

22 NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter
23 contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa
24 Fe on February __, 2021. A complete copy of the ordinance is available for public inspection
25 during the normal and regular business hours of the City Clerk in the office of the City Clerk, City

1 Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2 The title of the ordinance is:

3 **AN ORDINANCE**

4 **ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING**
5 **THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN**
6 **THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY,**
7 **LLC, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE**
8 **FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC;**
9 **AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE**
10 **EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF**
11 **CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE**
12 **EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC;**
13 **REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH;**
14 **AND RELATED MATTERS.**

15 A general summary of the subject matter contained in such ordinance is set forth in the
16 title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE
17 CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO,
18 AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR
19 OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-
20 17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

21 WITNESS my hand and the seal of the City on February ___, 2021.

22 CITY OF SANTA FE

23
24 (SEAL)

25 _____
KRISTINE MIHELIC, CITY CLERK

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(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this ___ day of February, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: _____

Peter Franklin

After discussion, Councilor _____ moved for approval, with Councilor _____

seconding the motion. Bill No. 2021-___ passed upon the following roll call vote:

Those voting AYE:

- Councilor: _____
- Councilor: _____
- Councilor: _____
- Councilor: _____
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- Councilor: _____
- Councilor: _____

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Councilor: _____

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-__ the motion was carried and Ordinance No. 2021-__ was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/25/2021

ISSUE NO. 8E

Consideration of Bill No. 2021-____: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:
 Public Works and Utilities Committee – 01/25/21
 Governing Body (Request to Publish) – 01/27/21
 Finance Committee – 02/15/21
 Governing Body (Public Hearing) – 02/24/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/27/2021 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 | | |

11. DISCUSSION/ACTION ITEMS

d. Request to Publish Notice of Public Hearing on February 24, 2021.

Consideration of Bill No. 2021-____: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC.

(Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21

Governing Body (Request to Publish) – 01/27/21

Finance Committee – 02/15/21

Governing Body (Public Hearing) – 02/24/21

Name: Stefanie Beninato

Comment - 01/27/2021 10:42 AM: (No Vote)

What energy efficient systems will be installed? If it is up to Public Works to maintain then I think it is a mistake given the negligence in operating recreational facilities. There are solar panels already in place

What the city really needs to do is open the other recreational (wellness) centers (Ft Marcy and Salvador Perez) so there is more opportunity for our wellbeing. The city could also be lobbying the governor to allow one swimmer per lane at Chavez which has very wide short course lanes Just to share the utter negligence of the Public Works staff--yesterday the air temp in the pool area was 71 degrees--well below the 5 degree differential with the 83 degree water temp in the pool. Wheeler head of public works complained about the complexity of the system which has been in place for over 20 years (you would think that there would be institutional knowledge on how to operate it). One of her staff finally gave a date for the fix on the air temp heater at the pool--apparently it took several months for Public Works to get a purchase order approved to get the repair done. As a result the pool area now has serious rusting on its metal framed windows--due to the condensation from the too great air differential--tens of thousands of dollars to remediate the damage caused by the too little too late response of Public Works.

I agree that the city could have at least one more session in the evening (Chavez was open 5:30AM to 8:30 PM M-Th and open on Sundays. Why the Sunday cutback--who knows? Maybe ask the union. Meeting rec/wellness needs of its citizens apparently ranks way down there on the mayor's and city manager's list who have held up the opening of even Ft Marcy.

OH BTW when I asked about reopening one of those facilities I was told by Public Works staff that all the heaters in those two facilities were working. However it was the POOL heater that had not been properly installed or tested during the 2 plus years 2.5 million dollar renovation of Perez. How much negligence do we have to suffer from staff who seemingly will have a job no matter how negligent. Wheeler allowed THREE break ins at Perez during the renovation project before she decided to actually secure the bldg. This kind of negligence would only happen in city government.

1 AN ABSTRACT OF PROCEEDINGS

2 STATE OF NEW MEXICO)

3 COUNTY OF SANTA FE) ss.

4 CITY OF SANTA FE)

5 The Governing Body (the “Governing Body”) of the City of Santa Fe (the “City”) in the County
6 of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances
7 and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular
8 meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of
9 February, 2021.

10 Upon roll call the following were found to be present, constituting a quorum of the Governing
11 Body:

| | | | |
|----|----------|------------|-------|
| 12 | PRESENT: | Mayor: | _____ |
| 13 | | Councilor: | _____ |
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| 20 | | Councilor: | _____ |

21 ABSENT:
22 _____

23 Thereupon the following proceedings, among others, were had and taken:

24 PUBLIC HEARINGS

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CONSIDERATION OF BILL NO. 2021-___

ADOPTION OF ORDINANCE NO. 2021-___

Approval of Lease Purchase Agreement with Sterling National Bank, as Lessor

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CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-____

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE “CITY”) AND STERLING NATIONAL BANK (THE “LESSOR”), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO \$20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE

1 **EXECUTED AND DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2**
2 **NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL**
3 **ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE**
4 **TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND**
5 **DELIVERY OF THE LEASE-PURCHASE AGREEMENT.**

6 Capitalized terms used in the following preambles have the same meaning as set forth in
7 Section 1 of this Ordinance unless the context requires otherwise.

8 **WHEREAS**, the City of Santa Fe, New Mexico (the “City”) is a legally created,
9 established, organized and existing incorporated charter municipality with home-rule powers under
10 the constitution and laws of the State of New Mexico; and

11 **WHEREAS**, the City has authorized the execution and delivery of (1) an Energy Savings
12 Performance Contract with Yearout Energy Services Company, LLC, a New Mexico limited
13 liability company (the “Yearout Agreement”) for the installation, implementation, monitoring and
14 maintenance of energy savings measures and water conservation measures throughout City owned
15 facilities (the “Yearout Project Component”); and (2) an Energy Performance Contract Procured
16 Under Global Management Performance Contract by and between the City and Dalkia Energy
17 Solutions, LLC, a Massachusetts limited liability company (“the Dalkia Agreement”) for the
18 installation, implementation and maintenance of street light LED upgrades to street light
19 improvements owned and operated by the City (the “Dalkia Project Component”); and

20 **WHEREAS**, the execution and delivery of the Yearout Agreement and the Dalkia
21 Agreement (collectively, the “Energy Savings Agreements”) is subject to the condition that a
22 financing transaction be authorized and completed to finance the aggregate contract prices of the
23 Energy Savings Agreements and the Costs of Issuance; and

24 **WHEREAS**, the Governing Body has determined and hereby determines that the Yearout
25 Project Component and the Dalkia Project Component (each a “Project Component” and

1 collectively, the “Energy Savings Project”) may be financed by and completed by entering into the
2 Lease-Purchase Agreement, a copy of which has been presented to the City Council in connection
3 with its consideration of this Ordinance, and that it is in the best interest of the City and its residents
4 that the Lease-Purchase Agreement be executed and delivered, and that the financing occur by
5 executing and delivering the Lease-Purchase Agreement; and

6 **WHEREAS**, the energy cost savings and water conservation-related cost savings derived
7 from each Project Component exceed the cost of implementing that Project Component, and
8 collectively, the aggregate cost of the Energy Savings Project, and constitute the net revenues of
9 the Energy Savings Project; and

10 **WHEREAS**, the Energy Savings Project is a “revenue producing project” within the
11 meaning of the Act; and

12 **WHEREAS**, the City may pledge the energy cost savings and water conservation-related
13 cost savings derived from the Energy Savings Project (the “Pledged Revenues”), which constitute
14 a special fund; and

15 **WHEREAS**, the City may lawfully pledge the Pledged Revenues for the payment of
16 amounts due pursuant to the Lease-Purchase Agreement; and

17 **WHEREAS**, the Pledged Revenues have not heretofore been pledged to secure the
18 payment of any obligation which is currently outstanding; and

19 **WHEREAS**, the Lease-Purchase Agreement shall be a special, limited obligation of the
20 City, payable solely from the Pledged Revenues and shall not constitute a general obligation of the
21 City, or a debt or pledge of the full faith and credit of the City or the State; and

22 **WHEREAS**, the Lease-Purchase Agreement shall be executed and delivered pursuant to
23 the Act, with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged
24 Revenues; and

25 **WHEREAS**, the Governing Body intends by this Ordinance to authorize the execution and

1 delivery of the Lease-Purchase Agreement for the purposes set forth therein; and

2 **WHEREAS**, the Governing Body expects to receive an offer from the Lessor to enter into
3 the Lease-Purchase Agreement, as approved pursuant to the terms of the Pricing Certificate; and

4 **WHEREAS**, the Governing Body hereby determines that the Energy Savings Project to
5 be financed with the Lease-Purchase Agreement is to be used for governmental purposes of the
6 City and will not be used for purposes which would cause the Lease-Purchase Agreement to be
7 deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended;
8 and

9 **WHEREAS**, all required authorizations, consents and approvals in connection with (i) the
10 use and pledge of the Pledged Revenues to the Lessor (or its assigns) for the payment of amounts
11 due under the Lease-Purchase Agreement, (ii) the financing of the Energy Savings Project pursuant
12 to the Lease-Purchase Agreement and the Energy Savings Agreements, and (iii) the authorization,
13 execution and delivery of the Lease-Purchase Agreement, the Energy Savings Agreements, and the
14 Escrow Agreement (if determined in the Pricing Certificate to be necessary), which are required
15 to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected
16 to be obtained.

17 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**
18 **CITY OF SANTA FE, NEW MEXICO:**

19 **Section 1. Definitions.** The terms in this section are defined for all purposes of this
20 Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and
21 of any instrument or document appertaining hereto, except where the context by clear implication
22 herein otherwise requires, shall have the following meanings:

23 “Act” means the general laws of the State, including the home-rule charter of the City,
24 Sections 3-1-2 and 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the
25 Governing Body relating to the Lease-Purchase Agreement, including this Ordinance.

1 “Authorized Officer” means the following officers of the City: Mayor, City Manager, City
2 Finance Director, or other officer of the City when designated by a certificate signed by the Mayor
3 of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

4 “Bond Counsel” means an attorney or firm of attorneys nationally recognized for expertise
5 in the area of municipal bonds and the exemption of interest on municipal bonds from federal
6 income taxation.

7 “City,” “Municipal,” or “Municipality” means the municipal corporation and body
8 corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

9 “Closing Date” means the date of execution, delivery and funding of the Lease-Purchase
10 Agreement.

11 “Code” means the Internal Revenue Code of 1986, as amended, and the applicable
12 regulations thereunder.

13 “Conservation Measures” mean, collectively or individually, as the context may require,
14 the energy savings equipment and improvements of which the Energy Savings Project is comprised.

15 “Costs of Issuance” means all costs relating to the execution and delivery of the of the
16 Lease-Purchase Agreement and the Energy Savings Agreements, including, without limitation,
17 costs of advertising and publication, costs of fees and expenses of the City’s municipal advisor,
18 Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including
19 applicable gross receipts taxes, related to the execution and delivery of the Lease-Purchase
20 Agreement and the Energy Savings Agreements.

21 “Dalkia Agreement” means the Energy Performance Contract Procured Under Global
22 Management Performance Contract by and between the City and Dalkia Energy Solutions, a
23 Massachusetts limited liability company, for implementation of the Dalkia Project Component.

24 “Dalkia Project Component” means the installation, implementation, monitoring, and
25 maintenance of upgrades to street light improvements leased to, and operated by, the City by Public

1 Service Company of New Mexico.

2 “Energy Savings Agreements” means, collectively, the Yearout Agreement and the Dalkia
3 Agreement.

4 “Energy Savings Project” means, collectively, the Yearout Project Component and the
5 Dalkia Project Component.

6 “Escrow Agreement” means, if required by the Lessor, the escrow agreement relating to
7 the Energy Savings Project among the City, the Lessor and the Escrow Agent, into which the
8 proceeds received by the City pursuant to the Lease-Purchase Agreement shall be deposited for
9 payment of Energy Savings Project costs.

10 “Escrow Fund” means, if required by the Lessor, the “City of Santa Fe, New Mexico
11 2021 Lease-Purchase Agreement Escrow Fund” created by Section 8 hereof.

12 “Governing Body” means the members of the governing body designated as councilors
13 who, together with the mayor, are the governing body of the City.

14 “Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the
15 entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which
16 such word is used.

17 “Lease-Purchase Agreement” means the Lease-Purchase Agreement dated the Closing
18 Date between the Lessor and the City which provides for the financing of the Energy Savings
19 Project and requires payments by or on behalf of the City to the Lessor, and any amendments or
20 supplements thereto, and including the exhibits attached to the Lease-Purchase Agreement.

21 “Lease-Purchase Transaction” means the financing of the Energy Savings Project through
22 the execution and delivery of the Lease-Purchase Agreement and the Related Documents.

23 “Lessor” means Sterling National Bank in connection with the Lease-Purchase Agreement.

24 “NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended
25 and supplemented.

1 “Ordinance” means this City Ordinance as amended or supplemented from time to time.

2 “Paying Agent” means BOKF, NA, Albuquerque, New Mexico.

3 “Placement Agent” means D.A. Davidson & Co., Kansas City, Missouri.

4 “Placement Agent Agreement” means the professional services agreement by and between
5 the City and the Placement Agent for the placement of the Financing Transaction with the Lessor.

6 “Pledged Energy Cost Savings Revenues” or “Pledged Revenues” means amounts
7 generated by Utility Cost Savings pursuant to the Energy Savings Agreements, which constitute
8 net revenues of the Energy Savings Project, which shall be deposited monthly to the Pledged
9 Revenue Fund as provided in Section 8 of this Ordinance.

10 “Pledged Energy Cost Savings Revenue Fund” or “Pledged Revenue Fund” means the fund
11 created pursuant to Section 8 of this Ordinance.

12 “Pricing Certificate” means the certificate executed and delivered by the any of the Mayor,
13 City Manager or Finance Director of the City subsequent to the date of this Ordinance which shall
14 specify the exact principal amount of the Lease-Purchase Agreement, the rental payment dates, the
15 amounts payable on each rental payment date, the interest rate, and the prepayment features
16 applicable to the Lease-Purchase Agreement and which shall approve the final forms of the Lease-
17 Purchase Agreement, the Escrow Agreement (if applicable), Energy Savings Agreements, and
18 other documents and which may contain such other terms and provisions as set forth in the Pricing
19 Certificate; provided that in no event shall the Pricing Certificate specify a principal amount of the
20 Lease-Purchase Agreement in excess of \$20,000,000 or a net effective interest rate on the Lease-
21 Purchase Agreement in excess of the statutory maximum of twelve percent (12%) per annum.

22 “Project Component” or “Project Components” means, as the context requires, each or all
23 of the Yearout Project Component and the Dalkia Project Component.

24 “Related Documents” means, as applicable, the Escrow Agreement, account control
25 agreement, closing documents, including, without limitation, a tax compliance certificate, and any

1 other document or agreement containing a representation, certification or obligation of the City as
2 may be required by the Lessor or otherwise in connection with the Lease-Purchase Agreement
3 pursuant to the Lease-Purchase Financing.

4 “Rental Payment Fund” means the “City of Santa Fe, New Mexico 2021 Lease-Purchase
5 Agreement Rental Payment Fund” created by Section 8 hereof.

6 “State” means the State of New Mexico.

7 “Utility Cost Savings” means the amounts saved by the City in the purchase of electricity
8 or water that are a direct result of the Conservation Measures.

9 “Yearout Agreement” means the Energy Savings Performance Contract with Yearout
10 Energy Services Company, LLC for implementation of the Yearout Project Component.

11 “Yearout Project Component” means the installation, implementation, monitoring and
12 maintenance of energy savings measures and water conservation measures throughout City owned
13 facilities.

14 **Section 2. Ratification of Prior Action.** All action heretofore taken (not
15 inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of
16 the City directed toward the Energy Savings Agreements, the Energy Savings Project, the Lease-
17 Purchase Agreement, including, without limitation, the publication of a notice of public meeting
18 and intent to adopt this Ordinance authorizing the execution and delivery of the Lease-Purchase
19 Agreement, and the engagement of D.A Davidson as Placement Agent pursuant to the Placement
20 Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any
21 inconsistent prior action.

22 **Section 3. Authorization of the Lease-Purchase Transaction.** The Energy Savings
23 Project and the financing of the Energy Savings Project through the Lease-Purchase Transaction
24 are hereby approved, the final terms of which shall be as provided in the Pricing Certificate. The
25 Lease-Purchase Agreement, in substantially the form presented to the Governing Body in

1 connection with this Ordinance, is hereby approved. The Mayor, or in the Mayor's absence, the
2 Mayor *Pro Tem*, is hereby authorized to execute and deliver the Lease-Purchase Agreement, as
3 modified by the Pricing Certificate. The Lease-Purchase Agreement shall be attested by the City
4 Clerk or Deputy Clerk.

5 **Section 4. Findings; Parameters for Lease-Purchase Transaction.** The Governing
6 Body hereby declares that it has considered all relevant information and data and hereby makes the
7 following findings:

8 A. The Energy Savings Project is needed to meet the needs of the City and its
9 residents and the execution and delivery of the Lease-Purchase Agreement and the Escrow
10 Agreement (if determined to be required for the Lease-Purchase Transaction as set forth in the
11 Pricing Certificate) is necessary and advisable.

12 B. Moneys available and on hand for the Energy Savings Project from all
13 sources other than the Lease-Purchase Agreement are not sufficient to defray the cost of the Energy
14 Savings Project.

15 C. The Pledged Revenues may lawfully be pledged to secure the payment of
16 amounts due under the Lease-Purchase Agreement.

17 D. It is economically feasible to defray, in whole or in part, the costs of the
18 Energy Savings Project by the execution and delivery of the Lease-Purchase Agreement.

19 E. The Energy Savings Project and the execution and delivery of the Lease-
20 Purchase Agreement pursuant to the Act to provide funds for the financing of the Energy Savings
21 Project are necessary and in the interest of the public health, safety, and welfare of the residents of
22 the City and will result in energy and water conservation savings and other economies for the City.

23 F. The Energy Savings Project is a revenue-producing project within the
24 meaning of the Act. Implementation of the Energy Savings Project pursuant to the Energy Savings
25 Agreements will generate utility cost savings equal to or greater than the costs of the Energy

1 Savings Project, including the financing of those costs pursuant to the Lease-Purchase Transaction,
2 and constitute net revenues of the Energy Savings Project within the meaning of the Act. The
3 Conservation Measures are reasonably related to and constitute a substantial part of the Energy
4 Savings Project.

5 G. The average economic life of the Project Components comprising the
6 Energy Savings Project will be at least 20 years.

7 H. The Lease-Purchase Agreement shall be within the following parameters:

8 (i) the net effective interest rate on the Lease-Purchase Agreement
9 shall not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State
10 law.

11 (ii) The maximum term of the Lease-Purchase Agreement shall not
12 exceed 25 years.

13 (iii) The maximum principal amount of the Lease-Purchase
14 Agreement shall not exceed \$20,000,000.

15 **Section 5. Authorization of the Lease-Purchase Transaction.**

16 A. Authorization. This Ordinance has been adopted by the affirmative vote
17 of a three-fourths (3/4) majority of all of the members of the Governing Body. For the purpose of
18 protecting the public health, conserving the property, protecting the general welfare and prosperity
19 of the residents of the City and completing the Energy Savings Project, it is hereby declared
20 necessary that the City, pursuant to the Act, execute and deliver the Lease-Purchase Agreement,
21 evidencing a special, limited obligation of the City to pay an amount of up to \$20,000,000, plus
22 interest, and the execution and delivery of the Lease-Purchase Agreement is hereby authorized.
23 The City shall use the proceeds of the Lease-Purchase Agreement to finance the Energy Savings
24 Project and pay Costs of Issuance.

25 B. Detail. The Lease-Purchase Agreement shall be in form consistent with

1 this Ordinance, as supplemented by the Pricing Certificate. The Lease-Purchase Agreement shall
2 be in an aggregate principal amount of up to \$20,000,000, shall be payable in installments or rent
3 and interest due on the dates set forth in the Pricing Certificate.

4 **Section 6. Approval of the Lease-Purchase Agreement; Execution and Delivery.**

5 The Mayor or, in the absence of the Mayor, the Mayor *pro tem*, is authorized to execute and delivery
6 the Lease-Purchase Agreement, which shall be attested by the City Clerk or a deputy City Clerk,
7 in substantially the form presented to the Governing Body in its consideration of this Ordinance,
8 with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor
9 and Bond Counsel, determines are necessary or convenient to implement the Energy Savings
10 Project, and the execution and delivery of the Lease-Purchase Agreement by the Mayor, or in the
11 absence of the Mayor, the Mayor *pro tem*, shall be conclusive evidence of the City's approval
12 thereof, as may be modified or revised.

13 **Section 7. Special Limited Obligations.** The Lease-Purchase Agreement and the

14 Energy Savings Agreements shall be secured by the pledge of the Pledged Energy Cost Savings
15 Revenues as set forth in the Lease-Purchase Agreement and the Energy Savings Agreements,
16 respectively, and shall be payable solely from the Pledged Energy Cost Savings Revenues. The
17 Lease-Purchase Agreement, together with interest thereon and other obligations of the City
18 thereunder, and the Energy Savings Agreements, shall be special, limited obligations of the City,
19 payable solely from the Pledged Energy Cost Savings Revenues as provided in this Ordinance, the
20 Lease-Purchase Agreement and the Energy Savings Agreements and shall not constitute a general
21 obligation of the City or the State, and the holders of the Lease-Purchase Agreement or the Energy
22 Savings Agreements may not look to any general or other fund of the City for payment of the
23 obligations thereunder. Nothing contained in this Ordinance or in the Lease-Purchase Agreement,
24 the Energy Savings Agreements, or any other instruments, shall be construed as obligating the City
25 (except with respect to the application of the Pledged Energy Cost Savings Revenues), as incurring

1 a pecuniary liability or a charge upon the general credit of the City or against its taxing power, nor
2 shall a breach of any agreement contained in this Ordinance, the Lease-Purchase Agreement, the
3 Energy Savings Agreements or any other instrument impose any pecuniary liability upon the City
4 or any charge upon its general credit or against its taxing power. The Lease-Purchase Agreement
5 and the Energy Savings Agreements shall never constitute an indebtedness of the City within the
6 meaning of any State constitutional provision or statutory limitation and shall never constitute or
7 give rise to a pecuniary liability of the City or a charge against its general credit or taxing power.
8 Nothing herein shall prevent the City from applying other funds of the City legally available
9 therefor to payments required by the Lease-Purchase Agreement or the Energy Savings
10 Agreements, in its sole and absolute discretion.

11 **Section 8. Creation of Funds and Accounts; Disposition of Proceeds:**
12 **Completion of the Energy Savings Project.**

13 A. Rental Payment Fund, Escrow Fund and Pledged Revenue Fund. The City
14 hereby consents to creation of: (i) the special fund known as the Rental Payment Fund to be held
15 and maintained by the City, (ii) if applicable, the Escrow Fund to be held and maintained by the
16 Escrow Agent pursuant to the Escrow Agreement and (iii) the Pledged Revenue Fund to be held
17 and maintained by the City, each in connection with the Lease-Purchase Agreement.

18 B. Disposition of Proceeds of Lease-Purchase Agreement. The proceeds
19 derived from the execution and delivery of the Lease-Purchase Agreement shall be deposited
20 promptly upon the receipt thereof in the Escrow Fund, as provided in the Escrow Agreement.

21 C. Completion of Energy Savings Project. The City will cause the
22 installation of the Project Components with all due diligence, and in any event within three years
23 after the date of execution and delivery of the Lease-Purchase Agreement.

24 **Section 9. Deposit of Pledged Energy Cost Savings Revenues and Flow of Funds.**

25 A. Pledged Revenue Fund. So long as payments are due under the Lease-

1 Purchase Agreement, the City shall credit all Pledged Energy Cost Savings Revenues to the Pledged
2 Revenue Fund. As a first charge on the Revenue Fund, amounts due under the Lease-Purchase
3 Agreement shall be withdrawn from the Pledged Revenue Fund and shall be credited to the Rental
4 Payment Fund on the dates and in the amounts set forth in the Lease-Purchase Agreement.

5 B. Credit. In making the deposits required to be made into the Rental
6 Payment Fund, if there are any amounts then on deposit in the rental Payment Fund available for
7 the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to
8 paragraph (A) above shall be reduced by the amount available in such fund for such purpose.

9 C. Transfer of Money out of Rental Payment Fund. Each payment due on the
10 Lease-Purchase Agreement shall be transferred from the Rental Payment Fund to the Lessor on the
11 due date of such payment.

12 D. Termination Upon Deposits to Maturity. No payment shall be made into
13 the Rental Payment Fund if the moneys in such fund totals a sum at least equal to the entire
14 aggregate amount due on the Lease-Purchase Agreement, in which case moneys in said fund in an
15 amount at least equal to such payment requirements shall be used solely to pay such obligations as
16 the same become due, and any moneys in excess thereof in said funds and any other moneys derived
17 from the Pledged Energy Cost Savings Revenues may be used in any lawful manner determined by
18 the City.

19 E. Defraying Delinquencies in the Rental Payment Fund. If, on any payment
20 date, the amount on deposit in the Rental Payment Fund is insufficient to make the payments due
21 on the Lease-Purchase Agreement, then an amount shall be paid into the Rental Payment Fund
22 from the first Pledged Energy Cost Savings Revenues thereafter received that are not required to
23 be deposited in the Rental Payment Fund as set forth in Paragraph C of this Section.

24 F. Payment from Other Sources. Notwithstanding any other provisions of
25 this Ordinance, the City may, in its sole discretion, choose to apply other legally available funds to

1 the payment of the Lease-Purchase Agreement.

2 G. Surplus Revenues. After making all the payments hereinabove required
3 to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other
4 lawful purpose, as the City may from time to time determine.

5 **Section 10. Lien on Pledged Energy Cost Savings Revenues.** Pursuant to this
6 Ordinance and the Lease-Purchase Agreement, the Pledged Energy Cost Savings Revenues are
7 hereby authorized to be pledged to, and are hereby pledged, and the City grants a security interest
8 therein for, the payment of the rent, interest, and any other amounts due under the Lease-Purchase
9 Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance.
10 The Lease-Purchase Agreement constitutes an irrevocable and first lien on the Pledged Energy Cost
11 Savings Revenues.

12 **Section 11. Authorized Officers.** Authorized Officers are hereby individually
13 authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits
14 and other documents and to do and cause to be done any and all acts and things necessary or proper
15 for carrying out this Ordinance, the Lease-Purchase Agreement and the Related Documents, and
16 all other transactions contemplated hereby and thereby. Authorized Officers are hereby
17 individually authorized to do all acts and things required of them by this Ordinance, the Lease-
18 Purchase Agreement and the Related Documents for the full, punctual and complete performance
19 of all the terms, covenants and agreements contained in this Ordinance, the Lease-Purchase
20 Agreement and the Related Documents, the execution and delivery of closing documents in
21 connection with the execution and delivery of the Lease-Purchase Agreement, the Escrow
22 Agreement (if applicable), and the publication of the summary of this Ordinance set out in Section
23 18 of this Ordinance (with such changes, additions and deletions as may be necessary).

24 **Section 12. Amendment of Ordinance.** Prior to the Closing Date, the provisions of
25 this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body

1 with respect to any changes which are not inconsistent with the substantive provisions of this
2 Ordinance. Following the Closing Date, this Ordinance may be amended by ordinance of
3 Governing Body without receipt by the City of any additional consideration, but only with the prior
4 written consent of the Lessor.

5 **Section 13. Ordinance Irrepealable.** After the Lease-Purchase Agreement has been
6 executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due
7 under the Lease-Purchase Agreement shall be fully paid, canceled and discharged, as provided
8 therein.

9 **Section 14. Severability Clause.** If any section, paragraph, clause or provision of this
10 Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or
11 unenforceability of such section, paragraph, clause or provision shall not affect any of the
12 remaining provisions of this Ordinance.

13 **Section 15. Repealer Clause.** All bylaws, orders, resolutions and ordinances, or parts
14 thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This
15 repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof,
16 heretofore repealed.

17 **Section 16. Effective Date, General Summary for Publication.** Upon due adoption
18 of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated
19 by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the
20 title and general summary of the subject matter contained in this Ordinance (set out below) shall
21 be published in a newspaper which maintains an office and is of general circulation in the City and
22 this Ordinance shall be in full force and effect after its publication in accordance with law.

23 Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of
24 the subject matter contained in this Ordinance shall be published in substantially the following
25 form:

1 (Form of Summary of Ordinance for Publication)

2 CITY OF SANTA FE, NEW MEXICO

3 NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter
4 contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa
5 Fe on February __, 2021. A complete copy of the ordinance is available for public inspection
6 during the normal and regular business hours of the City Clerk in the office of the City Clerk, City
7 Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

8 The title of the ordinance is:

9 AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE
10 AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE
11 “CITY”) AND STERLING NATIONAL BANK (THE “LESSOR”), EVIDENCING A
12 SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO
13 \$20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF
14 ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES
15 THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF
16 THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY
17 FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND
18 PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY
19 PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT
20 ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT
21 PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA
22 ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE
23 LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING
24 CERTIFICATE TO BE EXECUTED AND DELIVERED AS AUTHORIZED
25 PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS

1 HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS
2 ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN
3 CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-
4 PURCHASE AGREEMENT.

5 A general summary of the subject matter contained in such ordinance is set forth in the
6 title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE
7 CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO,
8 AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR
9 OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-
10 17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

11 WITNESS my hand and the seal of the City on February ___, 2021.

12 CITY OF SANTA FE

13

14 (SEAL)

15 Yolanda Y. Vigil, City Clerk

16 (End of Form of Ordinance for Publication)

17 PASSED, APPROVED, and ADOPTED this ___ day of February, 2021.

18 GOVERNING BODY OF THE CITY OF SANTA FE

19

20 (SEAL)

21 ALAN WEBBER, MAYOR

22 ATTEST:

23

24 _____

25 KRISTINE MIHELIC, CITY CLERK

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

2 Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

3

4 By: _____

5 Peter Franklin

6 After discussion, Councilor _____ moved for approval, with Councilor _____

7 seconding the motion. Bill No. 2021-__ passed upon the following roll call vote:

8 Those voting AYE:

9 Councilor: _____

10 Councilor: _____

11 Councilor: _____

12 Councilor: _____

13 Councilor: _____

14 Councilor: _____

15 Councilor: _____

16 Councilor: _____

17 Those voting NAY: _____

18 Those not present: _____

19 The presiding officer thereupon declared that at least three-fourths of all the members of

20 the Governing Body having voted in favor of adoption of Bill No. 2021-__ the motion was

21 carried and Ordinance No. 2021-__ was duly passed and adopted.

22 After consideration by the Governing Body of other business the meeting was duly

23 adjourned.

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GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

Written Report to Governing Body

Time Period Covered: 01/6/21 to 1/22/21

1. POLICE DEPARTMENT

A. Average Dispatch time (from call to officer dispatched)

- COVID Info 21 minutes
- COVID Mask 34 minutes

B. Average Response time (Dispatch Officer to Arrival at location)

- COVID Info 5 minutes
- COVID Mask 40 minutes

C. 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.

D. Repeat Calls (Since 12/16/20):

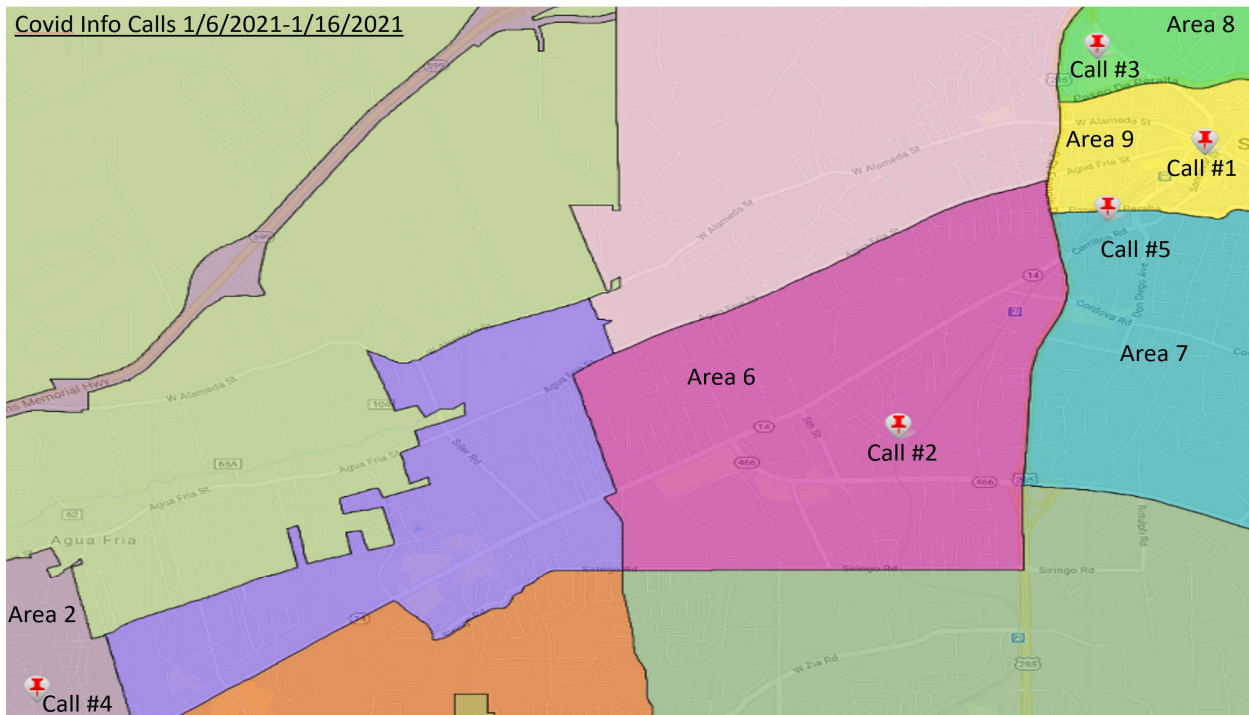
- 301 W De Vargas (Department of Labor Park area) 3 Calls

- 1221 Flagman Flagman Way (Gym) 2 Calls
 - Both calls, business was determined to be in compliance.

- 66 E San Francisco St (Plaza Galeria) 2 Calls
 - No information provided in either call

- 3695 Cerrillos Rd (Green Tree Inn) 2 Calls

E. Covid Info Calls 1/6/2021-01/20/2021



- 1) 1/13/2021 @ 2:40pm- COVID INFO 301 W. De Vargas St (Department of Labor)
 - i. Unknown report (no information in call) may be related to COVID Mask call on same date
 - ii. Per Officer no report required
 - iii. Time Received 2:40pm
 - iv. Dispatched 2:40pm
 - v. Arrived 2:40pm

- 2) 1/15/2021 @ 2:02pm- COVID INFO 1808 Second St. (Martial Arts Institute)
 - i. Report of instructor at location not wearing a mask/students not wearing mask
 - ii. Per Officer no contact/no report
 - iii. Time Received 2:02pm
 - iv. Dispatched 2:50pm
 - v. Arrived 2:51pm

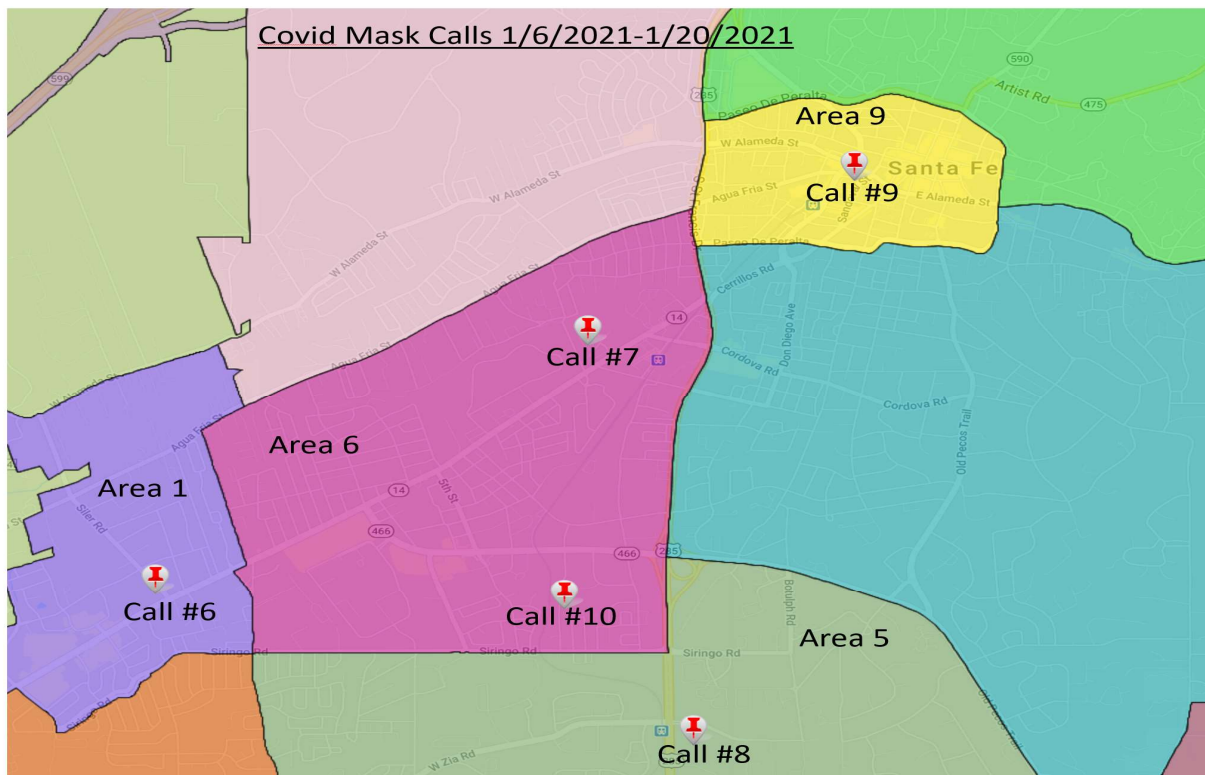
- 3) 1/15/2021 @ 2:40pm- COVID INFO 600 N. Guadalupe St. (Market Street)
 - i. Report that employees don't wear masks/not counting occupants/not cleaning carts
 - ii. Per Officer Store is in compliance and all wearing masks
 - iii. Time Received 4:10pm
 - iv. Dispatched 4:17pm
 - v. Arrived 4:22pm

- 4) 1/17/2021 @ 4:54pm- COVID INFO 1299 Zepol Rd. (Sierra Vista Mobile Home Park)
 - i. Report of 20 people near office with no masks
 - ii. Per Officer advised to put on masks and they said ok
 - iii. Time Received 4:54pm

- iv. Dispatched 5:13pm
- v. Arrived 5:17pm

- 5) 1/17/2021 @ 5:18pm- COVID INFO 701 Callejon (Santa Fe Railyard Park)
 - i. Report of someone using one of the bbq pits in the park
 - ii. Per Officer no contact/no report
 - iii. Time Received 5:18pm
 - iv. Dispatched 5:27pm
 - v. Arrived 5:35pm

F. Covid Mask Calls 1/6/2021-01/20/2021



- 1) 1/7/21 @ 8:28am- COVID Mask 2907 Cerrillos Rd (CVS)
 - i. Reports of a woman inside of the business without a mask refusing to leave.
 - ii. Per Officer Area was checked and woman was not located
 - iii. Time Received 8:28am
 - iv. Dispatched 8:31am
 - v. Arrived 8:43am

- 2) 1/11/21 @ 3:29pm- COVID Mask 1221 Flagman Way
 - i. Report of gym users not wearing masks
 - ii. Per Officer Staff and gym users wearing masks. No violations observed.
 - iii. Time Received 3:29pm
 - iv. Dispatched 4:26pm

- v. Arrived 6:14pm due to being canceled for other call
- 3) 1/11/21 @ 4:34pm- COVID Mask 3005 S. St. Francis Dr-D3 (Double Dragon)
 - i. Report of the cooks not wearing masks
 - ii. Per Officer no contact no report required
 - iii. Time Received 4:34pm
 - iv. Dispatched 5:55pm
 - v. Arrived 5:55pm
 - 4) 1/13/21 @ 2:30pm- COVID Mask 301 W. De Vargas St (Department of Labor)
 - i. Report of multiple people outside of location not wearing masks
 - ii. Per Officer no report required
 - iii. Time Received 2:30pm
 - iv. Dispatched 2:47pm
 - v. Arrived 2:47pm
 - 5) 1/16/21 @ 3:40pm- COVID Mask 2061 Calle Lorca (Calle Lorca Park)
 - i. Report of 20 people playing basketball at the park/no one wearing masks
 - ii. Per Officer no contact/no report
 - iii. Time Received 3:40pm
 - iv. Dispatched 3:54pm
 - v. Arrived 4:18pm

2. FIRE DEPARTMENT

A. Number of calls related to COVID-19:

- 61 incidents known or suspected to be COVID-19 related.
- The SFFD COVID-19 dedicated ambulance responded to **24** of the **61** calls, and **18** of the calls were confirmed as COVID-19 positive.

B. Number of transfers to and from the Santa Fe Regional Airport to area hospitals:

- 10 Transfers; 8 of these COVID -19 Related

C. Transfers to Santa Fe originated from:

| City | State | Zip |
|----------|-------|-------|
| TOHATCHI | NM | 87325 |
| GALLUP | NM | 87301 |
| RATON | NM | 87740 |
| WINDOW | | |
| ROCK | NM | 86515 |
| SHIPROCK | NM | 87420 |
| LAKE | | |
| ARTHUR | NM | 88253 |

| | | |
|-----------|----|-------|
| ZUNI | NM | 87327 |
| EL RANCHO | NM | 87506 |

These include transfers from SF Regional Airport to local hospitals.

1. HUMAN RESOURCES

A. Number of new positive cases among City employees since the previous report, categorized by City department:

| Department | Number of Cases Reported January 1, 2021-January 14, 2021 |
|-------------------------------|--|
| Community Services Department | 1 |
| Finance Department | 2 |
| Fire Department | 2 |
| Municipal Court | 1 |
| Police Department | 2 |
| Public Utilities Department | 4 |
| Public Works Department | 1 |
| Total | 13 |

B. Number of cumulative positive cases among City employees since March, categorized by City department:

As of January 14, 2021:

| Department | Active | Resolved | Grand Total |
|------------------------------------|--------|----------|-------------|
| Community and Economic Development | 0 | 1 | 1 |
| Community Engagement | 0 | 1 | 1 |
| Community Services | 1 | 5 | 6 |
| Finance | 2 | 1 | 3 |
| Fire | 1 | 22 | 23 |
| General Government | 1 | 1 | 2 |
| Human Resources | 0 | 1 | 1 |
| ITT | 0 | 1 | 1 |
| Land Use | 0 | 1 | 1 |
| Police | 3 | 11 | 14 |
| Public Utilities | 3 | 17 | 20 |
| Public Works | 0 | 22 | 22 |

| | | | |
|--------------------|-----------|-----------|------------|
| Recreation | 1 | 3 | 4 |
| Tourism | 0 | 1 | 1 |
| Grand Total | 12 | 88 | 100 |

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.

C. City buildings that were closed as a result of any positive cases:

Municipal Court was closed due to a positive COVID-19 case in July 2020.

D. 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 |
| December 26, 2020 - January 8, 2021 | 1/15/2021 | 28 | 1092 | \$ 21,369.05 |



4. OFFICE OF EMERGENCY MANAGEMENT

Regarding availability of PPE for City employees, below are the items we have in stock for City distribution as well as what has been distributed in this two-week time period:

| Item | Box Count | Box Quantity | Total | Distributed | Remainder |
|-------------------------|-----------|--------------|-------|-------------|-----------|
| Cotton Masks | | | 2571 | | 2571 |
| KN95s | | | 2040 | | 2040 |
| IR Thermometers | | | 6 | | 6 |
| Sanitizer | | | 2078 | | 2078 |
| Face Shields | | | 1022 | | 1022 |
| Nylon Bags (Plastic) | 7 | 300 | 2100 | | 2100 |
| Nitrile Gloves (Medium) | 11 | 1000 | 11000 | | 11000 |
| Nitrile Gloves (Large) | 40 | 1000 | 40000 | | 40000 |
| Alpet Sanitizer Wipes | 14 | 6 | 84 | | 84 |

| | | | | | |
|------------------------|-----|------|--------|------|--------|
| Face Sheilds (Velcro) | 20 | 50 | 1000 | | 1000 |
| Hanes Masks | 10 | 500 | 5000 | 2000 | 3000 |
| Brawny Sanitizer Wipes | 40 | 6 | 240 | | 240 |
| Odoban Deoderizer | 16 | 4 | 64 | | 64 |
| ProPac Surgical Masks | 8 | 272 | 2176 | | 2176 |
| Zep Spray | 13 | 12 | 156 | | 156 |
| Toilet Seat Covers | 29 | 5000 | 145000 | | 145000 |
| Alpet Sanitizer Liquid | 16 | 4 | 64 | | 64 |
| Caution Tape | 18 | 12 | 216 | | 216 |
| Nylon Bags Blue | 3 | 1000 | 3000 | | 3000 |
| N95 Makrite Respirator | 24 | 480 | 11520 | 960 | 10560 |
| 3M Cleaner | 217 | 12 | 2604 | | 2604 |

City of Santa Fe, New Mexico

memo

Date: January 15, 2021

To: Governing Body

From: Andréa Salazar, Assistant City Attorney *AS*

Via: Rich Brown, Director of Community and Economic Development
Department *RB*
Sean Moody, Asset Development Manager *SM*

Subject: Request for Approval of an Amended Settlement Agreement between the City of Santa Fe, Century Bank, Artyard Condominium Association and the Santa Fe Railyard Community Corporation regarding Parcel B-1 in the Railyard

BACKGROUND:

On August 31, 2016, the City of Santa Fe entered a Settlement Agreement, Item # 16-0818, with Century Bank, Artyard Master Condominium Association (“Artyard”), Aberg Property Company, Inc. (“Aberg”), and the Santa Fe Railyard Community Corporation (“SFRCC”) to resolve a dispute about the Master Plan Amendment and Development Plan approval granted by the Governing Body for Aberg’s Railyard Flats Development (“Settlement Agreement”). The Settlement Agreement required SFRCC to construct 21 parking spaces on Parcel B-1, prohibited residential occupancy on the remainder of Parcel B-1, and prohibited leasing on parcels B-1 and B-2 (the parcel where the W21 Building sits) together. In return, Century Bank and Artyard agreed to dismiss their lawsuit and the construction of the Railyard Flats could proceed.

On September 18, 2019, Aberg Property Company, Inc., which owned Railyard Flats, assigned its interest in the Settlement Agreement to the Santa Fe Railyard Community Corporation. The result of the assignment is that the parties to the Amended Settlement Agreement are SFRCC, Century Bank, the Artyard Condominium Association, and the City.

In early 2020, the Railyard Project Administrator of SFRCC sought to remove the restrictions on Parcel B-1 because the City wanted to sell the building located at 1614 Paseo de Peralta and SFRCC wanted to lease Parcel B-1 and B-2 together. Because

SFRCC had provided the 21 parking spaces and the City was providing the Artyard with 17 month to month parking spaces, the Administrator proposed a termination agreement of the Settlement Agreement (“Termination Agreement”). The Governing Body approved the Termination Agreement on March 25, 2020. However, on April 9, 2020, Century Bank notified the City that it could not terminate the Settlement Agreement and was no longer in control of the Artyard Condominium Association. As a result, the City and SFRCC needed to negotiate with both Century Bank and Artyard Condominium Association to address the restrictions on Parcel B-1.

ACTION REQUESTED:

The proposed Amended Settlement Agreement memorializes a newly negotiated agreement. It provides that Century Bank and the Artyard agree to remove the restrictions on Parcel B-1. In return, the City would provide the Century Bank and the Artyard Condominium Association 17 parking permits for a four-year period under a Parking Agreement contract. See attached Exhibit B. For its part, SFRCC would grant the Artyard a lowered rent for its ground lease. See attached Exhibit C. Century Bank and the Artyard preferred an amendment to Settlement Agreement, rather than a termination, in order to sustain SFRCC’s obligation to address drainage in the parking area.

Century Bank, Artyard Condominium Association, and the Santa Fe Railyard Community Corporation have signed the attached Amended Settlement Agreement.

Staff requests approval of the Amended Settlement Agreement.

ATTACHMENTS:

- Amended Settlement Agreement signed by Century Bank, Artyard Condominium Association, and the Santa Fe Railyard Community Corporation
- **Exhibit A-** Assignment of Aberg Property Company, Inc. interest
- **Exhibit B-** Parking Agreement with attached Exhibit A Plat depicting parking spots
- **Exhibit C-** Amendment No. 3 to Amended and Restated Lease Agreement
- Settlement Agreement, Item # 16-0818

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement ("Agreement") is entered into as of _____, 2021 ("Effective Date"), by and between Santa Fe Railyard Community Corporation ("SFRCC"), Artyard Master Condominium Association ("Association"), Century Bank ("Century") and the City of Santa Fe, a municipal corporation ("City") (collectively, "Parties"), which amends the Settlement Agreement entered into by the parties on August 31, 2016, Item # 16-0818.

RECITALS

WHEREAS, the Parties and Aberg Property Company, Inc. ("Aberg"), entered into a *Settlement Agreement* effective August 31, 2016, held in the City Clerk's records as Item 16-0818 ("Settlement Agreement"), pertaining to an appeal in D-101-CV-2016-01773 by Century of the approval of the Railyard Flats Development Plan Case No. 2016-23, Findings of Fact and Conclusions of Law held in the City Clerk's records as Item # 16-0446, and

WHEREAS, Aberg assigned its interest in the Settlement Agreement to SFRCC effective September 18, 2019. A copy of the Assignment is attached herein as **Exhibit A**;

WHEREAS, SFRCC completed the construction of twenty-one paved parking spaces as public parking on Parcel B-1;

WHEREAS, City has requested that Century and the Association terminate the restrictions on the development of Parcel B-1 as contained in ¶2 of the Settlement Agreement ("Restrictions") Item # 16-0818;

WHEREAS, the Association and Century have requested that the City enter into an Agreement to allow the Association to rent 17 reserved parking spaces at the Railyard Municipal Surface Lot at 703 Camino de la Familia, Santa Fe, New Mexico.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. On the Effective Date, the Association and the City will enter into the *Agreement Between the Artyard Condominium Association and the City of Santa Fe for Parking in the Railyard Municipal Surface Parking Lot* ("Parking Agreement"), in the form attached hereto as **Exhibit B**.

2. On the Effective Date, the Association and SFRCC will enter into *Amendment No. 3 to the Amended and Restated Lease Agreement* ("Amendment No. 3"), in the form attached hereto as **Exhibit C**.

3. Upon execution by all signatories of the Parking Agreement and execution of Amendment No. 3 by the Association and SFRCC, the Restrictions will be terminated.

4. Except as expressly amended herein, the Settlement Agreement Item # 16-0818 shall remain in full force and effect.

5. This Agreement shall be binding on and shall inure to the benefit of the parties, and their respective successors and assigns.

6. This Agreement may be executed in counter-parts and signatures may be transmitted to the parties and/or their counsel by facsimile or other electronic transmission with original signatures to follow, which shall be legally binding.

7. No modification or amendment of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

8. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

9. Each party has read this Agreement and fully informed itself of the terms, conditions, contents and effects of this Agreement prior to execution, and each person signing this Agreement in a representative capacity has the authority to enter into this Agreement and the capacity to bind the party he or she represents.

10. Upon execution of this Agreement, its terms and **Exhibits B & C** shall contain the entire agreement between the parties relating to the matters herein, and supersedes all prior written or oral, express or implied, understandings and agreements between the parties relating to the matters herein.

11. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, where permitted by applicable law the offending provision will be deemed to be modified to the extent necessary to effect the original intent of the parties and bring this Agreement within the limits of enforceability or validity; provided, however, if such provision cannot be deemed so modified, then as long as the material benefit of the agreement for such party remains in effect it will be deemed stricken, and all other provisions of this Agreement in all other respects will remain valid and enforceable.

12. Nothing contained herein will be construed to give any person or entity, other than the parties to this Agreement, their respective heirs, representatives, successors and assigns, any legal or equitable right, defense, remedy or claim under or with respect to this Agreement or any provision hereof. It is the intention of the parties that this Agreement and all of its provisions and conditions are for the sole and exclusive

benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

13. The law of New Mexico will govern this Agreement. The exclusive venue for a lawsuit relating to or arising out of this Agreement shall be in the First Judicial District Court, Santa Fe County, New Mexico.

14. The parties waive their respective rights to a jury trial in any legal action or proceeding brought by any party against the other to enforce the terms of this Agreement including without limitation any counterclaims filed in such legal action or proceeding.

15. If any party has to take any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

[The remainder of this page is left blank.]

CENTURY BANK

Robert C. Bidal, EVP

Robert C. Bidal
Exec. Vice President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

This instrument was acknowledged before me this 12th day of January, 2021, by Robert C. Bidal, Executive Vice President of Century Bank on behalf of the bank.

Witness my hand and official seal:

[Handwritten Signature]

Notary Public

My Commission Expires:

8/13/2022



ARTYARD CONDOMINIUM MASTER ASSOCIATION




Andrew Rogers
President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

This instrument was acknowledged before me this 14th day of January 2021
2021, by Andrew Rogers, President of Artyard Condominium Master Association on
behalf of the association.

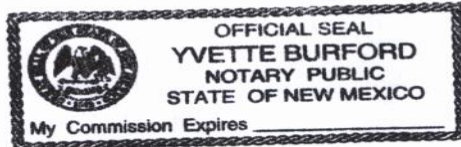
Witness my hand and official seal:



Notary Public

My Commission Expires:

02-02-2024



CITY OF SANTA FE

Alan M. Weber
Mayor

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

This instrument was acknowledged before me this ____ day of _____, 2021, by Alan M. Webber, Mayor of the City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Witness my hand and official seal:

Notary Public

My Commission Expires:

Attest:

Kristine M. Mihelcic, City Clerk

Approved as to Form:

Andrea Salazar

Erin K. McSherry, City Attorney

Approved as to Finance:

Mary McCoy, Finance Director

Exhibit

A

ASSIGNMENT

This Assignment (this "Agreement") is entered into as of September 18, 2019, by and between Aberg Property Company, Inc., a Texas corporation ("Assignor"), and Santa Fe Railyard Community Corporation., a New Mexico nonprofit corporation ("Assignee").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. Assignor and Assignee entered into a settlement agreement (the "Settlement Agreement") along with Century Bank, Artyard Master Condominium, Inc., and the City of Santa Fe effective August 31, 2016.

B. The purpose of the Settlement Agreement was to resolve disputed issues associated with the Railyard Flats Master Plan Amendment, Case No. 2016-23, the Railyard Flats Development Plan, Case No. 2016-25 and the appeal filed in the First Judicial District Court of New Mexico as Cause No. D-101-CV-2016-01773.

C. The Settlement Agreement imposed certain obligations on the parties and granted the parties certain rights as against each other.

D. The Settlement Agreement permits assignment of its rights and obligations, at Paragraph 6.

E. By this Agreement Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title, and interest in and to the Settlement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights and interest in and to the Settlement Agreement from and after the date hereof, and Assignee hereby accepts such assignment and assumes performance of all duties and obligations first arising or accruing under the Settlement Agreement on or after the date of this Agreement.

2. Indemnification. Assignor shall indemnify and hold Assignee harmless from and against any and all claims, losses, liability, and expenses, including attorneys' fees, arising out of a breach by Assignor of any of its obligations under the Lease first arising or accruing prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any and all claims, losses, liability, and expenses, including attorneys' fees, arising out of a breach by Assignee of any of its obligations under the Lease first arising or accruing on or after the date hereof.

3. Miscellaneous. Upon the written request of the other, each party hereto shall execute and deliver such other documents and instruments as may be reasonably necessary to

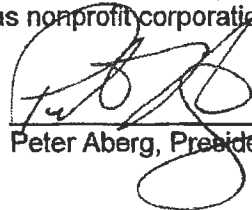
fully assign and transfer and vest in Assignee or its successors and assigns all of Assignor's rights and interest in and to the Settlement Agreement. This Agreement shall be binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

"Assignor"

Aberg Property Company, Inc.
a Texas nonprofit corporation

By:


Peter Aberg, President

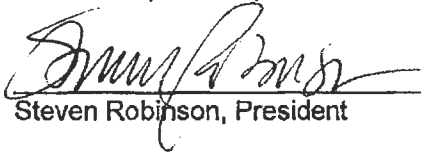
Date:

9/12/19

"Assignee"

Santa Fe Railyard Community Corporation, Inc.
a New Mexico nonprofit corporation

By:


Steven Robinson, President

Date:

9.18.19

**Exhibit
B**

**AGREEMENT BETWEEN THE ARTYARD CONDOMINIUM MASTER
ASSOCIATION AND THE CITY OF SANTA FE FOR PARKING IN THE
RAILYARD MUNICIPAL SURFACE PARKING LOT**

THIS AGREEMENT is entered into between the City of Santa Fe (“City”) and the Artyard Condominium Master Association (“Association”). The date of this Agreement shall be the date of the last signature by the parties hereto.

RECITALS

WHEREAS, the Association desires to use the Reserved Parking Spaces (as defined below), which are owned and operated by the City and located within the Railyard Municipal Surface Lot at 703 Camino de la Familia, Santa Fe, NM 87501 (“Railyard Lot”);

WHEREAS, the Association desires to obtain the Reserved Parking Spaces to provide its members, their guests, customers and invitees (hereafter collectively referred to as the “Members”), to park their vehicles with reserved parking; and

WHEREAS, the Association agrees to pay the City for the Reserved Parking Spaces as provided herein.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions between the City and the Association regarding the Association’s use of seventeen (17) reserved parking spaces circled and identified with a “17” on the Plat attached hereto as **Exhibit A** (“Reserved Parking Spaces”), for parking at the Railyard Lot.

2. **SCOPE OF AGREEMENT.**

A. The Association will pay the City for the Reserved Parking Spaces for the Members to park their vehicles at the Railyard Lot during business hours. Business hours for purposes of this Agreement shall be defined as 6:00 AM to 10:00 PM, seven (7) days a week.

B. The Association shall identify a staff person who will be their main point of contact and responsible for the day-to-day management of the terms and conditions of this Agreement, including but not limited to any parking permits issued under this Agreement.

C. The Association will abide by the terms and conditions of this Agreement as well as the City's Parking Ordinances and Policies, unless otherwise agreed to herein.

D. The Association will submit to the City no later than sixty (60) days prior to the end of each Annual Term, a monthly parking permit application for the Reserved Parking Spaces the Association wishes to obtain for that year under this Agreement.

3. **FEES TO BE PAID FOR RESERVED PARKING SPACES.**

A. Subject to subparagraph 3B, the Association will pay for the Reserved Parking Spaces at the following rates:

Year 1. \$65.00 per month per space for a total of \$1,105.00 per month, \$6,630.00 semi-annually or \$13,260.00 annually, including applicable gross receipts tax.

Year 2. \$70.00 per month per space for a total of \$1,190.00 per month, \$7,140.00 semi-annually or \$14,280.00 annually, including applicable gross receipts tax.

Year 3. \$75.00 per month per space for a total of \$1,275.00 per month, \$7,650.00 semi-annually or \$15,300.00 annually, including applicable gross receipts tax.

Year 4. \$75.00 per month per space for a total of \$1,275.00 per month, \$7,650.00 semi-annually or \$15,300 annually, including applicable gross receipts tax.

B. During the Term of this Agreement, the Association may request additional parking spaces and the City may consent to the request if the parking spaces are available at the location(s) requested, or the Association may choose to reduce monthly reserved parking spaces by issuing a thirty (30) day advance written notification to the City. Any increase or reduction in parking spaces and increase or decrease in the rates paid by the Association shall be incorporated into this Agreement by written amendment.

4. **PAYMENT**

A. The Association shall pay the City on a monthly basis for the Reserved Parking Spaces rental fees in accordance with ¶3 above, on the first day of the month.

B. If the Association fails to pay the rental fees due for the Reserved Parking Spaces within ten (10) business days from the first day of the month, the City reserves the right to deny access to the Reserved Parking Spaces to the Association and its Members pursuant to this Agreement. Upon City's request, the Association shall immediately stop using the Reserved Parking Spaces until all invoices have been paid and a written reinstatement notification from the City has been issued and received by the Association.

5. **TERM**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. The initial term of this Agreement shall be twelve (12) months from the date this Agreement is approved and signed by the City. After the initial term, the Association will have three (3) one (1) year options to extend at the rental rates provided for in ¶3 above, upon providing written notice to the City of its exercise of an option no later than sixty (60) days prior to the end of each Annual Term. The Term of this Agreement shall not

exceed a total of four (4) years at which time a new Agreement may be negotiated by mutual consent of both parties.

6. INDEMNIFICATION

The Association 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 negligence of the Association, its officers, employees, subcontractors or agents. In the event that any action, suit or proceeding related to the Reserved Parking Spaces is brought against the Association, the Association shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the City Attorney.

7. STATUS OF THE CITY AND THE ARTYARD

The City and the Association are separate legal entities. The City's agents and employees are not employees or agents of the Association. The Association's agents and employees are not employees or agents of the City. No powers of the Association or the City express or implied shall be granted to the other party excepting those specifically set forth herein.

8. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et. seq., 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.

9. INSURANCE

The Association, 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 related to the Reserved Parking Spaces, 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, except for nonpayment, which requires not less than 10 days' notice pursuant to NMSA 1978, Section 59A-18-29. The Association shall furnish the City with a valid copy of a Certificate of Insurance as a condition prior to signing this Agreement and thereafter, shall provide a current and valid Certificate of Insurance for each additional year during the Term of this Agreement.

10. NO 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 Association. 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.

11. AMENDMENT

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

12. ASSIGNMENT

In the event the ownership of the Association changes during the Term of this Agreement or any extension thereafter, the new owners of the Association shall own and assume responsibility for this Agreement in its entirety including the terms and conditions of this Agreement, any amendments and revisions to this Agreement or any mutually agreed extensions of this Agreement thereafter. The Association 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.

13. NOTICES

Any notice 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:

To the City: City of Santa Fe Parking Division, Attn: Contracts Administrator, P.O. Box 909, Santa Fe, NM 87504-0909


To the Association: Westgate Properties, Attn: Susan Spinell, 508 W. Cordova Road, Santa Fe, NM 87505, (505) 995-3134 and susan@westgatepm.com

14. APPLICABLE LAW

This Agreement shall be governed by the Ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

THE ARTYARD CONDOMINIUM MASTER ASSOCIATION



ANDREW ROGERS
President

Date: 1-13-2021

CITY OF SANTA FE

JAREL LAPAN HILL
City Manager

Date: _____

ATTEST:

KRISTINE M. MIHELICIC, CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, City Attorney

Date: January 14, 2021

APPROVED AS TO FINANCE:

MARY MCCOY, FINANCE DIRECTOR

Date: _____

Exhibit A to the Parking Agreement

ALTA/NSPS SURVEY OF PARCEL A-2 OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION, AND RAILYARD FLATS, LLC.

LYING AND BEING SITUATE WITHIN TRACT 5 (6.142 AC±)
PROJECTED SECTION 26, T 17 N, R 9 E, N.M.P.M.

PUBLIC NOTICE

THIS SURVEY IS BASED ON THOSE RECORDED DOCUMENTS NOTED HEREON. CITY OF SANTA FE STAFF MUST APPROVE ALL DOCUMENTS SUBMITTED WITH AN APPLICATION FOR A BUILDING PERMIT AND MAY REQUIRE SUBMITTAL OF ADDITIONAL DOCUMENTATION TO PROVE LEGAL LOT OF RECORD.

LEGEND:

- SET CAP 6996
- ⊙ SENEER MANHOLE
- ⊙ STORM SENEER MANHOLE
- ✕ SANITARY CLEAN-OUT
- ⊙ WATER METER
- ⊠ IRRIGATION CONTROL VALVE
- ⊙ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊠ TELEPHONE JUNCTION BOX
- ⊠ CABLE TV JUNCTION BOX
- ⊠ ELECTRIC TRANSFORMER
- ⊠ ELECTRIC BOX
- ⊠ LIGHT STANDARD
- ⊠ PVC STUB OUT
- ⊠ BALLARD
- BOUNDARY LINE
- LEASE BOUNDARY LINE
- RAILYARD TRACK
- RETAINING WALL

-9 Spaces-
-8 Spaces-

CITY OF SANTA FE ZONING CODE FOR PARCEL A-2

ZONE: B00RD
BUSINESS CAPITAL DISTRICT,
IN BETWEEN-NORTH RAILYARD

SIDE SETBACKS: NONE

FRONT SETBACKS: 0 FEET, BUILD-TO-LINE

PARCEL COVERAGE: 100%

HEIGHT: 35 FEET

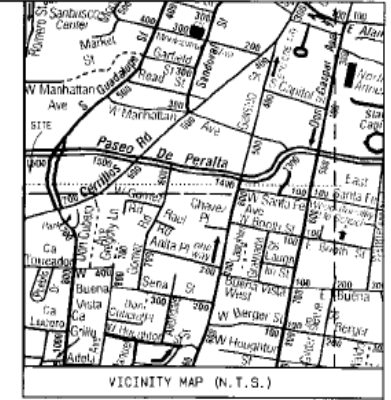
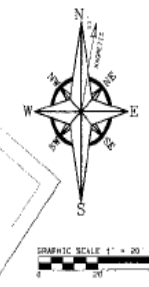
AS PER REGULATORY NO. 2016-463

PARCEL A-1
2008255R PL.
703 CAMINO
DE LA FAMILIA

PARCEL A-2
0.502 AC± PL.
21,860 SQ. FT.
701 CAMINO DE LA FAMILIA
UPC: 1-003-098-414-469

SANTA FE
CONTR. NO.
MONUMENT 12
6547.67 ELEV

814002



PARKING PROVIDED
TOTAL STANDARD PARKING SPACES: 511

SURVEYOR'S & ALTA/NSPS NOTES

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. RODRIGUEZ, N.M.P.L.S. 13839, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 036-039, BASIS OF BEARINGS IS BASED ON AUTONOMOUS GPS OBSERVATION OF ASTRONOMIC NORTH ON 9/19/16.
2. REFER TO A PLAT OF SURVEY ENTITLED, "UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION, PREPARED BY MITCHEL K. NOONAN, N.M.P.L.S. # 6998, HAVING THE PROJECT NO. C-1964 S LEASE AND DATED AUGUST 20, 2015.
3. THESE LANDS LIE WITHIN "OTHER AREAS", ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEMA F.I.R.M. COMMUNITY PANEL NO. 35040C0412C, DATED DECEMBER 4, 2012.
4. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN TITLE COMMITMENT FILE NO. 17-3100 WITH AN EFFECTIVE DATE OF FEBRUARY 8, 2017, AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
5. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
6. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF INFORMATION IS AVAILABLE FROM THE CONTROLLING JURISDICTION, NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
7. NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
8. NO OBSERVED EVIDENCE OF WETLAND AREAS AS DELINEATED BY APPROPRIATE AUTHORITIES.
9. EVIDENCE OF ENCRADMENTS INTO PARCEL A-2 SHOWN ON SKETCH.

SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. NO. 6998 DO HEREBY CERTIFY TO THE SANTA FE RAILYARD COMMUNITY CORPORATION, RAILYARD FLATS, LLC, AND CHICAGO TITLE INSURANCE CO. THAT THIS ALTA/NSPS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON SEPTEMBER 19, 2016, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS "TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF."

I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

Mitchel K. Noonan 02/20/17
MITCHEL K. NOONAN N.M.P.L.S. NO. 6998

ALTA/NSPS SURVEYOR'S CERTIFICATE

TO: SANTA FE RAILYARD COMMUNITY CORPORATION, RAILYARD FLATS, LLC,
AND CHICAGO TITLE INSURANCE CO.,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2016, AND CONTAINS ITEMS 1, 3, 4, 5, 8, 9, 11, & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 09/19/16.

Mitchel K. Noonan 02/20/17
MITCHEL K. NOONAN N.M.P.L.S. NO. 6998

COUNTY OF SANTA FE STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT NO. 187808 WAS FILED FOR RECORD ON THE 20 DAY OF Feb 20 2017, AT 10:05 O'CLOCK AND WAS ONLY RECORDED IN PLAT BOOK 514 PAGE 2 OF THE RECORDS OF SANTA FE COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK SANTA FE COUNTY, N.M.
[Signature] DEPUTY



SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 882-1420 FAX (505) 886-3412
DATE BY: 9/19/16 DRAWN BY: MKN PROJECT NO: C-1964S-DWG A-2

Exhibit
C

AMENDMENT NO. 3 TO
AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT NO. 3 dated February 1, 2021, to that certain Amended and Restated Lease Agreement, dated May 11, 2015 for Parcel A-1 and a portion of Parcel A-3, as amended by Amendment No. 1 dated October 1, 2016 and Amendment No. 2 dated August 1, 2018 (the "Lease"), is made between SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Lessor"), and ARTYARD CONDOMINIUM MASTER ASSOCIATION, as agent for its members ("Tenant").

WHEREAS, the parties wish to amend the determination of the fair rental value for the period commencing February 1, 2021 through June 1, 2027 of the first Reappraisal Period.

NOW, THEREFORE, Lessor and Tenant for good and valuable consideration, the receipt of which is acknowledged, hereby amend the Lease as follows:

1. Section 10.1.1 is amended as follows:

10.1.1. Commencing on February 1, 2021, Tenant shall pay the Base Rent specified below on the first day of each month of the first Reappraisal Period:

| Annual Base Rent | Monthly Base Rent |
|------------------|-------------------|
| \$45,465.96 | \$3,788.83 |

The Base Rent for Parcel A-1 beginning on February 1, 2021 and continuing through June 1, 2027, will be based upon a rate per square foot of \$1.75 annually for 20,632 square feet, or \$3,008.83 per month. The Base Rent for Parcel A-3 for the same period will be based upon a rate of \$65 per month for each of the 12 parking spaces, or \$780 per month. The Base Rent for the second Reappraisal Period commencing July 1, 2027 shall be subject to adjustment in accordance with the terms of Section 10.2 of the Lease and prorated for any partial calendar months.


2. All terms of the Lease not expressly amended herein shall remain in full force and effect.

In witness hereof, Lessor and Tenant execute this Amendment No. 3, effective on the day and year set forth above.

LESSOR

SANTA FE RAILYARD COMMUNITY
CORPORATION

By

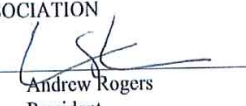

Richard A. Czoski
Executive Director

Date: JANUARY 14, 2021

TENANT

ARTYARD CONDOMINIUM MASTER
ASSOCIATION

By


Andrew Rogers
President

Date: 1-13-2021

SETTLEMENT AGREEMENT

This Agreement is made among Century Bank, a New Mexico banking corporation (“Century”), Artyard Master Condominium Association, Inc., a New Mexico nonprofit corporation (“Artyard”), Aberg Property Company, Inc., a Texas corporation (“Aberg”), Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation (“SFRCC”), and the City of Santa Fe, a municipal corporation (the “City”), with respect to the approval of the Railyard Flats Master Plan Amendment, Case No. 2016-23, and Railyard Flats Development Plan, Case No. 2016-25 by the Governing Body of the City (the “Approvals”). Century and Artyard appealed the Approvals to the First Judicial District Court, in Case No. D-101-CV-2016-01773 (the “Appeal”), naming the other parties to this Agreement as appellees. The parties wish to settle their dispute that is the subject of the Appeal as set out below.

1. SFRCC will construct a parking lot containing twenty-one parking spaces on the southern portion of Parcel B-1. The parking lot will be completed concurrent with the completion of the construction of Railyard Flats apartments. The parking lot will have proper ingress and egress and will be identified as a public parking lot. Initially, the lot will be graded for proper drainage and surfaced with base course and gravel. SFRCC or the City will provide, and SFRCC will install, concrete bumpers to locate the twenty-one parking spaces. SFRCC will improve the parking lot with asphalt paving and concrete curbs and gutters at the time a building is completed on Parcel B-1, but in no event later than two years from commencement of construction of the Railyard Flats project on Parcel A-2. SFRCC has the option to improve the parking lot at an accelerated schedule.

2. SFRCC and the City further covenant that any future lease of Parcel B-1 or any portion of it as now configured will be limited to construction of 12,000 rentable square feet and will not permit residential occupancy.

3. Century and Artyard will dismiss the Appeal no later than September 9, 2016.

4. Century and Artyard agree that upon the dismissal of the Appeal in accordance with Section 3 above, the time for Century and Artyard to file any further administrative appeal from the Approvals pursuant to NMRA 1-074 and Section 39-3-1.1 NMSA will have expired.

5. The parties agree that the remedy at law for violation of the covenants and restrictions contained in Sections 1 and 2 above will not be adequate and that the damages to Century and Artyard from any such violation will be irreparable. For that reason, the parties

agree that the Century and Artyard shall be entitled as a matter of right, and in addition to any other remedies available at law or equity, to preliminary and permanent injunctive relief from any court of competent jurisdiction, enforcing Sections 1 and 2 above in the event of any violation of said sections. In any such action for injunctive relief, Century and Artyard shall not be required to post any bond. The prevailing party in any action to enforce this Agreement shall be entitled to its reasonable attorney's fees and costs incurred in connection with such action.

6. This Agreement is for the sole and exclusive benefit of the parties and their respective successors and assigns. This Agreement shall not be construed to give any person or entity, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties hereto and their respective successors, representatives, heirs and assigns.

7. This Agreement is a complete statement of the Agreement of the parties and may not be amended except by an agreement in writing signed by each of the parties hereto.

8. This Agreement is subject to approval by the Governing Body in open session at its August 31, 2016 meeting.

Century Bank
By: Electronic Approval 8/29/16 (by counsel)

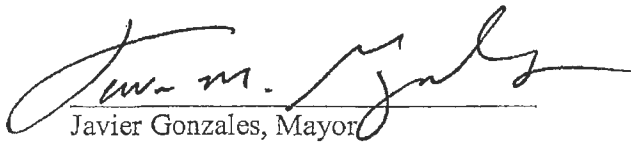
Artyard Master Condominium Association
By: Electronic Approval 8/29/16 (by
counsel)

Aberg Property Company, Inc.
By: Electronic Approval 8/30/16

Peter Aberg, President

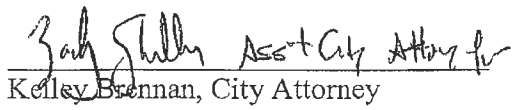
Santa Fe Railyard Community Corporation
By: Electronic Approval 8/30/16 (by
Richard Czoski for)
Steven Robinson, President

City of Santa Fe


Javier Gonzales, Mayor

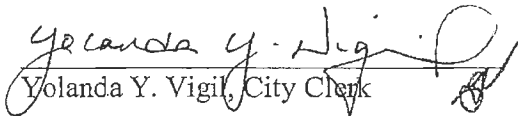
August 31, 2016

Approved as to form:


Kelley Brennan, City Attorney

August 31, 2016

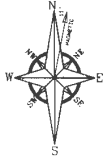
Filed with the City Clerk


Yolanda Y. Vigil, City Clerk

August 31, 2016

UPDATED LEASE PARCEL SURVEY OF THE SOUTH AREA OF THE SANTA FE RAILYARD PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (6.142 AC±)
PROJECTED SECTIONS 26, T 17 N, R 9 E, N.M.P.N.



PARCEL B1 BOUNDARY

| LINE | CHORD | BEARING | ARC | RADIUS | CHORD |
|------|-------------|---------|-------|--------|-------|
| L1 | N52°55'07"W | 108.62 | | | |
| L2 | N27°18'14"E | 21.52 | | | |
| L3 | S71°15'17"W | 17.23 | 25.00 | 10.89 | |
| L4 | N02°34'17"W | 2.48 | | | |
| L5 | N01°18'18"E | 1.18 | 8.50 | 1.17 | |
| L6 | N07°07'48"E | 132.18 | | | |
| L7 | S17°00'19"W | 137.83 | | | |

PARCEL A3 BOUNDARY

| LINE | CHORD | BEARING | ARC | RADIUS | CHORD |
|------|-------------|---------|-------|--------|-------|
| L1 | N03°03'00"W | 21.12 | | | |
| L2 | S00°40'00"W | 2.06 | 6.43 | 8.33 | |
| L3 | N03°05'03"W | 17.84 | | | |
| L4 | N13°51'34"E | 18.20 | 11.88 | 7.74 | |
| L5 | N14°15'30"E | 8.86 | 8.87 | 6.52 | |
| L6 | S08°50'00"W | 1.50 | | | |
| L7 | N03°03'00"W | 14.42 | | | |
| L8 | N08°03'00"W | 8.77 | 5.58 | 7.30 | |
| L9 | S03°03'00"E | 18.23 | | | |
| L10 | S30°59'48"W | 73.83 | | | |

SOUTH RAILYARD BOUNDARY

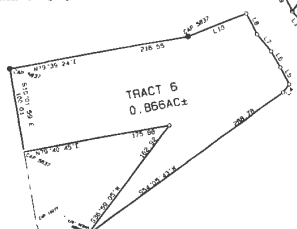
| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S38°11'05"E | 25.81 |
| L2 | S20°11'00"E | 26.50 |
| L3 | S07°01'00"E | 31.83 |
| L4 | N36°55'48"E | 11.70 |
| L5 | N07°30'48"W | 23.22 |
| L6 | N30°10'40"W | 21.70 |
| L7 | N38°30'17"W | 28.87 |
| L8 | N07°46'26"W | 24.60 |
| L9 | S27°47'10"E | 39.26 |
| L10 | S68°37'54"E | 14.45 |

LEGEND:

- FOUND BOUNDARY
- MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER
- UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - OVERHEAD WIRES

SURVEYOR'S NOTES:

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OR MAPS BY PAUL A. HODGKINS, N.M.P.S., 1896, ENTITLED THE CITY OF SANTA FE RAILYARD PROPERTY, AS RECORDED AT THE SANTA FE COUNTY CLERK'S OFFICE AT #141 BOOK 252, PAGES 036-038. BEARINGS TAKEN FROM SAID PLAT AND NOTED 00°00'48" CIV TO MATCH MONUMENTS ON NW SIDE OF TRACT 5 (BOOKS 57-58) NOTED.
2. THE LEASE LINES PORTRAITED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY DOMINION-HODGKINS ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE BEEN SHOWN UNLESS OTHERWISE NOTED.
3. PLAT OF LEASE AREA MARKING FOR THE CITY OF SANTA FE RAILYARD PROPERTY, PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPARATION OF THIS PLAT.



SURVEYOR'S CERTIFICATE

I, MITCHEL K. MOONAN, N.M.P.S., NO. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 20, 2015, THAT I AM A REGISTERED SURVEYOR FOR THIS STATE, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR LAND ACQUISITION SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. MOONAN N.M.P.S. NO. 6998



SOUTHWEST MOUNTAIN SURVEYS

1114 HICKOX ST., SANTA FE, N.M. 87501
 (505) 842-3498 FAX (505) 842-3413
 DATE: 12/15/16 DRAWN BY: MEN C-1924 S-LEASE

Vacant Parcel B-1
(10,000 sq. ft.)

Site SF
EXISTING Bldg
(W-21)

Railyard Park



Public Comment

HUMAN RIGHTS FINDING OF DISCRIMINATION

I am wondering why it is taking the city so long to negotiate a settlement with me on the Human Rights commission's finding of discrimination based on disability/age. I was told by HRC Ms Griego that the city was negotiating with Michael Prinz as contact—that was in November. Is it that hard to say yes to deleting/destroying all forms and copies of Liz Roybal's Secret Notebook on me? And to pay me \$5500 for the time and false representations of my actions in that notebook? Surely the city could have even thought up a counter offer by now. Will you please direct the city attorney to go forward to resolve this issue?

ASSISTANT CITY ATTORNEY's Contention that the CAO does not represent the HDRB at appeals to city council

If this statement is true than why does the staff attorney present the case to Council during any appeal from the HDRB's decision? Why are we paying comp time for a staff attorney if he/she is not representing the board? Where in the code does it limit the COA's duty to represent a board only at judicial hearings?

Certainly you do not allow board members to testify or present these cases. Staff is called as expert witnesses—not legal representatives—not in their job description. And if you look at *Lee v Catron NMCA 2009* you will see that the city has been ignoring state law that says it is an unlicensed practice of law for a lay person to represent someone else at an administrative or judicial hearing.

Lee v Catron 2009-NMCA-018 at ¶5: "Our case law is clear that '[t]he practice of law is usually interpreted to entail the representation of others.' ... The representation of parties before judicial or administrative bodies constitutes the practice of law. One who is not a licensed attorney cannot represent others in court." citations omitted.

When the city requires property owners to hire third parties to assess compliance with the green code to avoid having the "overworked" (and well paid) city land use staff from doing that review than what is the big deal in having an owner have to represent themselves at the HDRB meeting or having to hire an attorney? Certainly the architect or historian can still be an expert witness.

MIDTOWN CAMPUS No surprise the developer pulled out. I believe KDC thought most of the property would be a film studio/lot and film education—good return And if Public Works is managing this facility in the same negligent manner it maintains city recreational (wellness) facilities I am not surprised at the run down condition—see comments on Rec facilities below

RECREATIONAL (WELLNESS) FACILITIES

NOTE This comment was in my comment on the Global Management contract


What the city really needs to do is open the other recreational (wellness) centers (Ft Marcy and Salvador Perez) so there is more opportunity for our wellbeing. The city could also be lobbying the governor to allow one swimmer per lane at Chavez which has very wide short course lanes. Just to share the utter negligence of the Public Works staff--yesterday the air temp in the pool area was 71 degrees--well below the 5 degree differential with the 83 degree water temp in the pool. Wheeler head of public works complained about the complexity of the system which has been in place for over 20 years (you would think that there would be institutional knowledge on how to operate it). One of her staff finally gave a date for the fix on the air temp heater at the

pool--apparently it took several months for Public Works to get a purchase order approved to get the repair done. As a result the pool area now has serious rusting on its metal framed windows--due to the condensation from the too great air differential--tens of thousands of dollars to remediate the damage caused by the too little too late response of Public Works.

I agree that the city could have at least one more session in the evening (Chavez was open 5:30AM to 8:30 PM M-Th and open on Sundays. Why the Sunday cutback--who knows? Maybe ask the union. Meeting rec/wellness needs of its citizens apparently ranks way down there on the mayor's and city manager's list who have held up the opening of even Ft Marcy. OH BTW when I asked about reopening one of those facilities I was told by Public Works staff that all the heaters in those two facilities were working. However it was the POOL heater that had not been properly installed or tested during the 2 plus years 2.5 million dollar renovation of Perez. How much negligence do we have to suffer from staff who seemingly will have a job no matter how negligent. Wheeler allowed THREE break ins at Perez during the renovation project before she decided to actually secure the bldg. This kind of negligence would only happen in city government.

City of Santa Fe, New Mexico

memo

DATE: January 21, 2021
TO: City Council
FROM: 
Mayor Alan Webber
RE: Appointment

I would like to make the following appointments:

Mayor's Youth Advisory Board

Valeria Ramirez (Santa Fe High School) – Reappointment – term ending 12/2022



City of Santa Fe, New Mexico

Memorandum



DATE: January 15, 2021

TO: Mayor Alan M. Webber

VIA: Kristine Bustos-Mihelcic, City Clerk

Kyra Ochoa

[Kyra Ochoa \(Jan 15, 2021 16:29 MST\)](#)

Kyra Ochoa, Community Health & Safety Department Director

Julie J. Sanchez, Youth & Family Services Division Director *jjs*

FROM: George Carrasco, Project Administrator *GC*

ITEM AND ISSUE:

Reappointment of Valeria Ramirez to the Mayor's Youth Advisory Board.

BACKGROUND AND SUMMARY:

Resolution 2001-23 created the Mayor's Youth Advisory Board to review issues, policies, and regulations affecting youth in the community. The board is also a way to increase opportunities for youth leadership and youth participation in civic engagement.

Valeria Ramirez (15, Santa Fe High School) is involved in school clubs, including student government, as well as active in the community. Valeria sees MYAB as an opportunity to do something positive in her community.

In December 2019, Miss Ramirez was appointed to the board. Her term ended in December 2020, she has expressed interest in continuing serving the board.

ACTION REQUESTED:

The Youth & Family Services Division respectfully requests reappointment of Miss Ramirez.






Memo - Mayor's Youth Advisory Board Appointment

Final Audit Report

2021-01-22

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