City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
APRIL 14, 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 in excess of those permitted in the current Public Health Order, 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/92203821759?pwd=cEFSVTVsWGJlc2IvUG9ZNmdTYUVDdz090.
Passcode: 577437
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

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REGULAR MEETING OF THE GOVERNING BODY
APRIL 14, 2021
4:00 PM
ATTEND VIRTUALLY

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 945 9904 5794922 0382 1759 - Passcode: 577437**
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**

Councilor Rivera

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

Councilor Cassutt-Sanchez

4. **INVOCATION**

Councilor Lindell

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Minutes – March 31, 2021

9. **PRESENTATIONS**

   a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Brian Williams, Interim Ermergency Management Director, bgwilliams@santafenm.gov, 955-6537) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request Approval of Amendment No. 1 to State of New Mexico Aging and Long Term Services Department Contract #20-0396 to Decrease the Total Amount by $57,579 for the Senior Volunteer Programs. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

COMMITTEE REVIEW:
Finance Committee Meeting: 03/22/2021
Quality of Life: 04/07/2021
Governing Body: 04/14/2021

b. Request for the Approval of Contract Amendment No.1 for Professional Service Contract 20-0556 to reflect the awarded Children Youth Family Development (CYFD) Grant Agreement 21-690-3200-20846 for YouthWorks (Julie Sanchez, Youth & Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Finance Committee: 03/22/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

c. Request Approval of the Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs Not to Exceed $421,185 Inclusive of New Mexico Gross Receipt Tax (NMGRT). (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/8/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

d. Request Approval of Budget Amendment Resolution (BAR) for Allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the Amount of $750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 955-6654)

COMMITTEE REVIEW:
Finance Committee: 04/05/2021
Public Works & Utilities Committee: 04/12/2021
Governing Body: 04/14/2021

e. Request for Approval of Contract Amendment No. 1 for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites for a Four Year Period with Intera, Inc. in the Total Amount of $156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

f. Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for Two (2) Capital Improvement Projects: Installation of an Inclinometer Sensor (SENSOR) and Development of a Conceptual Work Plan in the Total Amount of 88,536.57 (Exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/29/21
Finance Committee: 04/05/21
Governing Body: 04/14/21

g. Request for Approval of a Budget Adjustment Resolution (BAR) to Fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the Total Amount of $93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

h. Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to Increase the Duration by Adding 653 Days without an

Increase in Funding. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

i. Request for Approval of Three (3) State Capital Outlay Grant Agreements. (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

1. Project # 20-E2735 for Electric Vehicles & Charging Stations
2. Project # 20-E2740 for Municipal Court HVAC & Roof Repairs
3. Project # 20-E2744 for Construction of Southside Teen & Resource Center

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

j. Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the Amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

k. Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

l. Request for the Approval of a Budget Adjustment Resolution (BAR) for the Construction of the Southside Teen & Resource Center in the Amount

of $3,870,900. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

m. Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, to Increase the Existing Rent Deferral for FY21 from $100,000 to $500,000, with Deferred Amounts to be Repaid from FY22 to FY24. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

n. Request for Approval of Amendment No.1 for Santa Fe Recovery Center Contract #20-0569 to Expand Navigation Services to Sixty (60) Additional Male and Female Children, Ages 0-21, and their Parents. (Elizabeth Peterson, Children and Youth Program manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

o. Request for Approval of Amendment No. 1 to St. Elizabeth Shelter Contract #19-0584 to Extend the Term for One Year from 6/30/21 to 6/30/22, Decrease the Number of Individuals Receiving Navigation Services, and Increase Number of Individuals Receiving Safety Net Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

p. Request Approval of Amendment No. 1 to Food Depot Contract #19-0586 to Extend the Term from 6/30/21 to 6/30/22 and Decrease the Number of Individuals Receiving Navigation and Increase Number of Individuals Receiving Safety Net Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

11. **DISCUSSION/ACTION ITEMS**

a. Request for the Approval of the National Cooperative Purchasing Alliance Also Known As NCPA Cooperative Master Agreement which would Allow the City to Utilize Contracts Procured through NCPA as an Additional Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, 955-6435)

COMMITTEE REVIEW:
Finance Committee: 04/05/21
Governing Body: 04/14/21

b. Request for Approval of Amendment No. 1 for Contract 20-0231 to Amend the Joint Funding Agreement (JFA) 20RBC0LL0000002 with the US Geological Survey (USGS), United States Department of Interior (DOI) Commencement/Expiration Dates to be March 1, 2021 to June 30, 2021. (Alan Hook, Water Resources Coordinator Assistant, aghook@santafenm.gov, 955-4205)

COMMITTEE REVIEW:
Governing Body: 04/14/21

c. Request for Approval of Request to Publish Notice of Public Hearing on May 12, 2021 to Solicit Public Comment on the 2021 – 2022 Annual Action Plan to be Submitted to HUD. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

COMMITTEE REVIEW:
Governing Body: 04/14/21

12. **MIDTOWN OVERVIEW**
    a. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Presentation Topic: Land Use Planning. (Elias Isaacson, Director, Planning and Land Use esisaacson@santafenm.gov: Stefan Pellegrini, RA, AICP, Principal, Opticos Design, Inc.; Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov); **INFORMATION ONLY**
13. **MATTERS FROM THE CITY MANAGER**
14. **MATTERS FROM THE CITY ATTORNEY**
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**
20. **PUBLIC HEARINGS**

    a. **Appeal #2021-3256-APPL of Case #2020-3006-HDRB.** Appeal by Laura Chock of the Historic District Review Board's Denial of a Request to Replace a Pedestrian Front Gate at 542 Camino del Monte Sol, in the Downtown and Eastside Historic District. (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

    COMMITTEE REVIEW:
    Governing Body: 04/14/21

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera, Councilor Vigil Coppler, and Councilor Romero-Wirth)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshal, gggriego@santafenm.gov, 955-3310)

COMMITTEE REVIEW:
Introduced: 03/10/21
Quality of Life Committee: 04/7/21
Governing Body (public hearing): 04/14/21

21. ADJOURN

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

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

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

22. UPCOMING PUBLIC HEARINGS

Meeting Date – April 28, 2021

CONSIDERATION OF BILL NO. 2021-8. ADOPTION OF ORDINANCE 2021-____. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell)
An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987; Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/2021

Finance Committee: 04/5/21
Governing Body (Public Hearing): 4/28/21

Publication Date – April 12, 2021

CONSIDERATION OF BILL NO. 2021-9. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez)
An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City-Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

Publication Date – April 12, 2021

CONSIDERATION OF BILL NO. 2021-10. ADOPTION OF ORDINANCE NO. 2021-____. (Mayor Webber)
An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

Publication Date – April 12, 2021

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Governing Body
March 31, 2021

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Minutes of the
Regular Meeting of the Governing Body
Wednesday, March 31, 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, March 31, 2021, at approximately 4:04 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Lindell.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Romero-Wirth.

4. INVOCATION

The Invocation was led by Councilor Abeyta.

Councilor Garcia noted today is the birthday of Sefaud Chavez' birthday and want to remember him and the remarkable legacy that he left for us to work toward and strive for. He said, "We cannot seek achievement for ourselves and forget about progress and prosperity for our community."

Councilor Romero-Wirth remembered the victims of mass shooting in Colorado and Officer Kelly, born and raised in Albuquerque, and gave his life in the line of duty at that shooting and prayers for his family and friends. It was absolutely horrific. It raises our conscience about the need for gun control.

Councilor Vigil Coppler gave condolences to the family of Eloisa Block, who comes from a long-time family in Santa Fe. She was very involved in politics. She was very revered with many friends and a nice large family. Many, including her will miss Eloisa.

Councilor Villarreal also remembered Eloisa Block. Her grandchildren expressed to her how much they missed their grandmother and how much she meant to them.

She also took a moment to recognize the life of George Floyd since it has been over a year since he was killed and currently seeing the trial. Our country's soul is on trial right now to determine the outcome. She put out prayers for justice for George Floyd and his family.

Mayor Webber remembered the family of David Soules down in Las Cruces. The family is a phenomenal group of public servants, whose dad and sister are strong advocates for energy and renewable resources and his other brother a state senator. His death was a real loss and Mayor Webber's personal thoughts go to his family for all their contributions.

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
Mary McCoy, Finance Department Director
Alexandra Ladd, Affordable Housing Director
Rich Brown, Economic and Community Development Director
Andrea Salazar, Assistant City Attorney
Sally Paez, Assistant City Attorney
Jennifer Faubion, Council Liaison
Ben Valdez, Deputy Chief of Police
Jason Kluck, Assistant Planning and Land Use Director
Regina Wheeler, Public Works Director
Brian Williams, Interim OEM Director

Romella Glorioso-Moss, Public Works Project Administrator,
Elias Isaacson, Planning and Land Use Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Mayor Webber said an item was placed on the agenda that was a redundancy for the resolution for housing that is coming through committee process and should be stricken from this agenda. Secondly, he asked to postpone the streetlight conversion contract for two weeks and take it up at next meeting for terms of the contract. (Item 10-g)

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the agenda as amended with items 10(g) and 11(c) removed.**

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 item 10(a) be pulled for discussion.

Councilor Garcia requested Item 10(c) be pulled for discussion.

Councilor Rivera requested Item 10(m) be pulled for discussion.

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the Consent Calendar as amended with items 10(a), 10(d), and 10(m) removed for discussion.**

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

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

Against: None.

8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting – March 10, 2021

MOTION: Councilor Lindell moved, seconded by Councilor /Cassutt-Sanchez, to approve the minutes of March 10, 2021 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

a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Brian Williams, Interim Emergency Management Director, bgwilliams@santafenm.gov, 955-6537) **INFORMATION ONLY**

Manager LaPan Hill announced that today is Kyra Ochoa's birthday, and she is not in attendance.

Regarding vaccinations, she said anyone over 18 is eligible now so the City is crossing the threshold. Anyone can get a shot who wants one. All Staff are eligible. She urged everyone to make sure they are registered on the DOH site.

Since last week, we are in a race between vaccinations and the variants. The City went 21 days without a case and, as of today, we have been forfeited among the employees. It is all going well but if we had only one outbreak, we would have to shut down. We are being thoughtful about reopening. We will spend more time with the proclamation later.

Councilor Garcia thanked her for the report. From EDAC, he asked when the Committee could meet in person. Perhaps we can now enter a hybrid meeting in a place like the Convention Center with social distancing. Where are we in that process?

Manager LaPan Hill said the City is engaged in reopening to work. The next 60 days is the process to make sure we stay in turquoise. But she was unable to commit to a date at this time. There is value with hybrid meetings, but she didn't want to lose other members.

Ms. McSherry added that masks would be required, if that is something the Governing Body thinks would be possible. We can still meet remotely, and masks are a difficulty for meeting in person.

Councilor Garcia didn't think that would be a problem for the Governing Body, whatever it takes. He could commit to that.

Ms. McSherry said she was not suggesting anyone would refuse, but how to communicate with masks on might be a problem.

Manager LaPan Hill agreed and wondered whether the public would all wear masks.

Councilor Cassutt-Sanchez said Councilors are getting a lot of feedback with more tourists coming in without masks and complaints about not wearing them on the Plaza. She asked what the responses are to that.

Chief Padilla replied that when a call comes to the dispatch center, police can respond if they nearby and not tied up with another call. That could mean minutes or hours. The officers on bicycles will return to the Plaza in May.

Councilor Cassutt-Sanchez wanted to make sure we are on top of things. Other states are lifting mask mandates and people from elsewhere need to understand our City rules.

Director Randall said Tourism is trying to reinforce it with hotels to inform guests about the need for masks and providing masks at each Visitor Center at $2 each. Signage is also being stepped up. Breckenridge has a lot of signage up that say, "love this place, cover your face". He didn't see more than 1-2 people up there without a mask and we need to put signs up in popular places and increase awareness to them.

Councilor Cassutt-Sanchez appreciated that. We are feeling a lot better, but variants are coming in and we don't know exactly what vaccinations mean for them. We also need our businesses to thrive and still need to keep up enforcement.

She asked how Staff are being vaccinated.

Manager LaPan Hill said it is an ongoing conversation. As of today, everyone has access to the vaccine. Public Safety was first and some Administrative Staff. We are pushing it and it is open to all Staff members.

Councilor Cassutt-Sanchez was happy to hear that and that administrative time to do that is offered.

Ms. Bustos-Mihelcic reported the Arts Commission, and our Arts and Culture Department are working on art installations that highlight wearing masks and a social media campaign featuring residents from all markets to stress the importance. The temporary installation of art in the Plaza will happen in the next two weeks with a little video release. She is wearing her mask because of the campaign.

Councilor Rivera heard our Emergency Manager resigned to take another job and asked who might take over.

Manager LaPan Hill said his last day was March 26 to be with his wife in Colorado. Brian Williams is serving as Acting Director.

Mayor Webber said he has already conducted emergency training and as Director Randall mentioned, masks are available at all visitor centers and at City Hall. Director Williams is working hard to get the safety material out where it will do the most good.

Mr. Williams said Operation Face Mask is moving along smoothly, primarily starting with libraries and recreation centers and to all departments for anyone who has contact with public with a package of masks to give out.

b. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Presentation Topic: RFEI / Solicitation Next Steps. (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, Daniel Hernandez, Project Director at Proyecto LLC) **INFORMATION ONLY**

Ms. Bustos-Mihelcic shared the caption for this presentation and noted Director Brown, Ms. Salazar and Daniel Hernandez were present.

Director Brown presented a report on the process. A memo was in the packet, outlining the process and when it would work. Since January, he has provided updates, and this is a pivotal time for us. We have an opportunity to take advantage of incremental zoning to increase land value

and put before the Governing Body for approval. The RFEI is about building a framework in the Master Development process. We will come to the Governing Body every two weeks as we move forward.

Mr. Hernandez reviewed the visual presentation. This is a pivotal moment with ideas and strategies moving forward over the last few months. He briefly reviewed the events and activities during January, February, and March. He then covered what the team is doing now. He reviewed the goals that were already approved and talked about incremental investment decisions as they move forward. He listed the next steps and displayed two websites to use. He stood for questions.

Councilor Cassutt-Sanchez was in favor of doing away with RFEI but allowing the community to respond to this. She agreed this is a difficult decision and appreciated the concerns about time balancing being expeditious but clear and thorough. In the RFEI, there were partners, and she did not remember all of them. There might be some who would like to continue to work on this. She asked if this decision would close the door on operating with any of those partners.

Director Brown said all former proposals and proposers can be reengaged with the process.

Councilor Cassutt-Sanchez pointed out that some partners were part of other teams and she considered them valuable local partners. She asked why the Governing Body in approving a contractor to work through the zoning would go through a resolution.

Director Brown said he is open for direction and looking for a local project manager to be on board who could help with that. Director Isaacson could speak to it.

Director Isaacson explained that the Code allows the Governing Body to issue a resolution directing Staff on what to do with the Midtown property, to be an advocate, or bring in a third party on certain tasks. Those options are available.

Sally Paez added a nuance that it is important to separate it from being reviewed in the Land Use Department. The first step in rezoning it to take it to the Planning Commission. They review the analysis from Land Use Staff and make a recommendation regarding whether the proposal meets the criteria in the Code. The Governing Body can get an objective analysis from Land Use Department Staff. We still have same process for the City as we do for a developer. Another alternative that could be explored rather than an outside consultant, would be a City Project Manager to analyze the project and take it through its steps.

Councilor Cassutt-Sanchez asked if the mentioned internal project manager is a City Staff member or a contractor.

Director Brown said that still needs to come to Governing Body if we want money for a budget. “There are well qualified people in the dugout.”

Councilor Cassutt-Sanchez had zoning questions and wanted to look at the Midtown Link Overlay.

Director Isaacson explained there are several commercial zoning designations available. C-5 would limit the number and qualifying projects that could be considered. The Overlay District requires underlying zoning to be added.

Councilor Cassutt-Sanchez thanked him. Interplay between community engagement and where opportunity for new zoning- He understood there were a couple of opportunities under the zoning and master plan regarding zoning. Getting feedback and how the balancing occurs – taking the time for proper engagement and doing the work on it.

Director Isaacson said the update at the next meeting on April 15, will be the Land Use focus and a better opportunity to explain the property. The concept came out of charette done last year.

Councilor Cassutt-Sanchez had questions on mobile access, etc. and surrounding neighborhoods with people parking on the street trying to get into Midtown. The other was on financing which was one of the pieces without much information. She asked when we can get that information.

Director Brown did not know the exact date but is on the agenda for a presentation on finance and will talk about public/private financing.

Councilor Abeyta noted that canceling the RFEI puts it back in our hands and the kinds of financing it will require. Breaking it down in these 9 categories helps. Although a Master Developer didn’t work out, we learned a lot in development of this property. He commended Staff for their work.

Councilor Garcia said this is the kind of avenue he hoped we would go down with incremental steps and community input to turn this into a gem, not just of the City but of the southwest. We were told today we would have three decisions before us. And we would be able to make the decision. This is a significant investment of the City with contractors hired to rezone, hire new project staff, demolition, upgrades, and rebuilding. We set a dangerous precedent by not formally adopting the steps to take. With this process, he asked what stops the City from doing things without approval of the

Governing Body on A, B, or C, the way it is presented to us. He asked if the City ever before invested millions of dollars without Governing Body approval.

Director Brown said that at the next meeting, we will put up two resolutions for a Governing Body vote - talking about the ultimate goal of master development. Regarding the cancelation of RFEI, he could not go further without review and approval. So the Governing Body will not be excluded from any approval process. The slides today may have looked like a binary approval, but the resolution says we must make it in the Master Developer process. He asked Ms. Salazar or Ms. McSherry if that was incorrect.

Councilor Garcia appreciated that. In handling the cancelation of RFEI, while most Councilors were in favor, the Governing Body didn't get briefed on any conversations with the other applicants who might have been willing to go forward with the RFEI process.

Director Brown could not discuss that in public and it may need to be in closed session.

Ms. McSherry agreed. The Governing Body could not talk about the proposals themselves but could talk about process.

Director Brown said they did contact all of them to determine their interest and let them know our processes. He did receive responses from some of them, and he knew some had responded to the press.

Councilor Garcia asked if anyone expressed interest in RFEI process and continuing with it.

Ms. McSherry cautioned that he could say whether any were still interested and whether some were interested in other processes.

Director Brown said he did not get into negotiations with any of them with their proposal. Based on our nine months of work, this was the next step. We decided to move forward without approving any proposal. It doesn't rule out the proposal idea but cancels the RFEI process. No one has been excluded from an opportunity to develop a new contract.

Councilor Garcia asked if any of them expressed interest in going forward with the RFEI process.

Director Brown agreed.

Councilor Garcia suggested that if the City explored the opportunity, we could have saved money to develop to the best it can be, working with

community and using City resources the best we can. He appreciated the information and looked forward to the next presentation, now that we are taking the ball back into our court.

Councilor Villarreal felt the RFEI was a confusing model to the public and use of a Master Developer never clarified how community participation would be done. It was her request to hire a project manager to support Staff – not that Mr. Burnett didn't do a great job. Sean Moody also has a lot on his plate. So we need a go-to person, especially by the tenants on temporary activities or uses on the campus while this is going on. She had questions on C-2 zoning also and a need for it to be explicitly stated. She liked that they could explore others.

She asked how this would work in parallel with the planning process. She had proposed using the Master Plan process for the Railyard. Buildings exist at Midtown but not at the Railyard. We have guidelines already but there are barriers and opportunities. It feels like a Master Plan model. Her desire was to see what it looks like and to be sure we are communicating with tenants to let them know they are important and will be included in the process.

She had other questions on how the zoning would work and whether to ask Staff to take that role. Thanks to Staff for meeting with us and resolving those sticking points.

Councilor Vigil Coppler went back to the decision tree for Midtown. Like Councilor Garcia, she was under the impression this would come to Governing Body for a vote. That was always the response when she asked it. She restated the three options and noted they had much discussion on what each of the three choices were and she was surprised it did not come back to Governing Body for a vote. The Governing Body is the major decider, and this is an important decision. It is the process and the role of the Governing Body for policy decisions. She was disappointed this is happening.

Regarding the other option of doing it ourselves, and what would be required, there were questions on zoning and the Master Plan. Her notes said it would take years and now had only 16-18 months. She asked how to compare those two answers and what changed.

Mr. Hernandez said one of them was given by the Master Developer for entire site. It also included the Land Use rezoning process, but he was not clear on the time frame Councilor Vigil Coppler mentioned.

Director Isaacson said one timeline was presented by RFEI and it was 18 months. He thought it could be done sooner than that. It could be but where

we are now with rezoning itself could be a shorter time frame. KDC had proposed a very long timeframe.

Councilor Vigil Coppler clarified that she was referring to the decision tree and different options. The Staff answer was that it would take years and now that timeframe is 16-19 months that came from Land Use.

Director Isaacson said he was not part of that presentation on duration. There are several individual components here that could be done sooner, using parallel tracks.

Ms. McSherry commented on the decision tree that all those decisions were possible for the Governing Body. When Director Brown presented in February, it was to refresh memory of everyone back to 2018. Selling was not an option then. The two options are still within Governing Body authority.

Councilor Vigil Coppler was just commenting on the responses which were either tonight's date or April 15. She was interested in this also because it is in her district. Local firms are shown on page two of the memo and asked how they would be solicited and whether it was open to the public.

Director Brown said there will be an RFP for Governing Body review and approval. He wanted to make clear that the RFP could not be limited to local developers and would be brought here first.

Councilor Vigil Coppler understood the RFP could not ask specifically for local firms. She asked if the RFP could give preferences for local entities.

Director Brown agreed.

Ms. Salazar clarified that in soliciting for a project manager to move forward, the City can do a local preference and could also hire a person as Staff to be the manager, which would not require an RFP.

Councilor Vigil Coppler asked who would decide that and how. She also asked if it would be announced internally first if a person were to be hired.

Director Brown said if an internal Staff person were hired, it would go through a formal application process and if outside, an RFP process would be used.

Councilor Vigil Coppler asked Mayor Webber if he was meeting with KDC about this process.

Mayor Webber was not aware of a scheduled meeting with KDC at this moment. He knew they wanted to be in communication but couldn't answer

that without a calendar before him whether such a meeting had been scheduled. The termination decision was mutual. And they expressed a desire to stay in touch.

Councilor Vigil Coppler asked about what it would cost and knew it was a moving target and was not sure when it would be known.

Mayor Webber was not sure anyone could answer that.

Director Brown said they would uncover the cost as they go along and agreed there are many moving parts. He said they would know by end of May.

Councilor Vigil Coppler asked for transparency on what we do. There will be even more questions after this meeting. In PWUC it was said by Director Brown that it takes away a big portion of his budget. So she asked how he will get that money back.

Director Brown said the Governing Body should keep in mind that any windfall is exempt from the Economic Development Department. And any coming in for Housing goes into the General Fund.

Councilor Vigil Coppler said Director Brown looked confident of getting the money from somewhere else.

Councilor Lindell thanked Director Brown for the decision tree Councilor Vigil Coppler talked about. We never really went through that. It was presented but Councilors did not weigh in on it and should. Those are the things for Director Brown to drive.

It would have been good to let the Governing Body decide on abandonment of RFEI. That took months and months to put together and cost lots of money and time. And much time and money were taken in answering that. We should not just shrug it off on those not chosen. She would like to know more explicitly the responses of the other applicants and what we told them before abandoning the RFEI. She didn't think the City is in any position to act as Master Developer on this project. She appreciated the clarity of the memo. Our people don't have the capacity to take on such large projects. She questioned if one project manager would be enough. KDC had a massive team here and got together with local people. They clearly spent hundreds and hundreds of hours and she was concerned to just abandon a project so many people invested hours and hours into.

She didn't see the bandwidth to ask people to complete it. Staff are already burdened. She didn't understand why we would not choose to work with one of the other applicants on all these activities to get it completed and

open the RFEI back up to the original applicants and how this would benefit us. Our Staff are under a phenomenal amount of pressure all the time and to ask them to take on such sizable jobs is fair. We've already spent years on this. The previous administration spent 2-3 years on it, and we are racking up more cost every day. She was worried about that and worried we are asking far too much from our Staff. If not realistic, we need to figure out something else to do.

Councilor Romero-Wirth thanked Staff for the memo well in advance of the meeting so Councilors could look it over and for the chance to meet with Staff with our questions. One thing to cover is how to characterize what we learned in the RFEI process. We did learn things and it was not a complete waste and some proposals presented will still be good to consider.

Director Brown said he came onboard in October 2019, but Mr. Hernandez was there when the RFEI was being formed. What he took away is that many issues were uncovered that we knew were there. And the City hoped the Developer would work through them. But with the pandemic, that collapsed. We were unsure how to address the unfilled needs. This was an educational institution on an R-5 zone that needed to be C-2. There was only one power box!

Mr. Hernandez added that all of us must consider what the RFEI was for. There was great interest in redevelopment. But the unprecedented pandemic undermined everything and everyone's economic assumptions about it. We knew the priorities to get ready and highly prioritized what we needed to do to incentivize developers. Maybe that strategy was no longer viable. Investment was needed for the value of the property. So we needed to maximize the opportunity. We wanted to be specific about what we want to be able to say about what we are looking for. It did cost time and resources but now we will be ready for development.

Councilor Romero-Wirth agreed we need to consider the pandemic and how it affected the investment risk. We had a Master Developer with deep pockets who said they could not do it now. We must get the site ready with investments that we can recover down the road in this very important property. The kinds of things we can do are investing in our future. She also realized the project is enormous and under the best of circumstances, still takes time. The bond on the property we need to think of as an investment to keep control of it for how to develop it down the road and shape the work on it.

We will still get developer investments and public resources. Hopefully, when the Governor signs the capital outlay, we will see places to draw money from to help with funding for what needs to happen here.

Mayor Webber asked her about the different pockets.

Director Brown said there are opportunity funds that invest in land - both real estate and infrastructure. We are working with Mr. Hernandez on ways for TID and other investment ideas that could come to the table.

Councilor Romero-Wirth added private investment too.

Director Brown agreed. There are foundations to explore.

Councilor Romero-Wirth knew that with Director Brown canceling the RFEI, there would be questions. Maybe we were confused because we thought we were deciding on the decision tree. But the decision tree was to lay out different paths we could follow. In the 2018 resolution, the Governing Body gave authority to the City Manager. Director Brown was given the power and had the right to cancel the process.

Mayor Webber agreed.

Ms. McSherry clarified that in procurement such as RFEI, the Governing Body approves all contracts that result but not the selection of finalist or the cancelation.

Mayor Webber concluded it does not go against the procurement processes.

Ms. McSherry agreed.

Councilor Romero-Wirth asked, after we stepped away from RFEI, at what point the proposals would be made public, especially since they may come around again.

Ms. McSherry said Staff must look at each proposal and decide what they intend to do. We got advice from the State Ethics Commission on that matter. A new solicitation could be issued, and anyone who proposed before could choose to submit a new proposal.

Councilor Garcia thought Councilor Romero-Wirth's comment was a little misleading. We were told we were going to vote. That was on his calendar. "But we did not have the opportunity to make that decision; it was taken from us." He asked Director Brown who the ultimate decider was and who led him to make that decision.

Mayor Webber said those are two questions. One is on how we did not follow the process. Which took away from what Councilor Garcia thought was a vote. The second was on who made the decision.

Councilor Garcia said that was not his question. His question was who ultimately made the decision to cancel the RFEI.

Director Brown said he came to the City Council with two slides – one of which was the 2018 Resolution. And he asked Andrea Salazar to confirm that the decision was his. She confirmed it. It was his decision in his role as Economic Development Director to cancel the RFEI after consulting with the City Attorney and the City Manager.

Councilor Garcia wanted to understand that and thanked him. There was nothing to prevent us from voting, even symbolically, because when we get into a situation like this, taking away the opportunity for the Governing Body to vote on the matter, it is concerning. "It isn't in my District but right across the street and I am intensely invested in this project. The Governing Body needs to be included in this process but is being left out. It will take all of us working together to make this a successful project."

At 6:18, Mayor Webber said we should alert those who are waiting, that we are not finished with the afternoon agenda.

Mayor Webber had two points – our ability to change Project manager, and thanked Mr. Hernandez for his experience with development to bring to the project and understands the scale of the project. We all care deeply about it. He had made very few requests to the KDC team. One was to hire a Project Manager and the other for a Master Development Plan that could be taken to the community. They didn't take on either of those tasks, and it was from the pandemic that upset it all. So no internal Project Manager was hired, and no zoning change undertaken. How much it would cost is an interesting question as the City moves forward. But what was not asked was how much would return as the City takes on control of the site. He asked, if we had another Master Developer, and identified three parts to take on rapidly, one of which is very opportune, which is the Garson Studios. He asked who would have control of Garson Studios with a new Master Developer – either City or the Developer.

Ms. McSherry explained that all Master Developers had proposals for the whole site so they would have right of control of the site.

Mayor Webber concluded that the other projects would also be up to the Master Developer.

Director Brown agreed it was up to the Master Developer. But it also depended on the Master Development Plan.

Mayor Webber reasoned that we got $300,000 of their input but did not get a Project Manager, a rezoning proposal, and a Master Development. But with a new Master Developer, we would give up any expedited process and more community input. So in everything there is a tradeoff.

Director Brown said there is also a shareholder incentive with the Master Developer, so the City could push the timeline.

Mayor Webber agreed that we need a Project Manager on the ground as stated in the memo. The pace of development would be in the hands of the Master Developer and not the City's pace. All projects of this size are challenging and complex. But it is a beautiful opportunity to realize a City Center for many community aspirations, and the Governing Body will have a chance to examine all of them. The decision is sound, reached after thoughtful consideration, following the law and the methodology laid out and now it is up to us as a team.

Mayor Webber thanked Director Brown, Ms. Salazar, and Mr. Hernandez.

10. **CONSENT CALENDAR**

a. Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa Fe. Agreement Contains Agreed Upon Amendments to Year Two of a Three Year Agreement. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:

Quality of Life Committee: 03/17/21
Finance Committee: 03/22/21 Governing Body: 03/31/21

Ms. Bustos-Mihelcic read the caption for this discussion. Ben Valdez is available.

Councilor Vigil Coppler pulled this item for discussion.

Councilor Vigil Coppler asked about how much time and service are required in each classification - more or less.

Deputy Chief Valdez said the time of service did not change from the previous contract for years 1-2. They were starting year 1 with 1 year at day one and never completed the second year so we said on completion of 36 months they could receive a promotion to next level, etc.

Councilor Vigil Coppler understood it was no different than before.

Deputy Chief Valdez responded there was an adjustment for testing for Sergeant or Detective. They have done a great amount of recruiting. We wanted to track those out, depending on years of service and years with us. With the current contract, it could take longer for them if they want to transfer to come work for us. They could bring their experience with them and be tested for the position. For the Sergeant portion, it was three years as a police officer. The first year is on probation. He didn't know if that was enough time to know all the policies to be advanced to Supervisor.

Councilor Vigil Coppler said it sounds like the Department gives an equal edge of internal people as those coming in. Her other question was time to submit an appeal.

Deputy Chief Valdez >said the City Manager can respond to it within 15 days, with a recommendation. At that point, the recommendation of the City Manager could be agreed to or not agreed to and could meet with the union on it. They would have to present their protest and explain why they disagreed with the recommendation. The policy gives a five-day period for the officer and union to clarify it.

Councilor Vigil Coppler appreciated the answers.

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve the Collective Bargaining Agreement as presented.**

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

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

Against: None.

b. CONSIDERATION OF RESOLUTION NO. 2021-19. (Councilor Romero-Wirth, Councilor Cassutt-Sanchez, Councilor Lindell, Councilor Rivera, and Councilor Villarreal)
A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840 and Jennifer Faubion, Council Liaison, jrbaubion@santafenm.gov, 955-6033)
COMMITTEE REVIEW:
Quality of Life Committee: 03/17/21

Finance Committee: 03/22/21
Governing Body: 03/31/21

c. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,800,000 for FY21 to Fund Current Year Allocations from the Affordable Housing Trust Fund to the Recommended Floor of $3 Million Per Year. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171 and Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:
Finance Committee: 03/22/2021
Public Works & Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

Councilor Garcia pulled this item for Discussion.

Ms. Bustos-Mihelcic read the caption for this item and noted that Director Ladd and Director McCoy were available.

Councilor Garcia asked how long we have to spend that money.

Director Ladd said the intent was to expend it before end of the fiscal year so that we start each year with $3 million.

Councilor Garcia asked, at end of the fiscal year, if the City must spend all of it or not.

Director McCoy clarified that this is a Trust Fund and if the allocation is not spent by June 30, it reverts and could be reappropriated for future years.

Councilor Garcia thanked her. There are already intentions for investment in property by the City. He asked if the City is going to purchase property within the next couple of months.

Director Ladd replied that the intention is to deploy the funds as soon as possible to mitigate the looming eviction crisis with impacts on both those housed and those not housed. We've been in conversations with those doing due diligence with properties and try to replicate the Santa Fe SWEEP model for rentals for currently homeless people. There will be no shortcuts and we will follow our own processes and funds will be considered equity in the property so the owner could recycle revenues back into the property for more robust services.

Councilor Garcia asked what the mechanism is for getting the money out.

Director Ladd said it is a standard RFP and the Governing Body makes the final approval.

Councilor Garcia hoped this process continues and how ultimately, we improve housing for people in Santa Fe.

Councilor Villarreal felt it is an important investment and needed for our community. CDC has played an instrumental role in this. She wanted to recognize that with many facets of the resolution. She wanted to make sure the public understands where this funding comes from.

Director McCoy said the funding is from the AHTF balances generated by fees in lieu and the experience of economic growth this fiscal year. The amount from the trust fund is $300,000 and from the General Fund from GRT above what was projected, which is $1.5 million. so a total of $1.8 million. She clarified that it is additional GRT expected - not reserves but new money.

Councilor Villarreal went back to her memo in Finance. It needs clarification on a misleading statement. In the Section talking about the Governing Body revisions to the zoning ordinance and increased revenue from Fee In Lieu of. We have not seen what impact it has garnered of additional revenue. She supported that change and wanted to understand what impact the change in the ordinance has made and how much it has garnered since it was changed.

Director Ladd said the changes in 2019 increased the amount of the fee by 20% per year. The majority of the $1.4 million were projects put in before the 2019 changes were made. The most recent amendment was to ensure the fee was increased for compliance and more market-friendly for collecting some provision of onsite AH projects.

Councilor Villarreal rescinded that it was not a result of the change but because there was already more money in the pipeline. Also, it did not state in the memo the role of CDC who not only supported Staff on prioritizing but also CDBG so we. She asked to please make a note that CDC needs to be part of that solution.

Director Ladd thanked Councilor Villarreal. She probably should have clarified that our standard process was always through the CDC.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the requested Budget Amendment Resolution as presented.

Discussion on the Motion:

Mayor Webber thought it was a good point about the pipeline. We had many meetings with the inclusionary zoning ordinance on whether this was to be removed. Developers don't do well with uncertainty. And the revision of that ordinance clarified direction and new ways people could interact with the City. The stepped increase in Fee in Lieu of yields more AH units. It is a dynamic situation on trying to make the process work.

Director Ladd agreed. That explains it very well. Developers delayed until they knew if it was a viable policy.

Mayor Webber said Director McCoy and her team did a great job getting through the pandemic with continued progress through the pandemic, to get more revenue.

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 Garcia asked to explain his vote. Thanks for passing it unanimously. That shows how much we care about it. We should always support it.

d. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $290,000 from General Fund Reserves to Parks Service Contracts. MelissaMcDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840)
COMMITTEE REVIEW:
Finance Committee: 03/22/2021
Public Works & Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

e. Request for Approval of Sole Source Purchase of Explosive Ordinance Disposal Robot from Northrop Grumman, Remotec, Inc. $305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program; New Mexico Department of Homeland Security and Emergency Management. (Brian Williams, Interim Emergency Management Director, bgwilliams@santafenm.gov, 955-6537)
COMMITTEE REVIEW:
Public Safety Committee: 03/xx/2021
Quality of Life Committee: 03/17/2021

Finance Committee: 03/22/2021
Governing Body: 03/31/2021

f. Request Approval of Budget Amendment Resolution (BAR) to Correct FY21 Engineering Budget for Duplicate Payment to Louis Berger Group in the Amount of $67,945.22 for the Arroyo Chamiso Crossing Project. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Finance Committee: 03/22/2021
Public Works & Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

g. Request Approval of the Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs not to exceed $421,185 inclusive of New Mexico Gross Receipt Tax (NMGRT). (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622) **COMMITTEE REVIEW:**
Public Works & Utilities Committee: 03/8/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

This item was postponed under Approval of the Agenda.

h. Request Approval of a Cooperative Funding Agreement (CFA) with the United States Bureau of Reclamation (USBR) for Environmental Permitting Services in Support of the San Juan Chama Return Flow Pipeline Project. Contract No. 20-WC-40-866 Will Provide Technical Expertise for the City and USBR to Complete the Environmental Assessment Under the National Environmental Policy Act (NEPA) Guidelines. (William Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)

1. Request for Approval of Budget Amendment Resolution (BAR).

COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

i. Request for the Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $569,885 for the Budget Transfer of Community Service Division Youth Staff Positions and Operating Budget to the Recreation Division. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603)

COMMITTEE REVIEW:
Quality of Life Committee: 03/17/2021

Finance Committee: 03/22/2021
Governing Body: 03/31/2021

j. Request for Approval of Amendment No. 2 to Professional Service Agreement (PSA) #19-0234 with Carollo Engineers, Inc. for Environmental Permitting Services in Support of the San Juan Chama Return Flow Pipeline Project. (Bill Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)
1. Request for Approval of Budget Amendment Resolution (BAR).
COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

k. Request for Approval for Amendment No. 4 to Advanced Utility System's Contract to Continue the Upgrade of the Utility Billing Division Billing System in the Amount of $1,048,402 Excluding New Mexico Gross Receipt Tax (NMGRT). (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)
COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

l. Request for Approval of a Budget Adjustment Resolution (BAR) to Fund the Advanced Utility's System through FY20/21 in the Total Amount of $325,313. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)
COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

m. Request for Approval of Amendment No. 3 to New Mexico Department of Transportation Funding Agreement, CN S100460 (Munis Contract No. 3200847) Extending Termination Date from April 30, 2021 to September 15, 2021 for CIP 801B Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. (Romella Glorioso-Moss, Public Works Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)
COMMITTEE REVIEW:
Finance Committee: 03/22/2021
Public Works & Utilities Committee: 03/29/2021

Councilor Rivera pulled this item for discussion.

Ms. Bustos-Mihelcic read the caption and Ms. Glorioso-Moss was present.

Councilor Rivera asked Ms. Moss when the groundbreaking would take place. It has been in the works for years.

Ms. Glorioso-Moss explained the efforts resulted in the design being finished on time and for the property in May or June they would break ground.

Councilor Rivera asked if any of those steps could cause delay in construction.

Ms. Glorioso-Moss said construction is anticipated in the fall.

Councilor Rivera asked if working all this time, we still have five parcels to purchase.

Ms. Glorioso-Moss agreed. We paid for the ROW but there are issues with NMDOT to move forward. Before we can use the funding to purchase these parcels, NMDOT needs to clarify how much they will pay. She believed NMDOT would approve this.

Councilor Rivera would like to know of any further delays by email.

Ms. Glorioso-Moss agreed to do that. It needs to be finished by September 15 or lose the funding.

MOTION: **Councilor Rivera moved, seconded by Councilor Villarreal, to approve the third amendment to the NMDOT funding agreement as presented.**

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

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

Against: None.

AMENDMENT TO THE AGENDA

Councilor Rivera thought we should go to evening agenda and not keep petitioners waiting longer.

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to amend the agenda by suspending the afternoon agenda and proceeding to finish the evening session entirely before returning to the afternoon agenda.

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

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

Against: None.

The Governing Body went directly to the Evening Session at 7:10 p.m.

After completing the Evening Session agenda, The Governing Body returned to this part of the Afternoon Session at 7:30 pm.

11. **DISCUSSION/ACTION ITEMS**

a. Request for the Approval of a Restated and Amended Joint Powers Agreement (JPA) Establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and Among the Incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the Sovereign Governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director, kamason@santafenm.gov, 955-6704)

COMMITTEE REVIEW:

Quality of Life Committee: 07/1/20
Finance Committee: 03/1/21
Quality of Life Committee: 03/17/2021
Governing Body: 03/31/2021

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to approve the Restated and Amended Joint Powers

Agreement for the Regional Coalition of Los Alamos National Laboratories Communities (RCLC) as presented.

Discussion on the Motion:

Director Williams deferred to the two Coalition members to present information.

Councilor Garcia introduced the guests - Javier Sanchez, (Mayor of Española) and David Izraelevitz (Los Alamos County Council) were present, as Coalition member guests.

Mayor Sanchez thanked Mayor Webber and Councilors for this opportunity. It is important to let you know where we have been. He used an analogy that Land Use Director Isaacson used with a wedding cake as a way to bring people together. The foundation is collaboration and unity with local communities and governments from Taos to the Santa Fe Valley. He deferred to Councilor David Izraelevitz after raising issues.

Councilor Izraelevitz explained the purpose of RCLC with an analogy to entities like the Municipal League with interests in common, working as a unified voice with a Congressional delegation. RCLC looks for areas of common interest and uses that to inform the communities and work with congressional delegation and Legislature. Uppermost is the cleaning of Legacy waste at LANL and advocate for increased funding to do that; others include economic development, local business promotion and work force promotion, education that leads to Lab employment for local colleges and universities. That is the mission. He invited questions for RCLC – and being respectful of Governing Body time.

Mayor Sanchez said this is not about helping with cleanup. The issue of clean water and nuclear waste containment must be addressed with LANL and work together on it. The Beaver Report (about procurement procedure) is something we are here to fix – the procurement procedure of LANL to procure from counties other than Rio Arriba County and Santa Fe County. He said RCLC is working in the right direction and he ask for the Governing Body's support to work together on this project.

Mayor Webber reminded everyone that while there was a resolution for later on whether Santa Fe stays in RCLC or not, this is an amendment on the JPA regarding fiscal management of the organization and dealing with concerns on audit and fiscal responsibility. There will be another hearing down the road on how the Governing Body feels about membership in RCLC and address past failings.

Councilor Cassutt-Sanchez asked what a yes vote would mean.

Ms. McSherry said there are amendments to the restated JPA, and it is a large amendment. Not supporting the amendments would not get Santa Fe out of the Coalition.

Councilor Cassutt-Sanchez said it would be helpful if one of the guests could provide an overview of the amendments to the JPA and what they are intended to fix.

Councilor Izraelevitz said the major change allows RCLC to vote on a different fiscal agent than Los Alamos County for another entity. It doesn't allow debt or property and no employees are allowed. RCLC can lobby but only within constraints. It would define the fiscal year and subject the Coalition to the Open Meetings Act. It would include a termination process for a member to leave the Coalition. Many of those things were implicit but when reviewed, we decided to be more explicit on obligations and duties.

Councilor Cassutt-Sanchez asked about lobbying and grant requirements.

Councilor Izraelevitz explained that in the last decade, RCLC got a grant from DOE, with certain restrictions, for community outreach and not for lobbying. But funds from membership contributions could be used for lobbying. That requires keeping track of what is received and what is expended. That was a weakness in accounting on how each of the funds was being used.

Legal support outside of Los Alamos County was among the corrections made on activities that were problematic.

Councilor Cassutt-Sanchez asked if the JPA doesn't dictate positions in lobbying.

Councilor Izraelevitz agreed. The DOE grant is to provide dialogue on cleanup activities with community needs and buffers as a discussion forum among community members, contractors, government entities and allow a focused way to evaluate cleanup and other policies but not to advocate for changes in policy.

Councilor Cassutt-Sanchez asked for more information about the financial challenges and the ways they were addressing them.

Councilor Izraelevitz said the JPA addresses accounting policies, travel policies, etc. The Executive Director had to pay for his travel out of contracted funds. Every invoice must be approved by the Board. Monthly financial reports are presented every month and the ledger is shared so the Board can go over each and every transaction. It is completely transparent.

Mayor Sanchez related that he came on the Board when the changes were done, and it is apparent we need an external accountant and external audit. The JPA change allows us to choose another entity to be fiscal agent that makes it more apparent what finances are.

Councilor Izraelevitz said the JPA allows any member entity to serve as fiscal agent. He understood that it could also be a stand-alone fiscal agent but easier to have a member.

Councilor Cassutt-Sanchez asked if the City is the last member to sign the JPA.

Councilor Izraelevitz said nine members have signed and only the City of Santa Fe and Jemez Pueblo have not signed it.

Councilor Cassutt-Sanchez asked what the ramifications would be if Santa Fe did not approve it.

Councilor Izraelevitz said they would have to go back to Legal Counsel, (Nancy Long) to see if we stay with current JPA or the pleasure of the Board to take some other path. All the other members have seen the advantage of this revision. It is not a question of participating or not. And for the reasons stated, it is a better organization.

Councilor Cassutt-Sanchez appreciated that.

Councilor Vigil Coppler stated for the record that Santa Fe is at least one year behind in paying our dues. And we need to pay two years of dues.

Manager LaPan Hill stated that in the fall of 2020, the City paid our dues for both years. So it is already paid.

Councilor Vigil Coppler assumed the dues were based on the number of residents for the City and for the other members. She asked how that was done.

Councilor Izraelevitz said the dues went from $2,500 to $60,000 for Los Alamos and that has not changed since 2013.

Councilor Vigil Coppler asked if Santa Fe's dues were based on the number of City residents or upon residents working at LANL.

Councilor Izraelevitz clarified it was on the number of residents working at LANL – not the whole population. Los Alamos County has a higher percentage of workers than from Santa Fe.

Councilor Vigil Coppler asked if they used a survey of employees on where they live.

Councilor Izraelevitz said the assessments were agreed to in 2013 although minutes were not very specific and still there are more commuters than residents working at LANL but changes in last seven years are not reflected here.

Councilor Vigil Coppler knew there are people in Albuquerque who work at LANL and they are not members of the Coalition.

Councilor Izraelevitz agreed and noted that Sandoval County is also not a member.

Councilor Vigil Coppler said she did not have a red line version, so she did not know what the amendments are except what he said verbally. Nothing here shows what is new language, so it is hard to know what we are doing here tonight. She also wondered who would become the fiscal agent.

Councilor Izraelevitz said the JPA allows any member to be a fiscal agent. It could still be Los Alamos County but could be some other member.

Councilor Vigil Coppler thought she heard there was a high turnover in the Executive Director position.

Councilor Izraelevitz said Mr. Vasquez was the E.D. for two years We decided to change the position and Mr. Vasquez decided not to bid for that position and the Coalition has not attracted anyone else. So we have none at this point.

Councilor Vigil Coppler who in Santa Fe is the representative member now.
Councilor Izraelevitz said Henry Roybal is the Santa Fe County rep now.

Councilor Vigil Coppler thought $26,000 was owed and the Coalition chose not to collect it.

Councilor Izraelevitz said the amount was $8,000 and in discussion Nancy Long suggested the legal fees to pursue those funds would exceed $8,000 so the Board sent a letter from Ms. Long and we are waiting for resolution. Sometimes pursuing those are more costly that the amount owed. It was not in the Coalition's interest to pursue it further.

Councilor Vigil Coppler said concerning benefits of membership, that she has been on this Governing Body for three years and several years ago, Councilor Villarreal asked what the benefit was. She has yet to see a report on what the Coalition has done as a benefit. There has been no presentation. She was

glad to see both Coalition reps here tonight. But she didn't know of any benefit to the City. We've asked for reports and have not received them.

Mayor Sanchez acknowledged it was a failure on the Coalition's part and he was the first to recognize it. Each one of our members need to know what we are producing and recently he had a discussion at a recent Board meeting. Councilor Ives was one of the people from whom he learned why water is an important issue. It affects the City of Santa Fe tremendously and one of the uniting voices to address what LANL is doing to prevent water contamination.

Councilor Vigil Coppler understood that Santa Fe County had no report either. She pointed out that Commissioner Roybal is not on BDD Board. She had been on it and it was there that the lack of cooperation was mentioned. We need to provide safe water to the City and County and BDD. And this is the first discussion in three years on this organization. It is important and in practice, is not happening for the City of Santa Fe. She didn't think it is any different for Santa Fe County. We are not being adequately represented. It is not happening. This is something we pay for. She had not had a chance to express her opinion or her vote in the past. She thanked both of them for being here.

Mayor Sanchez said Councilor Vigil Coppler hit the nail on the head She recognized how crucial this. There couldn't be anything worse than removing oneself from the table and not having the voice, whether it is water quality, nuclear containment or clean up. He said the City does have a voice in Councilor Garcia who represents the City now. This is the opportunity for Santa Fe to have that voice through Councilor Garcia.

Councilor Romero-Wirth thanked Mayor Sanchez for the red line version sent last week and Director Williams for sending it to Councilors for tonight. This corrects fiscal and governance issues that have plagued this Coalition and we paid our dues to the end of this calendar year. Since we are a member, she didn't know why we wouldn't support this Coalition getting its house in order. We are helping this organization to which we are members to correct things from the past that have plagued them. She looked forward to considering Councilor Villarreal's resolution on membership and the value of being a member or not. She had talked with David Coss and Jay Cogburn, who spoke tonight in evaluating whether to stay or not. She did move to approve the amendments to support making things run better and later we can talk about the benefit of being a member.

Councilor Villarreal said this process has been exhausting. There is confusion in what it means to consider the JPA or withdrawing as a member. She had expressed concerns about the JPA amendments since last year in July. It has never been explained why their response has been so long. She had asked lots of questions already to find out what the City get out of this and what has

been accomplished in the last eleven years and did not get straight answers. She had asked about the red line version in the Quality-of-Life Committee. We didn't see it and she asked for tracked changes. She appreciated the Legal Office for getting that for us, but that should have been their job to do it. She did not get the bylaws until two hours before the meeting. Those things are connected.

While it might have been worthwhile in 2010 to be part of the Coalition, we have not had a very good track record. Why not look at a new model. We have not been impactful. It is misleading in sections – that we share a common interest. Yet we have an imbalance in what funds this. Los Alamos County provides 80% of the funding. Producing plutonium pits doesn't fit our common interest. On LANL's mission, there is no reciprocity in what we have stated in our resolutions which are diametrically opposed.

There are many examples where our values have not aligned. How does our voice get heard since it hasn't in the past ten years? These changes to the JPA to possibly make things explicit is appreciated and for Councilor Ives trying to make them more explicit. But the JPA doesn't support our City's interest. It has not been since it started. She was also concerned in the JPA that says this shall be perpetual except when a party decides to withdraw. So that means it will never be evaluated. That is problematic. Why would we want the agreement to be perpetual? It also said no withdrawing member would get a refund of dues. So there are many things she didn't agree with in the JPA. It is not clear how RCLC really has any influence over LANL or DOE. So she didn't think the Governing Body should approve it just to go along to get along.

She agreed the City needs to have a seat at the table. Former Mayor David Coss said we are sitting at the kiddy table, not the main table. So we cannot express any clout and affect our delegation. Maintaining our membership through this JPA does not make sense and is not a worthwhile endeavor. She would have introduced a resolution to withdraw sooner. We should consider other coalition models, and this doesn't work for us. There are other ways to express our opinions on what we think is important.

Mayor Webber noted one issue she raised was perpetuity and whether the JPA, as a document, puts things in there that we don't intend for ourselves. Obviously, we would take the other issue up when the resolution is introduced whether it delivers on things we care about.

Councilor Izraelevitz said it was correct that the original JPA said it was perpetual unless terminated by mutual partners. That why it is perpetual and subject to change. The dues clarification was done by Attorney Nancy Long. A person no longer on the Coalition suggested some changes that were really just for clarification. So we have contracts for accounting, audit, and legal services.

Mayor Sanchez addressed the concern about the influence the Coalition has. The influence grows as RCLC grows. One thing we accomplished is greater diversification of power. Our new Chair is from Taos. Española is seeking a greater role and we have heard a greater voice in Councilor Garcia. When we go to Washington DC, we are allowed to lobby as elected officials. We met with Senator Udall and Senator Heinrich last time to go with us to DOE. That is part of the influence we bring. This is the first time he has heard from the City of Santa Fe and that is our faut to find out what Santa Fe is interested in achieving.

Councilor Vigil Coppler said she had gotten several emails purporting to be a redline version and she was not sure what she was looking at anymore. It looked like a whole new JPA although she guessed it is not. She asked who wrote it and why the Governing Body couldn't have received an underlined version of what changed. She was not sure what she was voting on.

Councilor Izrelevitz was not sure who wrote it and didn't have in front of him what Councilor Vigil Coppler has. Los Alamos County provided a red-line version when we were changing it. He had a red line version that he presumed was identical with the other red line documents. That was where he derived his summary.

Councilor Vigil Coppler called it an opinion piece to respond to each question but is not a redline version of the JPA. She didn't know what the changes were and whether that summary was in the JPA.

She appreciated Councilor Villarreal's analogy of sitting at the kiddy table, but we don't have anyone with authority at the table. And RCLC doing what they need. There are serious issues with water and LANL involvement in that. We have not had good representation on that.

It is important for us to get out what we need from this group and we cannot identify what is changed here. We have been very specific about what we expect from RCLC and our values about waste. This is opposite of that and doesn't help us get there. She didn't know if RCLC has ever seen what we have done. She didn't see the value or what the changes here are.

Councilor Lindell said this is a little confusing. Many of us are focused on the introduction that Councilor Villarreal has tonight. This item may improve what we currently have but, as our representative on RCLC, she asked Councilor Garcia for his opinion on the direction this Coalition is going at this time and the work the Board is doing. Much like Councilor Vigil Coppler, she has been here longer and has not heard one report from that Board. She asked for a quick update.

Councilor Garcia said his experience with RCLC is 13 months in. When he stepped into the role, RCLC was cleaning up a big mess that happened and one change was this JPA after the investigations for RCLC to be considered a viable entity. There are processes in place now that had been most problematic. He saw the Coalition needing to step up regarding cleanup efforts and saw that as a future for the organization. It is hard to focus on everything and make sure they are still viable.

He apologized for not giving reports and offered to provide reports at whatever frequency the Governing Body wants. He wanted to update his colleagues as much as possible. If we stay, and he is the representative, he would happily provide those updates. There is still much work to be done and the City could step in to ensure it gets done. The perspective he had was what was published in the newspaper in the last few years. But he had no tangible experience with the Coalition.

Mayor Webber had two separate issues. We have the JPA, and he gathered it has been in the works for some time. There was a significant cleanup in the organization and a lot of what JPA amendments do is to back up the changes needed, like the McHard Report. There is also the larger question on membership and Councilor Villarreal's resolution does that. Those are two separate issues. Does voting on the JPA without considering the larger question make sense to clean up without prejudging whether we stay or go? Is there a way to give a recommendation by parsing it out?

Councilor Garcia saw the JPA working as a tool. If a system is broken, tools are needed to fix it. The revisions are those tools to improve the system. The larger question at hand is the value in discussion later on Councilor Villarreal's resolution and that discussion is needed.

He is a strong advocate for the environment, not only where LANL sits but we need to work together on an even greater scope than Taos to Santa Fe valley. We need to ensure accountability. We need to ensure our voice is heard and environment protected. We need to do everything necessary so that cleanup is done. Either we agree to the rules prior, or the rules proposed now. These changes will sharpen the tools further. If it isn't RCLC, we need to have a seat at a body that can. He was just the individual appointed to sit at the table by the Mayor's appointment. And he would be a conduit back and forth.

Mayor Webber opined that was a good statement to the extent he distinguished between tool and philosophy. And he thanked Councilor Villarreal for putting it on the table.

Councilor Villarreal – the tool is still not sharp enough and the JPA position is not what we support. Mayor Coss was once the Chair and made trips to DC, but the voice fell on deaf ears and we are actually spending more money on

pit production now and less money on clean up. So the tool is not sharp enough with the changes in the JPA.
Vote at 8:57 pm
Councilor Garcia – abstained.
Councilor Lindell – no
Councilor Rivera- no
Councilor Romero-Wirth – yes
Councilor Vigil Coppler -no
Councilor Villarreal -no
Roman - no
Councilor Cassutt-Sanchez – yes and she wanted to explain her vote.
Mayor yes and wanted to explain his vote. 3-5

VOTE: **The motion to approve the Restated and Amended Joint Powers Agreement for the Regional Coalition of Los Alamos National Laboratories Communities (RCLC) as presented, failed 3-5 on the following Roll Call vote:**

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

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

Against: None. Councilor Garcia abstained.

Councilor Cassutt-Sanchez explained that she voted yes for the JPA and looked at red line version and how they are working with fiscal changes. Whether we align with the organization was not the question. She looked forward to having those discussion and felt it will take lots of energy and discussion.

Mayor Webber would say much the same. How you frame the question guides how you would vote. He absolutely supports improvement for a more accountable and transparent way of doing business, without regard to larger issues of the day on LANL and its impact on our community. It was simply a vote for good government in an organization we currently belong to seems a straightforward proposition and was not Councilor Villarreal's resolution to be introduced. We should not support the old JPA. He asked Ms. McSherry if we need another motion.

Ms. McSherry thought no other motion was needed.

Mayor Webber thanked the guests for coming, come any time to visit us. You are always welcome.

b. **Request to Publish Notice of Public Hearing on April 28, 2021.**

Consideration of Bill No. 2021-8. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987; Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/2021
Finance Committee: 04/5/21
Governing Body (Public Hearing): 4/28/21

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

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to waive Committee introduction of this matter.**

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

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

Against: None. Councilor Lindell was excused from this vote.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve the request to publish notice of Public Hearing for the Independent Salary Commission.**

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-____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, and Councilor Lindell)
A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)
COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body: 4/28/21

This item was stricken from the Agenda under Approval of the Agenda.

d. **Request to Publish Notice of Public Hearing on April 28, 2021.**
Consideration of Bill No. 2021-9. An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez) (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)
COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21
Ms. Bustos-Mihelcic read the caption.

Mr. Guillen clarified that this Bill was introduced at the Governing Body meeting on January 27, 2021.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the request to publish notice of Public Hearing regarding Bill No 2021-9 as presented.

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

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

Against: None.

e. **Request to Publish Notice of Public Hearing on April 28, 2021.**
Consideration of Bill No. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)
COMMITTEE REVIEW:
Public Works & Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

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

Mr. Guillen clarified that this bill was introduced at the Governing Body meeting on February 11, 2021.

MOTION: **Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the request to publish notice of Public Hearing regarding Bill No 2021-20 as presented.**

Discussion on the Motion:

Councilor Villarreal said she heard at the CDC meeting and the Committee had lots of questions on the section that remained unclear, and she didn't know if those were fixed. She wanted to see if Director Brown could respond. She didn't think they were corrected yet.

Director Brown said he forwarded those questions to Director Randall to incorporate but he didn't have the document and didn't' see Director Randall here.

Councilor Villarreal asked him to send those responses here to make sure they are dealt with.

Director Brown agreed to do that.

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.

f. CONSIDERATION OF RESOLUTION NO. 2021-20. (Mayor Webber) A Resolution Extending the State of Emergency as Proclaimed by the Mayor on March 29, 2021 by Fifty-Four (54) Days, Expiring at Noon on May 24, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Resolution extending the State of Emergency as presented.

Discussion on the Motion:

Mayor Webber said he was trying to stay current with the pandemic and State's response.

Councilor Cassutt-Sanchez asked about what the City is doing about employee testing. She was concerned that Staff members are coming into a safe environment and getting that information to test on a regular basis.

Manager LaPan Hill said testing is an ongoing, evolving process. That policy was shared with all Staff groups on March 2. It is less about crisis and hopefully part of our reentry to work. The requested extensions are to make sure we are taking into consideration the impact on all employees. We were targeting to begin the reentry process at the beginning of April and maintaining open communications. As we

navigate this environment, we will see the number of employees needing testing continue to shrink and working hard to get it to that place as ongoing maintenance to ensure employees are safe. We are still in turquoise as we look to reopen. We don't want to reopen prematurely. She hoped that answered her question.

Councilor Cassutt-Sanchez said it did. She knew vaccinated employees were not required to test but we should allow them to test voluntarily. With a smaller population, how we could do that.

Mayor Webber thought Manager LaPan Hill articulated well our interest to have employees safe and for pubic to feel safe when interacting with our Staff. We want everyone to stay safe. Testing has not become irrelevant, and it is free.

Councilor Cassutt-Sanchez wanted to confirm if we have a positive test, we still have administrative leave for them.

Ms. Salazar said that was correct.

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

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

Against: None.

12. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill yielded her time.

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry announced today is Mr. Guillen's sixth anniversary with the City.

She said Marcos Martinez is the lead attorney on the telecom case and was successful in challenging the State and Nation to defend our position in the future.

She recommended the executive session for discussion on Santa Fe Estates.

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 the Land Known as "Santa Fe Estates", Including Las Estrellas at Santa Fe Estates. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Councilor Rivera moved/Councilor Lindell to go into exec session to discuss the matters listed on the agenda and recommended by the City Attorney.

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to go into closed executive session to discuss the matters listed on the agenda and 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 9:27 pm.

The Governing Body returned from executive session at 11:21 pm.

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

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

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

Against: None.

14. MATTERS FROM THE CITY CLERK

There were no matters from the City Clerk.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Cassutt-Sanchez said “Get your vaccinations. Have a good night.”

Councilor Romero-Wirth said, “Wear your mask. Good night.”

Councilor Lindell gave a shout out to our lobbyist, Mark Duran, who did a magnificent job communicating to us what he worked on and what was going on at the Roundhouse. He does a really good job for the City and wanted to publicly thank him for a good job.

Councilor Rivera wished a happy birthday to his granddaughter which was on March 29 and for his wife’s birthday on Saturday and his sister’s birthday which is on Monday.

Councilor Garcia asked people to make sure and watch out for the Easter bunny this weekend and as Councilor Cassutt-Sanchez urged folks, to get your shots.

Councilor Vigil Coppler said regarding the legislature, that she lobbied for the fire fighters’ bill and was glad to say it passed and is on the Governor’s desk.
She was curious on the resolution for priorities at Legislature when one of our top priorities was pulled off. She asked if that should that have come back to the Governing Body to discuss for the future.

Councilor Abeyta introduced an ordinance amending several sections of Chapter 14 related to family transfers.

Councilor Villarreal introduced a resolution withdrawing the City of Santa Fe from the Regional Coalition of LANL Communities.

Mayor Webber introduced a resolution establishing a work plan to improve access for Affordable Housing opportunities for residents of Santa Fe, with cosponsors already listed and goal to not have it be waived.

There were no other communications with the Governing Body at 11:27 p.m.

EVENING SESSION - 7:10 P.M.

16. **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 JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

17. **PETITIONS FROM THE FLOOR**

Mayor Webber asked petitioners to raise hands.

Stefanie Beninato didn't see anything on her human rights violation, the City wanted a hearing instead of mediation. She wondered when the City will turn off the Christmas lights at the Plaza. When watering potted plants, she asked the City to use ristras. For recreation programs, she pointed out that lifeguards will be needed when Fort Marcy closes. We need more lifeguards.

Jay Cogburn commented on the JPA for Coalition of LANL Communities. One minute is not adequate for public comment. State Departments give three minutes and public comments should be at the beginning of the Council meeting.
The Regional Coalition is a failure. It purports to be an effective lobbyist for mission. But since it came into existence, the $1.9 billion nuclear project has been increased by another billion. On clean up, the Coalition actually stands in the way by supporting a 2016 order. He wished the Council well.

Miles Conway – Santa Fe Homebuilders Association, thanks the Council for following the decision tree forest in taking back local control of the Midtown campus and our local principles. He looked forward to being part of the process. Please seek legal counsel on all these big developments for local contractors and local financing. Not only for Midtown but also for Las Estrellas for local industry to participate. Construction may not continue at this pace much longer.

Greg Mello addressed the JPA with RCLC and pointed out the City cannot control what RCLC can do. It is at mercy of its main funder (the Lab). So the City's independent ability to exercise is cut off and has no effect in Washington DC. The Lab and RCLC don't know the plans at LANL because the Lab has not even shared it with the Los Alamos County Council.

Rachel Thompson on the Report on Vaccinations, said she has run into people in their 60's and 70's with underlying conditions who have no appointment yet. She feels like it is not going as well as people expected. She thought we were making efficient use of the vaccines we have. She is hoping for a large-scale vaccination

event at the Convention Center. It doesn't do the job to say everyone can get one without having an appointment.

Joanie Ahrens, cofounder of Concerned Citizens for Nuclear Safety advocating for safety on transportation of nuclear waste to the WIPP site. Please vote to reject the JPA and withdraw from the Coalition. We had similar results from Rocky Flats and thanks for your time, dedication, and fine work.

Michael Barrio thanked the Council for their incredible work with funding of AHTF. He cares deeply about it and was grateful for their work on this important issue.

There were no other petitions from the floor.

18. **APPOINTMENTS**

a. Capital Improvements Advisory Committee

- Gayla Bechtol – Appointment – Term Ending 12/2022
- Janet Clow – Appointment – Term Ending 12/2022
- Miles Conway – Appointment – Term Ending 12/2022
- Oralynn Guerrerortiz – Appointment – Term Ending 12/2022
- Ruth Hamilton – Appointment – Term Ending12/2022
- Brian Lewis – Reappointment – Term Ending 12/2022
- Matthew O'Reilly – Appointment – Term Ending 12/2022
- Isaac "Ike" Pino – Reappointment – Term Ending 12/2022
- John Michael Salazar – Appointment – Term Ending 12/2022

Ms. Bustos-Mihelcic read the appointments for the CIAC.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the appointments to the Capital Improvements Advisory Committee as presented.

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

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

Against: None.

b. Mayor's Committee on Disability

- J. Eli Fresquez III – Appointment – Term Ending 1/2025
- Kendra Garcia – Reappointment – Term Ending 1/2025
- Kathlyne Gish – Reappointment – Term Ending 1/2025

- Aurore Bleck – Reappointment – Term Ending 1/2025

Ms. Bustos-Mihelcic read the appointments for the Mayor's Committee on Disability.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt-Sanchez, to approve the appointments to the Mayor's Committee on Disability as presented.

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

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

Against: None.

c. Veteran's Advisory Board
   - Richard Christensen – Recruiting Services – Reappointment – Term Ending 5/2022
   - Kenneth Dettelbach – Housing Service – Reappointment – Term Ending 5/2022
   - Dorothy M. Seaton – Financial Services – Reappointment – Term Ending 5/2022

Ms. Bustos-Mihelcic read the appointments for the Veteran's Advisory Board.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Vigil Coppler, to approve the appointments to the Veteran's Advisory Board as presented.

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

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

Against: None.

19. **PUBLIC HEARINGS**

There were no public hearings on the agenda.

The Governing Body returned to the remainder of the Afternoon Session at 7:30 pm. as noted above.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:28 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

21. **UPCOMING PUBLIC HEARINGS**

Special Governing Body Meeting – April 6, 2021 – Zia Station
Special Governing Body Meeting – April 8, 2021 – Zia Station

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of $57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department; (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710).

Committee Review:
Finance Committee Meeting: 3/22/2021
Quality of Life: 04/07/2021
Governing Body: 04/14/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Garcia removed this item from the consent agenda. Councilor Garcia recused himself from this item due to a conflict of interest.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

o) Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of $57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department; (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710).

Committee Review:

Finance Committee Meeting: 3/22/2021
Quality of Life: 04/07/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on consent

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: March 8, 2021

TO: Quality of Life Committee
Finance Committee
Governing Body

VIA: Kyra Ochoa, Community Services Department Director Kyra Ochoa
Gino Rinaldi, Division of Senior Services Director

FROM: Anya Alarid, Senior Services Program Manager

ITEM AND ISSUE:
Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of $57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department ; Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:

In February 2021, the New Mexico Aging and Long-Term Services Department and Senior Services Bureau reviewed the budgetary status of state fund allocations of all programs as they relate to fiscal year 2021. Based off the first two-quarter expenditures and expenditure projections the contract has been reduced by $57,579 and will be distributed as follows; a budget decrease of $13,519 for the Foster Grandparent Program, $35,597 for the Senior Companion Program, and $8,463 to the Retired Senior Volunteer Program.

Due to the Covid-19 pandemic, the Senior Volunteer Programs have not been able to operate in a fully functional manner. In normal circumstances, a portion of the state funding would have been expended after the first two quarters for mileage reimbursement, AARP driver safety courses, volunteer uniforms, etc. We will continue to strive to adjust and modify our programs during these unprecedented times and resume normal volunteer services once it is safe to do so.

CONTRACT NUMBER:
The FY21 Munis contract number is 3201926

FUNDING SOURCE:

The funding source is:
Fund Name/Number: SENCITZGRT/Fund 241
Munis Org Name/Number: Senior Volunteer Programs/2410116

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

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#21-624-4000-0024**
AMENDMENT No. 01

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 2, Compensation, is hereby amended to read as follows:

2. Compensation.

A. The Procuring Agency shall pay to the Contractor per Attachment 2, Budget a **decrease** of **($13,519.00) for Foster Grandparent Program (FGP), a decrease of ($35,597.00) for the Senior Companion Program, and a decrease of ($8,463.00) for RSVP. No changes to the Scope of Work.** A total **decrease** in compensation for FY21 of **($57,579.00)** including GRT and expenses. The total contract compensation including this amendment will not exceed $246,421.00.

All other articles to remain the same.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Katrina Hotrum-Lopez, Cabinet Secretary
Aging and Long-Term Services Department

By: _____ Date: _____
Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

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

By: _____ Date: _____
Kristine Bustos-Mihelcic, City Clerk

By: Marcos Martinez Date: Mar 10, 2021
Marcos Martinez (Mar 10, 2021 08:13 MST)
Marcos Martinez, Senior Assistant City Attorney

By: _____ Date: _____
Mary McCoy, Finance Director

Attachment 2
BUDGET
Contract # 21-624-4000-0024-01
CITY OF SANTA FE
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract amendment is to amend funding for FY21 as follows:

PROGRAM	**AMOUNT**
Foster Grandparent Program	$72,120.00
Senior Companion Program	$125,864.00
RSVP	$48,437.00

The total amount payable under this Contract shall not exceed $246,421.00.

Services will be provided to ALTSD-approved participants every month of the contract year in Santa Fe County.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201926**

Contractor: **State of New Mexico- Aging and Long Term Services Department**

Description: **Administer the Senior Volunteer Programs- Foster Grandparent Program, Senior Companion Program, and the Retired Senior Volunteer Program**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **07/01/20** Term End Date: **06/30/21**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

The City of Santa Fe, Division of Senior Services has been receiving grant funds from the State of New Mexico over 20+ years to administer the Senior Volunteer Programs. This will be an amendment to the original contract with a decrease of $57,579.

3. **Procurement History:** _____

Fran Dawaway (Mar 12, 2021 07:55 MST) Mar 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: 13-1-98 A. state agency to local public body (entity to entity)

4. **Funding Source:** **State of New Mexico** **Org / Object:** **2410116/490240**

Alexis Lotero (Mar 10, 2021 18:07 MST) Mar 10, 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: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging and Long Term Services Department

Procurement Title: Amendment to Senior Services Intergovernmental Agreement

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

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

Department Requesting Community/Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☐	☑	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☐	☑	All documentation presented to Committees
☐	☑	Other:

Anya Alarid — Program Manager — 03/08/21

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

Fran Dunaway (Mar 12, 2021 07:55 MST)

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

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

Amendment to Volunteer Program State Contract

Final Audit Report 2021-03-10

Created:	2021-03-10
By:	Anya Alarid (aalarid@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArat2w57-rCsVkUpEfqyku4qVwA4KItSh

"Amendment to Volunteer Program State Contract" History

Document created by Anya Alarid (aalarid@ci.santa-fe.nm.us)
2021-03-10 - 8:16:49 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@ci.santa-fe.nm.us) for signature
2021-03-10 - 8:17:31 PM GMT

Email viewed by Kyra Ochoa (krochoa@ci.santa-fe.nm.us)
2021-03-10 - 8:29:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Kyra Ochoa (krochoa@ci.santa-fe.nm.us)
Signature Date: 2021-03-10 - 8:30:03 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-10 - 8:30:03 PM GMT

POWERED BY Adobe Sign

GB SENIORS VOLUNTEER PROGRAM GRANT

Final Audit Report 2021-03-12

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmTVL3AJJg1NhCXeHYwvB4g5TGgUcEE2z

"GB SENIORS VOLUNTEER PROGRAM GRANT" History

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2021-03-10 - 9:45:23 PM GMT

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2021-03-11 - 1:04:23 AM GMT- IP address: 104.47.64.254

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Signature Date: 2021-03-11 - 1:07:18 AM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-11 - 1:07:19 AM GMT

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2021-03-12 - 2:52:40 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 2:55:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-12 - 2:55:12 PM GMT

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ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for the Approval of Contract Amendment No.1 for Professional Service Contracts to Change the Scope of Work for YouthWorks; (Julie Sanchez, Youth & Family Services Division Director: jjsanchez@santafenm.gov,505-955-6678)

Committee Review:
Finance Committee: 3/22/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

p) Request for the Approval of Contract Amendment No.1 for Professional Service Contracts to Change the Scope of Work for YouthWorks; (Julie Sanchez, Youth & Family Services Division Director: jjsanchez@santafenm.gov,505-955-6678)

Committee Review:
Finance Committee: 3/22/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

FINANCE COMMITTEE ACTION:

Approved on discussion

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: **February 18, 2021**

TO: **Alan Webber, Mayor and City Council**
Quality of Life Committee and Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for the Approval of Contract Amendment for Professional Service Contract – Change of Scope of Work for YouthWorks; (Julie Sanchez, jjsanchez@santafenm.gov and 505-570-7355)

BACKGROUND AND SUMMARY:
The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The Commission which was recently merged with the Regional Juvenile Justice Board administers its CYFD funding to agencies looking to impact and prevent youth crime in the Santa Fe region. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on the need.

A human error caused the billing amounts to not match what was awarded by CYFD, the scope of service change reflects the billing amounts awarded by CYFD:

a. Serve 34 youth clients
b. Serve 34 youth clients with Intake/Assessment x $65.00 per youth
c. Provide 306 hours of Case Management at $40.00 per hour
d. Provide 136 hours of Family Support x $40.00 per hour
e. Provide 100 Home Visits x $40.00 per visit
f. Provide 34 Discharge Plans x $75.00 per youth

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Juvenile Justice Subcommittee of the Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

CONTRACT NUMBER:
Munis Contract # 3202277

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Juvenile Justice Fund/Fund 223
Munis Org Name/Number: Juvenile Justice/2230123
Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:
The Community Services Department and Youth and Family Services Division respectfully requests your review and approval.

Signature: Julie Sanchez (Feb 18, 2021 15:47 MST)

Email: jjsanchez@santafenm.gov

Memo YouthWorks JJ Amendment 1

Final Audit Report 2021-02-18

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnhgLEKE_7CFII6aISGJhoXYeeZjE4Xac

"Memo YouthWorks JJ Amendment 1" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 10:03:38 PM GMT- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-18 - 10:04:09 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-18 - 10:47:22 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-18 - 10:47:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-18 - 10:47:55 PM GMT

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
 # 20-0556

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **YOUTHWORKS** (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 following: For each fiscal year, YouthWorks will provide Intensive Community Monitoring services to high-risk youth up to age 21.

B. Pursuant to Article 14 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 WORK

Article 1, Subparagraph A, paragraph 1 of the Agreement is amended to reflect an adjusted rate increase. Article 1, Subparagraph A, paragraph 1 reads in it's entirety as follows:

The Contractor shall perform the following work:

1) Provide CYFD outlined services in Intensive Community Monitoring:

a. Serve 34 youth clients
b. Serve 34 youth clients with Intake/Assessment x $65.00 per youth
c. Provide 306 hours of Case Management at $40.00 per hour
d. Provide 136 hours of Family Support x $40.00 per hour

e. Provide 100 Home Visits x $40.00 per visit
f. Provide 34 Discharge Plans x $75.00 per youth

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
YouthWorks

Melyssa Schuyler Exec. Director
NAME & TITLE

Date: 02/02/2021

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2230123.510340 AL
MUNIS ORG/OBJ AL

Item#20-0556

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **YOUTHWORKS**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

Program Categories	CYFD Priority Area
☐ Strengthening Families	Delinquency Prevention
☒ Intensive Community Monitoring	Alternatives to Detention
☐ Gender Specific ☐ Girls ☐ Boys	Gender Specific Services

A. The Contractor shall perform the following work:

1) Provide CYFD outlined services in Intensive Community Monitoring:

a. Serve 40 youth clients

b. Provide 40 youth clients with Intake/Assessment x $55.25 per youth

c. Provide 306 hours of Case Management x $40.00 per hour

d. Provide 136 hours of Family Support x $40.00 per hour

e. Provide 100 visits of Home Visit x $40.00 per hour

f. Provide 40 Discharge Plans x $63.75 per youth

2) Possible bi-monthly presentation to the Regional Juvenile Justice Board on the progress of the program.

3) Ensure as appropriate, that providers serving underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American including

serving low to very low-income households are trained on racial equity, inclusion and responsiveness.

B. *Performance Measures.*

1) Contractor shall substantially perform the following based on Intensive Community Monitoring:

a. Decrease of five percent (5%) in negative criminal behavior;
b. Increase of five percent (5%) in grades, attendance and overall behavior in school
c. or educational setting;
d. Decreased number of contacts made with each client;
e. Number of clients who successfully complete the program requirements; and
f. Reduced recidivism six (6) months after exiting the program

C. *Deliverables:*

1) Monthly program invoices due by the 10th of each month

2) Completed CYFD Data Collection Log which includes:

a. Individualized Client ID

b. Activity Log

c. Youth Registry

d. Other Program Specific Measurements as outlined by CYFD

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Santa Fe Regional Juvenile Justice Board in obtaining its goal(s) as set forth in its Strategic Plan and program outputs.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY21, up to a total of twenty-six thousand four hundred forty four dollars ($26,440.00).

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY22, up to a total of twenty six thousand four hundred forty four dollars ($26,440).

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY23, up to a total of twenty six thousand four hundred forty four dollars ($26,440).

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY24, up to a total of twenty six thousand four

hundred forty four dollars ($26,440).

E. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($105,760.00).

F. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the

City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. 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.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event

that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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

25. 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.

26. 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.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@santafenm.gov].

To the Contractor: [Melynn Schuyler, 1000 Cordova Pl., #415, Santa Fe, NM 87505, 505-989-1855, melynn@santafeyouthworks.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 10th of the month. Reports shall include the following:

A. Total Amount of funds received via the program invoice, amount of funds received that were expended for program via the program invoice; CYFD required activity log, youth registry and program specific measures; a weekly update report to Santa Fe Probation and Parole may also be required. Although not mandatory agencies or representatives may be required to attend the bi-monthly, RJJB meetings to report on program progress. Other reporting may be required as requested by DIVISION, DEPARTMENT or the BOARD.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER
MAYOR

DATE: Nov 5, 2020

CONTRACTOR:
YOUTHWORKS

NAME:
TITLE: Executive Director

DATE: 09/18/2020

CRS# 02-471161-00-6
REGISTRATION# City lic. # 222597

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020

CITY ATTORNEY'S OFFICE: GC

Marcos Martinez
Marcos Martinez (Sep 16, 2020 15:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR
2230123.510340
Business Unit Line Item AL

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Works

Procurement Title: RFP20/21/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Community Services Staff Name George Carrasco

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☐	RFP
☒	☐	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

George Carrasco | Project Administrator | 2/18/21

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

Fran Dunaway

Fran Dunaway (Mar 12, 2021 08:05 MST)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202277

Contractor: Youth Works

Description: Intensive Community Monitoring youth who are at risk of juvenile offenses.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: July 1, 2020 Term End Date: June 30, 2024

☑ Approved by Council Date: October 28, 2020

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 20-0556

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: Change of rates for services

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

3. Procurement History: RFP 20/21/P

Fran Dalaway (Mar 12, 2021 08:05 MST) Mar 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 1 to existing RFP 20/21/P EXP 6/30/2024

4. Funding Source: Juvenile Justice Fund Org / Object: 2230123.510340

Alexis Lotero (Mar 10, 2021 18:57 MST) Mar 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: George Carrasco Phone # 505-231-4317

Email: gccarrasco@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: November 25, 2020

Expiration Date: November 25, 2021

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

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

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Selective
INSURED Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505	INSURER B : 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S2305636	7/2/2020	7/2/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S2305636	7/2/2020	7/2/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			S2305636	7/2/2020	7/2/2021	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Property			S2305636	7/2/2020	7/2/2021		
A	Professional Liab.			S2305636	7/2/2020	7/2/2021		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2020 - 8/15/2020

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Signature: Kyra Ochoa
Kyra Ochoa (Mar 3, 2021 14:58 MST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT

Final Audit Report 2021-03-03

Created:	2021-03-03
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhz_jBGI3FKVPggJ8LpcNUdx5Rp537j5S

"GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT" History

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Agreement completed.
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GB COMM HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT

Final Audit Report 2021-03-12

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By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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Transaction ID:	CBJCHBCAABAAUZRGXMPK6TEhK5tIZx-6IZ3uhHfp8jjK

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Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 3:05:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-12 - 3:05:58 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

f) Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs for up to $421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:

Public Works and Utilities Committee: 3/8/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

FINANCE COMMITTEE ACTION:

Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8e Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights in City Limits to LEDs for up to $421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622) **Committee Review:** Public Works and Utilities Committee: 3/8/21 Finance Committee: 3/22/21 Governing Body: 3/31/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved Unanimously to forward to 3/22/2021 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: **February 8, 2021**

TO: **Governing Body, Finance Committee and Public Works Committee**

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

ITEM AND ACTION:
Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights to LEDs for up to $421,185.00 including NMGRT.
Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

BACKGROUND AND SUMMARY:
Street lights play an important role in making roadways safe for pedestrians, bicyclists and drivers. Most of the street lights in the City of Santa Fe are high pressure sodium (HPS) luminaires which are an old technology with a short lifespan, high failure rate and high electricity use. By converting street lights to LEDs, the reliability will be improved and electricity use reduced by approximately 60%.

PNM owns approximately 2060 of the approximately 5550 street lights in the City of Santa Fe. PNM, Dalkia and the City are working together to convert all of the streetlights in the City in one 9 month project which includes a community driven design process and approval by Governing Body of the lighting design prior to implementation. Streetlight conversion projects by PNM are regulated by PRC Rate 20 and the latest version (attached) provides regulatory flexibility for PNM to gain approval for additional fixtures as needed to meet community guided lighting design. Schedule A attached to the PNM contract is included for the purpose of validating the fee for conversion, but is not an exhaustive list of the light fixtures that PNM can utilize in the project. The LED luminaires to be installed on PNM streetlights will be consistent with the wattage and color of the luminaire to be installed on the City's lights as stated in the attached letter from PNM.

The City currently pays PNM, according to Rate 20, approximately $620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents on all of these lights at an additional cost averaging $300,000 per year. After the conversion, PNM will perform routine maintenance and emergency maintenance only on the street lights owned by PNM and the City will not be billed for maintenance on PNM owned lights. A subsequent agreement will be established between PNM and the City specifically defining the changes in the relationship with PNM related to maintaining the City's street lights. The contract with Dalkia approved by Governing Body on February 24, 2021, includes both conversion and ongoing maintenance of City owned lights.

The estimated on-bill electric savings of converting all of the street lights in the City to LED is projected to be $550,000 per year. These savings will pay for the conversion of City owned street lights which is being funded by municipal financing. Municipal financing could not be used to fund the conversion of PNM owned street lights since the City doesn't own the asset. The fee for converting PNM's street lights to LEDs is established by the PRC and will be funded from the 2018 GRT Bond premium.

The lamps being removed will be recycled, and any hazardous waste managed properly by the PNM contractors.

PROCUREMENT METHOD:
The procurement method is exempt from procurement since PNM, the local electric utility company, owns these lights and PRC regulations define the conversion by PNM.

BUDGET:
The conversion of PNM owned street lights to LEDs is being paid from the 2018 GRT Bond premium.

$421,185.00 including NMGRT
Project string FA183200IA, Fund 335 Org/Object 3359980.572970

MUNIS CONTRACT NUMBER:
3202499 PNM

SCHEDULE:
Public Works Committee: 02/22/2021
Finance Committee: 03/01/2021
City Council: 03/10/2021

The project is scheduled for completion by December 30, 2021, which is nine months after the Notice To Proceed (NTP).

ATTACHMENTS:
Conversion agreement with PNM
Rate 20 Version 16
Letter from PNM stating commitment to community guided design implementation
Exhibit A – PNM Certificate of Insurance(s)
Exhibit B – City of Santa Fe Business License(s)
Summary of Contract Form
Other Procurement Method Form

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEW MEXICO

This Agreement for the Conversion of Streetlights Owned by the Public Service Company of New Mexico ("Agreement") is made and entered into this ___ th day of_____, 2021, by and between the Public Service Company of New Mexico ("PNM" or "Company"), a New Mexico Corporation, and the City of Santa Fe ("Santa Fe"), a municipal corporation (collectively, "Parties").

RECITALS

WHEREAS, PNM owns approximately 2057 streetlights located within the City of Santa Fe;

WHEREAS, the streetlights owned by the Company consist of legacy electric light generation methods, including, without limitation, incandescent, mercury vapor, and high pressure sodium lights;

WHEREAS, Santa Fe has asked PNM to convert the Company's existing streetlights into light-emitting diode ("LED") lights (the "LED Streetlight Conversion Project");

WHEREAS, the current agreements and rate tariffs between PNM and Santa Fe that govern the provision of electricity to and maintenance of streetlights are as follows:

(i) Public Service Company of New Mexico Electric Services 16th Revised Rate No. 20 Canceling 15th Revised Rate No. 20 (the "Rate Tariff');

(ii) Agreement for the Ongoing Incidental and Emergency Maintenance of the Street Lights Owned or Maintained by the City of Santa Fe dated _____, 2020 (replacing Street Lighting Agreement between PNM and Santa Fe dated October 23, 1948, and all such amendments, restatements or additional agreements thereto between Santa Fe and PNM).

WHEREAS, Santa Fe recognizes that the Rate Tariff may be changed through a future rate review proceeding before the New Mexico Public Regulation Commission and desires to proceed with the LED Conversion Project subject to costs that may be assessed by the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement;

WHEREAS, the Company, acting in its capacity as a regulated public utility at all times material hereto, will complete the LED Conversion Project and shall charge Santa Fe for costs

associated with the completion of the LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights and obligations arising from and related to the LED Conversion Project.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. PNM's Duties and Obligations.

a. PNM shall contract with and pay third-party contractors to complete the LED Conversion Project.

b. PNM will direct its contractors to acquire the LED lights needed for the LED Conversion Project.

c. PNM will coordinate with its contractors to convert the Company's existing streetlights located within Santa Fe to LED lights by, among other things, providing to its contractors an LED Light Conversion Schedule that will help facilitate the timely completion of the LED Conversion Project.

d. PNM will endeavor to consider Santa Fe's input regarding the LED Light Conversion Schedule, which will set forth the different phases of the LED Conversion Project, organized by the neighborhoods where the conversion of Company- owned streetlights will occur.

e. PNM will direct its contractors to coordinate the appropriate disposal of the old streetlights which will be removed and converted during the LED Conversion Project.

f. PNM will make a good faith effort to complete the LED Conversion Project within 5 months of the signing of this Agreement.

g. PNM will charge Santa Fe for the costs associated with the completion of the LED Conversion Project on a monthly basis in accordance with the terms and conditions of the Rate Tariff and this Agreement.

h. PNM will charge to Santa Fe any depreciated value for those poles or lights that need to be permanently removed for this LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement.

2. The Company's Work Limits. Notwithstanding anything to the contrary in this Agreement, PNM shall make a good faith effort to perform its duties and obligations hereunder but shall have no obligation to perform those duties or obligations to the extent that: (i) such duties or obligations would violate the work hours and limitations required by the Company's collective bargaining agreements and procurement contracts with vendors; or (ii) PNM needs to reallocate personnel that would otherwise perform the duties and obligations to address emergencies or other system needs or outages, within and outside of New Mexico, arising from or related to PNM's electrical service obligations, in PNM's sole discretion.

3. Santa Fe's Duties and Obligations.

a. Santa Fe agrees to issue a Purchase Order to PNM for the completion of the LED Conversion Project, which memorializes in writing Santa Fe's request that PNM convert all Company-owned streetlights to LED lights within the City of Santa Fe in accordance with the Rate Tariff and this Agreement. PNM will share with Santa Fe certain information regarding Company-owned streetlights, if needed, so that Santa Fe can prepare the Purchase Order contemplated by this Agreement. Such information includes the number of Company-owned streetlights, the geographic location of Company-owned streetlights, and the types of Company-owned streetlights, categorized by light wattage.

b. Santa Fe agrees to include within the Purchase Order the following information: (i) the number of PNM-owned streetlights Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project; and (ii) the types of PNM-owned streetlights categorized by light wattage that Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project. Schedule "A" to this Agreement provides a breakdown of PNM's existing streetlights, categorized by light type and light wattage, and lists the Company's installation allowance for each LED operational substitute, per the terms and conditions of the Rate Tariff and Appendix "A" thereto.

c. Santa Fe acknowledges and agrees that all Company-owned streetlights subject to the LED Conversion Project will be replaced with the approved LED operational substitutes listed in Appendix "A" to the Rate Tariff. Santa Fe further acknowledges and agrees that it shall be responsible for all costs associated with the LED Conversion Project which exceed the installation allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads.

d. Santa Fe agrees to pay the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement.

4. Charges, Payment and Late Payments.

a. Subsection (I)(a) of the Rate Tariff states that, "[u]pon request from the Customer, the Company shall convert or install Company owned street lighting fixtures at its own expense up to the limits provided by the [Rate Tariff], with any remaining expenses being the responsibility of the Customer."

b. Subsection (III)(A)(1)(a) of the Rate Tariff states that, "the Customer shall pay all costs for ... [a]ny conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in [the Rate Tariff] ".

c. Article V of the Rate Tariff allows PNM to recover "payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities."

d. The Parties agree that Subsections (I)(a) and (III)(A)(l)(a) of the Rate Tariff allow PNM to charge Santa Fe for all costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff.

e. The Parties further agree that Article V of the Rate Tariff allows PNM to recover payment from Santa Fe relevant to the Company's depreciated investment for any lamp and/or pole associated with the removal of PNM-owned lighting facilities.

f. The Parties further agree that PNM shall charge Santa Fe for the costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff and the costs associated with the Company's depreciated investment in accordance with the terms and conditions of the Rate Tariff.

g. Santa Fe agrees to pay PNM for all costs associated with the LED Conversion Project which exceed the allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads. PNM anticipates the City's total estimated cost of the LED Conversion Project to be approximately $421,185.00. **This is an estimate only, and shall be subject to true-up to the actual cost of the LED Conversion Project**. Nothing in this Agreement shall be interpreted as preventing PNM from billing the City in excess of this estimated amount, and nothing in this Agreement shall be interpreted as relieving the City of its payment obligations in the event the actual total cost of the LED Conversion Agreement exceeds this approximate amount.

h. All billing invoices submitted by PNM against Santa Fe's Purchase Order shall be paid by Santa Fe within 45 days after the date of receipt of the applicable

invoice, unless Santa Fe reasonably and in good faith disputes any invoiced amounts billed against the Purchase Order in accordance with the terms set forth in Section 5 (the "Disputed Amounts"). Except for Disputed Amounts, any amounts not paid after the 75th day following the date of receipt of the applicable invoice will bear interest at the annual rate of 8% or the highest rate allowed by law, whichever is lower, from such date to the date of full payment.

5. Payment Disputes. If Santa Fe disputes any invoiced amount for PNM's performance of the services contemplated herein, Santa Fe must give notice to PNM by the date that such invoiced amount is due and payable in accordance with Section 4(h), setting forth in reasonable detail the basis for the dispute. Upon Santa Fe timely giving notice of any Disputed Amount, the Parties shall refrain from pursuing any other rights or remedies at law or in equity with respect to such Disputed Amount until all commercially reasonable efforts to resolve such Disputed Amounts in accordance with Section 27 are pursued.

6. Taxes. If gross receipts taxes are payable with respect to the duties and obligations performed by PNM hereunder, Santa Fe will be responsible for reimbursing the Company for those gross receipts taxes.

7. Santa Fe's Representations and Warranties. Santa Fe represents and warrants to PNM that the following statements are true and correct as of the Effective Date of this Agreement:

a. There is no pending or threatened, suit, action, litigation, or proceeding against or affecting Santa Fe that affects the validity or enforceability of this Agreement.

b. Santa Fe is not in violation of any law promulgated or judgment entered into by any governmental authority that individually or in the aggregate would affect its performance of any of its obligations under this Agreement.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and Santa Fe's compliance with the terms and provisions hereof will not conflict with or result in a breach of, or require any consent under, Santa Fe's charter or other organizational documents, any law or regulation, or any order, injunction, or decree.

d. To the best of Santa Fe's knowledge, the information provided by Santa Fe relating to this Agreement and the LED Conversion Project is true, correct, and complete in every material respect and contains no untrue statement of material fact and does not omit a material fact that would otherwise make its statements contained in this Agreement misleading.

8. Term; Termination; Effect of Termination.

a. Term. Provided that this Agreement is not terminated earlier in accordance with the terms set forth in Section 8(6) hereof, the Term of this Agreement will be for twelve (12) months beginning on the Effective Date or until the completion of the LED Conversion Project, whichever occurs earlier (the "Term"). The 12-month Term does not modify or otherwise extend the City's obligation to timely pay PNM within 45 days after the date of receipt of PNM's billing invoices, as set forth in Section 4(h) of this Agreement.

b. Termination.

i. Termination for Convenience. Santa Fe may terminate this Agreement at any time during the Term for convenience by providing no less than 90 days ' prior written notice to PNM.

ii. Termination for Cause by Santa Fe. Santa Fe may terminate this Agreement immediately upon written notice to PNM upon the occurrence of any of the following circumstances:

A. PNM becoming insolvent or being unable to pay its debts in the ordinary course of its business; PNM filing a voluntary petition under applicable bankruptcy or other insolvency laws; a receiver being appointed for the business affairs of PNM; any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against PNM that is not dismissed within forty-five (45) days thereafter; PNM making an assignment for the benefit of creditors; or PNM liquidating or ceasing to do business as a going concern;

B. A material breach of this Agreement by PNM and such breach not being cured, to Santa Fe’s reasonable satisfaction, within thirty (30) days following notice thereof;

C. The failure of PNM to comply with applicable law in all material respects with regard to its obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof; or

D. The failure of PNM to maintain the insurance requirements set forth in Section 20.

iii. Termination for Cause by PNM. PNM may terminate this Agreement pursuant to this Section 8(b)(iii) immediately upon written notice to Santa Fe upon the occurrence of any of the following circumstances:

A. Santa Fe becoming insolvent or being unable to pay its debts in the ordinary course; Santa Fe filing a voluntary petition under applicable bankruptcy or other insolvency laws; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against Santa Fe that is not dismissed within forty-five (45) days thereafter;

B. A material breach of this Agreement by Santa Fe and such breach not being cured, to PNM's reasonable satisfaction, within thirty (30) days following notice thereof; or

C. The failure of Santa Fe to comply with applicable law in all material respects with respect to its respective obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof.

c. Effect of Termination of Expiration. Upon the termination or expiration of this Agreement, (i) PNM shall discontinue the performance of all of its duties and obligations under this Agreement and shall prepare and deliver a final invoice for all amounts accrued for tasks performed that have not yet been invoiced to Santa Fe, (ii) and Santa Fe shall promptly pay PNM all unpaid amounts owed and not disputed under this Agreement within forty-five (45) days after the later of the effective date of termination or the date of the final invoice, (iii) each party shall either return or destroy (at the other party's election) the other party's Confidential Information (as such term is defined below), (iv) if either party is in default under this Agreement, the non-defaulting party may exercise any other remedies available at law or in equity , all of which will be cumulative, and (v) Sections 3, 4, 9, 10, and 14 will survive.

9. Release. Santa Fe releases and forever discharges PNM and its agents, personnel, officers, directors, managers, and affiliates from all claims, demands, actions and causes of action, including claims of indemnity or contribution, relating directly or indirectly to (a) the LED Conversion Project; (b) any damage to Santa Fe property, except for damage caused by PNM's negligence, gross negligence, or willful misconduct; (c) any loss or damage arising in connection with any violation of law or applicable safety codes or standards by Santa Fe in connection with the LED Conversion Project; and (d) the failed abatement, remediation, removal, or disposal of any Hazardous Materials (as such term is defined below) arising or resulting from the LED Conversion Project, unless such Hazardous Materials were furnished or used by PNM in connection with its performance of the duties or obligations under this Agreement and in compliance with applicable law.

10. Confidentiality.

a. Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to another party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential.

b. Protection. Recipient may use Confidential Information of Discloser solely (A) to exercise its rights and perform its obligations under this Agreement; or (B) in connection with the parties' ongoing business relationship. Recipient will not use or disclose any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary Information of a similar nature but with no less than reasonable care.

c. Exceptions. Recipient's obligations under Section 10 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (A) was already known to Recipient at the time of disclosure by Discloser; (B) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (C) is, or through no fault of Recipient has become, generally available to the public; or (D) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11. Hazardous Materials. PNM shall have no responsibility for detection, abatement, remediation, removal or disposal of any substance, material, waste, gas or particulate matter, hazardous substance, pollutant or contamination that is regulated, listed, or identified under any law or that becomes regulated, listed, or identified under any law (collectively, "Hazardous Materials"), except for any Hazardous Materials furnished or used by PNM in connection with the performance of the Company's duties and obligations hereunder.

12. Regulatory Reporting and Cooperation. The parties acknowledge that PNM is regulated by the New Mexico Public Regulation Commission and may be regulated by other governmental agencies including the Federal Energy Regulatory Commission, and that PNM may have certain reporting requirements related to the Company's duties and obligations hereunder. Santa Fe shall maintain detailed and accurate records of the costs and activities related to the performance of its obligations under this Agreement and shall provide such records, together with

such other information or documents related to the LED Conversion Project as may be reasonably requested by PNM promptly upon request by PNM to the extent required in a regulatory proceeding. Santa Fe shall take such further actions and execute such further documents or instruments as may be reasonably requested by PNM that are reasonably related to PNM's regulatory compliance obligations with respect to the Company' s duties and obligations hereunder.

13. Subcontractors. PNM may use subcontractors in the performance of the Company's obligations under this Agreement.

14. Inspection of Public Records. PNM acknowledges that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978) ("Act") is received for materials relating to this Agreement, and provided that such materials are not exempt under the Act ("Exempted Materials"), Santa Fe is required to disclose those records. Santa Fe shall make a good faith effort to determine what materials are Exempted Materials and to not disclose Exempted Materials. Santa Fe shall, unless prohibited under the Act, provide PNM with immediate notice before any disclosure to allow PNM an opportunity, within the Act's fifteen day deadline, to initiate legal action to prevent the release of trade secret, proprietary data, or confidential data, or any other materials that to a reasonable person could be considered Exempted Materials, should PNM wish to do so. Notwithstanding anything to the contrary herein, with the exception of the Exempted Materials, Santa Fe shall not be responsible to PNM for any lawful disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over Santa Fe.

15. Joint Preparation. This Agreement shall be deemed to be jointly prepared. No provision in this Agreement shall be interpreted for or against any party because that party or its counsel drafted such provisions.

16. Time of Performance. This Agreement shall commence upon PNM beginning the work contemplated herein. PNM will endeavor to complete the LED Conversion Project within 5 months of the signing of this Agreement.

17. Authorized Representatives. Each party shall designate and shall have designated at all times one representative authorized to act and administer this Agreement of behalf of the designating party (each, an "Authorized Representative") and shall provide to the other party and update, if necessary, the name, address, telephone number, e-mail address, facsimile, and any other pertinent contact information (collectively, "Contact information") for its Authorized Representative. A party may replace its Authorized Representative by written notice to the other party. If a party desires to designate any additional authorized representatives, it shall specify the nature of the communications for which each such representative is authorized to act on the designating party's behalf. The contact information for each of the Parties' current authorized representatives is set forth on Schedule "B" to this Agreement. Neither party's Authorized Representative shall have any authority to amend, modify, or waive this Agreement or any provision hereof, but the Authorized Representatives may provide information where expressly specified herein or to the extent reasonably necessary for the parties' respective performance of their obligations hereunder.

18. Appropriations. Notwithstanding any other provision of this Agreement, the terms and conditions of this Agreement are contingent upon the Santa Fe City Council making the appropriations necessary for the performance of this Agreement.

19. Independent Contractor. Neither PNM nor its employees are considered to be employees of Santa Fe for any purpose whatsoever. PNM is considered to be an independent contractor at all times in the performance of the services contemplated under this Agreement. PNM further agrees that neither it nor its employees are entitled to any benefits from Santa Fe under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Santa Fe under the provisions of any merit system ordinance that may be now or hereinafter enacted or amended.

20. Insurance. Each party shall purchase and maintain insurance in accordance with such party's own internal policies and procedures. Each party shall provide proof of such insurance and renewals thereof upon request by the other party.

21. Compliance with Laws. Both parties shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments in connection with the performance of their respective duties and obligations under this Agreement.

22. Amendments. Any amendments to this Agreement shall be in writing and mutually agreed upon by the Parties.

23. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. Entire Agreement; Order of Precedence. This Agreement, including the Rate Tariff referenced above which has been incorporated herein by reference, contains the entire Agreement of the Parties relevant to the LED to Conversion Project and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. In the event of any conflict between the terms of this Agreement and the Rate Tariff, the Rate Tariff will control.

25. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

26. Venue. The parties agree that the courts of the State of New Mexico sitting in Santa Fe County, New Mexico, will have exclusive jurisdiction to hear any action or judicial proceedings with respect to this Agreement. The parties each agree not to raise any objection to venue or any defense of inconvenient forum to any action or judicial proceedings brought

by the other party or arising in connection with this Agreement brought in the aforementioned courts.

27. Dispute Resolution. If any question, dispute, difference, or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), then either party may provide written notice to the other together with a sufficiently detailed explanation of the notifying party's position with respect to the Dispute, and the Authorized Representatives of the parties shall meet promptly and shall diligently attempt in good faith to resolve the Dispute for a period of not more than five days (the "Initial Meeting "). If the Authorized Representatives are unable to resolve such Dispute during the Initial Meeting, then each party shall designate one agent authorized to bind such party or with settlement authority, and such designated agents shall meet within ten days following the end of the Initial Meeting, or at a time mutually agreed upon by the Authorized Representatives, to attempt in good faith to resolve the Dispute and produce written terms of settlement for the Dispute (a "Settlement Agreement"). A Settlement Agreement executed by each designated agent shall serve as conclusive evidence of the resolution of such Dispute. the designated agents do not produce and execute the Settlement Agreement within twenty days after the date of the first meeting of the designated agents or within a longer period agreed to by each designated agent, then either party may, upon written notice to the other party, pursue all of its rights and remedies provided at law or in equity or otherwise in this Agreement.

28. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceeding brought to enforce or interpret this Agreement. Each party acknowledges that it and the other party have been induced to enter this Agreement by, among other things, the mutual waivers and certifications in this Section.

29. Force Majeure. PNM shall not be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the Company and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal , or federal agency for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, strikes or other labor disputes, delay associated with lack of skilled labor or resources in Santa Fe County, or restraint by court or public authority, any of which by exercise of due foresight PNM could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. PNM shall not, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require PNM to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to

promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Santa Fe shall make no claim against PNM and hereby waives, releases and discharges any and all claims against the Company for additional compensation or Damages by reason of any delay or additional services due to a Force Majeure.

30. No Waiver. Nothing in this Agreement shall be construed as a waiver of either Party's legal rights, unless expressly addressed herein. Each party expressly reserves any legal rights and remedies to the extent that this Agreement is silent on a particular point.

31. Notices. Unless this Agreement specifically requires otherwise, any notice, demand, or request provided for herein or served, given, or made as contemplated hereby must be in writing and either (i) delivered in person, (ii) sent by email, (iii) sent by certified United States mail, postage prepaid, or (iv) sent by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the other party's Authorized Representative. Notice given by personal delivery, mail, or overnight courier pursuant to this Section is effective upon receipt (or refusal of delivery) by the other party's Authorized Representative. Notice given by email pursuant to this Section is effective if sent to the email address of the other party's Authorized Representative that is set forth on Schedule B, regardless of acknowledgement of receipt.

32. Relationship of the Parties. Nothing contained in this Agreement will be construed in any manner as creating an agency, partnership, joint venture or any other type of relationship between PNM and Santa Fe. Neither party will have, nor will such party hold itself out as having, any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever, contractual or otherwise, on behalf of or in the name of the other party or to bind the other party in any other manner whatsoever.

33. Construction. The headings of the Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including, without limitation."

34. New Mexico Tort Claims Act. Any liability in tort 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.

IN WITNESS WHEREOF, Santa Fe and PNM have executed this Agreement as of the date first written above.

CITY OF SANTA FE

By: _____

Alan Webber
Mayor, City of Santa Fe, New Mexico

Attest:

_____
Kristine Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Feb 11, 2021 14:58 MST)

_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____

Todd Fridley February 19, 2021
Vice President, PNM New Mexico Operations

SCHEDULE "A"

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEWMEXICO

PNM's Existing Streetlights by Wattage	Units of Streetlights by Wattage	Installation Allowances in 16th Revised Rate No.20	LED Operational Substitutes Per Appendix A to 16th Revised Rate No. 20
I00W HPS	983	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K
250WHPS	161	$480.00	**Operational Substitute No. 2** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K
400W HPS	62	$1,040.00	**Operational Substitute No. 3** ATBL F MVOLT R3 NL P7, 259W, 4000K ERL2 0 28C3 40 A GRAY, 251W, 4000K VERDM-A04-D-U-T3-4N7-10MSP-AP, 247W, 4000K ATBL FM VOLT R3 3K NL P7, 259W, 3000K ERL2 0 28C3 30 A GRAY, 251W, 3000K VERDM-A04-D-U-T3-7030-4N7-10MSP-AP, 247W, 3000K ATBL F 480 R3 NL P7 XL, 259W, 4000K
175W MV	838	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K

400WMV	13	$480.00	**Operational Substitute No. 2** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K

SCHEDULE "B"

Authorized Representatives

The Contact Information for the Authorized Representatives is initially as follows:

Public Service Company of New Mexico

Derek Kastendieck
Large Construction Project Manager,
NMOPS Projects and Program Management
2401 Aztec NE
MSZ200
Albuquerque, New Mexico 87107
derek.kastendieck@pnm.com
505-241-2922 office
505-238-5932 cell

Manuel Quintana
Senior Strategic Account Manager
PNM Account Management
414 Silver Ave. SW
Albuquerque, NM 87102
Manuel.quintana@pnm.com
505-241-4716 office
505-249-3105

City of Santa Fe, New Mexico

Regina Wheeler,
Public Works Director
PO Box 909
500 Market St. Suite 200
Santa Fe, New Mexico 87504-0909
(505) 955-6622

2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)

Final Audit Report 2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcA1KuloUl3CL2sTElpKb6UolTHfRAVqP

"2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-11 - 9:50:36 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-11 - 9:51:34 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-11 - 9:58:46 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 9:58:59 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-11 - 9:58:59 PM GMT

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PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

APPLICABILITY: Applicable to any municipal corporation or other political subdivision within the State of New Mexico (for purposes of this Rate Schedule, "Customer") that receives service for streetlighting and floodlighting systems within all areas served by the company in New Mexico. x x x

AVAILABILITY: Available within all areas served by the company in New Mexico.

A. Appendix A: Appendix A shall be a list of Company-owned LED streetlights that are operational substitutes for standard Mercury Vapor ("MV"), Low Pressure Sodium ("LPS") and High Pressure Sodium ("HPS") fixtures. Appendix A shall be publicly available on the Company's website and shall be updated periodically by the Company to reflect updates for operational substitutes currently available from suppliers. x x x x x x

B. Operational Substitute No. 1: Operational Substitute No. 1 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for the existing 175W MV, 55W LPS, 70W HPS and 100W HPS streetlight fixtures. x x

C. Operational Substitute No. 2: Operational Substitute No. 2 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for the existing 400W MV, 135W LPS, 200W HPS and 250W HPS streetlight fixtures. x x x

D. Operational Substitute No. 3: Operational Substitute No. 3 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for a 400W HPS streetlight fixture. x x x

MINIMUM CHARGE: Payment for lamps, standards, and lighting fixtures installed in accordance with the rates specified below.

TERMS OF PAYMENT: All bills are net and payable within twenty (20) days from the date of bill. If payment for any or all electric service rendered is not made within thirty (30) days from the date the bill is rendered, the Company shall apply an additional late payment charge as defined in Rate 16 Special Charges.

NET RATE PER MONTH OR PART THEREOF: The charge per month will be the sum of the applicable components of A, B, C, D, E, F and G. All monthly kWh listed for unmetered lighting assumes dusk-to-dawn operation at an average of 355.5 hours per month.

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210

EFFECTIVE
FEB - 1 2018
REPLACED BY NMPRC
BY Commission Order Case #16-00276-UT

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

A. LIGHT CHARGE (for unmetered lights where maintenance is provided by the Company and included in the Monthly Charge):

Standard Light Type	Monthly kWh Usage	Monthly Charge (Company Owned)	Monthly Charge (Customer Owned)
Mercury Vapor Lights (1)			
175W MV	73	$14.14	$ 5.54
400W MV	162	$21.47	$12.30
Low Pressure Sodium Lights (1)			
55W LPS	28	$12.70	$ 2.13
135W LPS	63	$17.13	$ 4.78
High Pressure Sodium Lights			
70W HPS	31	$10.95	$ 2.35
100W HPS	45	$12.02	$ 3.42
200W HPS	89	$14.99	$6.76
250W HPS	107	$17.29	$8.12
400W HPS	165	$21.70	$12.53

(1) Service under this rate is restricted to those installations and customers receiving service as of August 21, 2011.

B. METERED SERIES STREET LIGHTING: For PNM owned and maintained metered lights, and customer owned metered lights where maintenance is provided by the Company and is included in the monthly charge.

Description	Monthly Rate (Company Owned (1))	Monthly Rate (Customer Owned)
Metered Lighting	$0.1940070	$0.0561839

(1) Service under this rate is restricted to those installations receiving service as of August 21, 2011.

C. COMPANY OWNED AND MAINTAINED LED LIGHTING, AND CUSTOMER OWNED AND MAINTAINED LIGHTING (for unmetered lights where maintenance is not provided by the Company and is not included in the Monthly Charge):

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CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

Fixture Wattage Range (Wattage includes all ballast or driver losses (if applicable)	Monthly kWh Usage (1), (2)	Company Owned And Maintained Option for LED Lighting-Monthly Charge Per Unit Monthly kWh Usage * ($0.0561839 per kWh + $0.1441851 per kWh)		Customer Owned and Maintained Lighting-Monthly Charge Per Unit Monthly kWh Usage * $0.0561839 per kWh
0.0 to 10.0 Watts	3.6	$ 0.71		$ 0.20
10.1 to 20.0 Watts	7.1	$ 1.42		$ 0.40
20.1 to 30.0 Watts	10.7	$ 2.14		$ 0.60
30.1 to 40.0 Watts	14.2	$ 2.85	(3)	$ 0.80
40.1 to 50.0 Watts	17.8	$ 3.56		$ 1.00
50.1 to 60.0 Watts	21.3	$ 4.27		$ 1.20
60.1 to 70.0 Watts	24.9	$ 4.99		$ 1.40
70.1 to 80.0 Watts	28.4	$ 5.70		$ 1.60
80.1 to 90.0 Watts	32.0	$ 6.41		$ 1.80
90.1 to 100.0 Watts	35.6	$ 7.12		$ 2.00
100.1 to 110.0 Watts	39.1	$ 7.84		$ 2.20
110.1 to 120.0 Watts	42.7	$ 8.55	(4)	$ 2.40
120.1 to 130.0 Watts	46.2	$ 9.26		$ 2.60
130.1 to 140.0 Watts	49.8	$ 9.97		$ 2.80
140.1 to 150.0 Watts	53.3	$ 10.68		$ 3.00
150.1 to 160.0 Watts	56.9	$ 11.40		$ 3.20
160.1 to 170.0 Watts	60.4	$ 12.11		$ 3.40
170.1 to 180.0 Watts	64.0	$ 12.82		$ 3.60
180.1 to 190.0 Watts	67.5	$ 13.53		$ 3.79
190.1 to 200.0 Watts	71.1	$ 14.25		$ 3.99
200.1 to 210.0 Watts	74.7	$ 14.96		$ 4.19
210.1 to 220.0 Watts	78.2	$ 15.67		$ 4.39
220.1 to 230.0 Watts	81.8	$ 16.38		$ 4.59
230.1 to 240.0 Watts	85.3	$ 17.10		$ 4.79
240.1 to 250.0 Watts	88.9	$ 17.81		$ 4.99

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PUBLIC SERVICE COMPANY OF NEW MEXICO
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250.1	to	260.0	Watts	92.4	$ 18.52	(5)	$ 5.19
260.1	to	270.0	Watts	96.0	$ 19.23		$ 5.39
270.1	to	280.0	Watts	99.5	$ 19.94		$ 5.59
280.1	to	290.0	Watts	103.1	$ 20.66		$ 5.79
290.1	to	300.0	Watts	106.7	$ 21.37		$ 5.99
300.1	to	310.0	Watts	110.2	$ 22.08		$ 6.19
310.1	to	320.0	Watts	113.8	$ 22.79		$ 6.39
320.1	to	330.0	Watts	117.3	$ 23.51		$ 6.59
330.1	to	340.0	Watts	120.9	$ 24.22		$ 6.79
340.1	to	350.0	Watts	124.4	$ 24.93		$ 6.99
350.1	to	360.0	Watts	128.0	$ 25.64		$ 7.19
360.1	to	370.0	Watts	131.5	$ 26.36		$ 7.39
370.1	to	380.0	Watts	135.1	$ 27.07		$ 7.59
380.1	to	390.0	Watts	138.6	$ 27.78		$ 7.79
390.1	to	400.0	Watts	142.2	$ 28.49		$ 7.99

(1) Monthly kWh usage = Maximum Wattage in range x 355.5 hours per month / 1,000 Watts per kW.

For lights larger than 400W, the applicable usage and rate shall be the sum of the 390.1 - 400.0 Watts row in the table above plus a wattage range such that the resulting range encompasses the actual wattage of the light (Example: for a 600 Watt light, the applicable usage and charge is determined by adding the 390.1 – 400.0 Watts row and the 190.1 – 200.0 Watts row together, resulting in a 590.1 – 600.0 Watt Range with a monthly usage of 213.300 kWh.).

C.1 CUSTOMER OWNED AND MAINTAINED METERED LIGHTING: For Customer-owned metered lights (excluding B above) where maintenance is not provided by the Company and is not included in the monthly charge:

Description	Monthly Rates (Customer Owned)
Metered Lighting	$ 0.0561839

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Vice President, PNM Regulatory Affairs & Economic Development

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PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

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CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

D. POLE CHARGE: For company owned lighting attached to a dedicated street lighting pole.

Description	Monthly Charge (Company Owned)
Wood Pole	$ 4.86
Non-Wood Pole	$ 9.45

E. FUEL AND PURCHASED POWER COST ADJUSTMENT: All kWh usage under this tariff will be subject to the Fuel and Purchase Power Cost Adjustment Clause ("FPPCAC") factors calculated according to the provisions in PNM's Rider 23.

The appropriate FPPCAC factors will be applied to all kWh appearing on bills rendered under this tariff.

F. OTHER APPLICABLE RIDERS: Any other PNM riders that may apply to this tariff shall be billed in accordance with the terms of those riders.

G. SPECIAL TAX AND ASSESSMENT ADJUSTMENT: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

SPECIAL CONDITIONS:

I. Installation and Ownership of Lighting Facilities:

a) Company Owned Lighting Facilities-
Upon request from the Customer, the Company shall convert or install Company owned streetlighting fixtures at its own expense up to the limits provided by the Installation Allowance Table below, with any remaining expenses being the responsibility of the Customer. All lighting facilities shall be and remain the property of the Company.

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
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PUBLIC SERVICE COMPANY OF NEW MEXICO
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16TH REVISED RATE NO. 20
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INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

Company Owned Light & Pole Installation Allowances

High Pressure Sodium Lighting Facilities	
70W High Pressure Sodium Street Light	$ 920.00
100W High Pressure Sodium Street Light	$ 920.00
200W High Pressure Sodium Street Light	$ 880.00
250W High Pressure Sodium Street Light	$ 980.00
400W High Pressure Sodium Flood Light	$ 980.00
400W High Pressure Sodium Street Light	$ 980.00
Light Emitting Diode ("LED") Lighting Facilities	
Operational Substitute No. 1	$ 160.00
Operational Substitute No. 2	$ 480.00
Operational Substitute No. 3	$ 1,040.00
Dedicated Streetlight Poles	
Wood Pole	$ 520.00
Non-Wood Pole	$ 1,010.00

b) Customer Owned Lighting Facilities-

i. The Customer shall be obligated to install its own streetlighting fixtures and poles at its own expense. The Company shall inspect and approve all Customer installed streetlighting prior to it being placed under this Rate.

ii. If requested by the Customer, poles or fixtures may be installed by the Company or an agent approved by the Company. Customer shall pay the Company for all installation costs of the facilities where such installation is done by the Company or the Company's agent.

iii. All facilities installed to provide electric service to customer owned streetlights under this tariff shall be and remain the property of the Company.

iv. The Customer is required to provide specific performance data on the total energy consumption of each non-standard fixture installed.

II. Highway Signs:

No service to or maintenance of highway signs connected to the lighting system is included under this schedule.

Advice Notice No. 545

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INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

III. Changes and Additions:

Changes and Additions to already installed Company-owned or Customer-owned luminaries, poles, lights and fixtures (for purposes of this Rate Schedule, "Lights and Poles"):

A. Company-owned:

1. Except as otherwise provided by state regulation or law, the Customer shall pay all costs for:
   a. Any conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in this rate schedule; and
   b. Any move or relocation of Company-owned Lights and Poles, including but not limited to regrading, rerouting, improvement or widening, that is undertaken for aesthetic purposes.
2. Except as otherwise provided by state regulation or law, the Company shall include in its rates, all costs of:
   a. Repairs, fixture replacements or knock-down replacements of the Company's Lights and Poles that are necessitated by accidents, vandalism, projectiles, thefts or acts of nature.
   b. Mandatory replacement of or alterations to working luminaire to bring into compliance with changes in federal or state laws to serve the public health and safety.
   c. Any move or relocation of Company-owned Lights and Poles, including but not limited to regrading, rerouting, improvement or widening, that is undertaken by the Customer for reasons associated with municipal, county or other local improvement projects required in the interest of public health and safety. The Customer must inform the Company in writing that any move or relocation is being undertaken for public health and safety reasons.
      i. After written notification from the Customer, if the Company disputes that any move or relocation of Company-owned Lights and Poles benefits public health and safety, the Company shall be required to notify the Customer in writing within fourteen (14) business days.
      ii. If the Customer and the Company cannot reach agreement as to whether any support, disconnect, relocation or removal of Company- owned Lights and Poles benefits public health and safety, the Customer shall file an application with the NMPRC, requesting the NMPRC to determine if the public interest would be better served if the costs of such support, disconnect, relocation or removal should be deemed a cost of service item for the Company.

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210

EFFECTIVE
FEB - 1 2018
REPLACED BY NMPRC
BY Commission Order Case #16-00276-UT

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

III. Changes and Additions:

Changes and Additions to already installed Company-owned or Customer-owned luminaries, poles, lights and fixtures (for purposes of this Rate Schedule, "Lights and Poles"):

A. Company-owned:

1. Except as otherwise provided by state regulation or law, the Customer shall pay all costs for:
   a. Any conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in this rate schedule; and
   b. Any move or relocation of Company-owned Lights and Poles, including but not limited to regrading, rerouting, improvement or widening, that is undertaken for aesthetic purposes.
2. Except as otherwise provided by state regulation or law, the Company shall include in its rates, all costs of:
   a. Repairs, fixture replacements or knock-down replacements of the Company's Lights and Poles that are necessitated by accidents, vandalism, projectiles, thefts or acts of nature.
   b. Mandatory replacement of or alterations to working luminaire to bring into compliance with changes in federal or state laws to serve the public health and safety.
   c. Any move or relocation of Company-owned Lights and Poles, including but not limited to regrading, rerouting, improvement or widening, that is undertaken by the Customer for reasons associated with municipal, county or other local improvement projects required in the interest of public health and safety. The Customer must inform the Company in writing that any move or relocation is being undertaken for public health and safety reasons.
      i. After written notification from the Customer, if the Company disputes that any move or relocation of Company-owned Lights and Poles benefits public health and safety, the Company shall be required to notify the Customer in writing within fourteen (14) business days.
      ii. If the Customer and the Company cannot reach agreement as to whether any support, disconnect, relocation or removal of Company- owned Lights and Poles benefits public health and safety, the Customer shall file an application with the NMPRC, requesting the NMPRC to determine if the public interest would be better served if the costs of such support, disconnect, relocation or removal should be deemed a cost of service item for the Company.

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GCG#524210

EFFECTIVE
FEB - 1 2018
REPLACED BY NMPRC
BY Commission Order Case #16-00276-UT

B. Customer-owned:
1. If requested by the Customer, Company agrees to make all repairs, alterations, fixture replacements or knock-downs replacements of Customer-owned Lights and Poles necessitated by accidents, vandalism, projectiles, thefts, acts of nature or existing or future laws or ordinances. The Customer shall pay all costs associated with such replacements.
2. Customer agrees to coordinate recovery efforts with Company in instances where Company has potential legal liability from claims of the parties responsible for Customer-owned Light and Pole damage.

The Company will, upon receipt of any information pertaining to the identity and circumstances of a knock-down or a copper theft associated with a Customer-owned Light or Pole, furnish to the customer a copy of that information.

IV. Operation and Maintenance:

A. Total Company-Owned System:
The Company will perform normal operation and maintenance of the lighting system which includes routine maintenance, repairs and fixture servicing including all spot lamp replacement required by faulty lamps.

Mandatory replacement of or alterations to working luminaire to bring them into compliance with existing or future laws or ordinances that are not otherwise specifically addressed by other provisions of this tariff will be performed by the Company at the expense of the customer.

It shall be the duty of the customer to report to the Company the failure of any lamp covered by the Rate to burn, or to burn adequately, and it shall thereafter be the obligation of the Company to at once restore such lamp to service subject, however, to the provisions of Special Conditions I, above and to subsequent provisions of this item as to replacements. Any lamp so reported as failing to burn, or to burn adequately, shall be replaced or repaired and returned to regular operation within seventy-two (72) hours from the time of notice of such failure to the Company. Pole hits and failures due to the loss of underground conductors or control equipment are excluded from the 72 hour requirement and shall be repaired as material availability and scheduling permits.

B. Total Customer-Owned System:
Page 1; Section A - "Light Charge (for unmetered lights where maintenance is provided by the Company and included in the Monthly Change": Maintenance under this section includes faulty photoelectric cell replacement, faulty lamp replacement, faulty fixture fuse replacement, and

EFFECTIVE
FEB - 1 2018
REPLACED BY NMPRC
BY Commission Order Case #16-00276-UT

incidental lens cleaning.

Page 2; Sections B - "Metered Series Street Lighting", and C - "Customer Owned and Maintained Lighting". Maintenance under these sections is the responsibility of the customer.

All other operation and maintenance, including traffic control costs and troubleshooting customer owned systems may be done by the Company at the request and expense of the customer. The Company will not stock maintenance items that are considered nonstandard by the Company for use in maintaining customer-owned lighting systems. Stocking of these nonstandard items is the sole responsibility of the customer.

V. Termination:

Service to any lamp installed hereunder shall be terminated by the Company upon receipt of thirty (30) days notice and coincident with such notice, payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities.

VI. In the event of a conflict between the terms of this rate schedule and any provision contained in the streetlighting contract in effect, the relevant terms of the rate schedule shall control.

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210

EFFECTIVE
FEB - 1 2018
REPLACED BY NMPRC
BY Commission Order Case #16-00276-UT

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/04/2020

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
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Public Service Company of New Mexico
Corporate Headquarters
MS 0905
Albuquerque NM 87158 USA

COVERAGES **CERTIFICATE NUMBER:** 570082027849 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			EB2641444990020 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,500,000 $1,000,000 Excluded $1,500,000 $10,000,000 $10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-444990-010	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION			XL5115009P Claims Made	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$35,000,000 $35,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	WA764D444990030	06/01/2020	06/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Public Service Company of New Mexico
Corporate Headquarters, MS 0905
Albuquerque NM 87158 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570082027849

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: PUBLIC SERVICE CO OF NM
DBA: PUBLIC SERVICE CO OF NM

Business Location: 414 SILVER AVE SW MS 1275
ALBUQUERQUE, 87102-3289

Owner: PUBLIC SERVICE CO OF NM

License Number: 225000

Issued Date: January 27, 2021

Expiration Date: January 27, 2022

CRS Number: 01-000050-000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

PUBLIC SERVICE CO OF NM
414 SILVER AVE SW MS 1275
ALBUQUERQUE, NM 87102-3289

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, New Mexico

memo

Date: **February 24, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

From: **Regina Wheeler, Public Works Director** RW

Subject: **Exemption Determination Request 13-1-98 D**

Public Works Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Agreement is between PNM and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

13-1-98. Exemptions from the Procurement Code.

D. purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection services;

Amount: $421,185.00

Term: 1 year from execution of contract

Approved Exemption

Fran Dunaway

Fran Dunaway (Mar 12, 2021 07:52 MST)

Fran Dunaway, Chief Procurement Officer

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 Public Service company of New Mexico (PNM)

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $421,185.00

Termination Date: 12 Months from contract approval date

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: LED Conversion of PNM Owned Streetlights

Amendment # _____ to the Original Contract# Munis 3202499

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ 421,185.00 of original Contract# 3202499 Termination Date: 12 Months from con

Reason: LED Conversion of PNM Owned Streetlights

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $421,185.00

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

RFP# _____ Date: _____

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

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other PRC Rate 20 Public Utility Agreement

6 **Procurement History:** One year contract for light replacement 13-1-98 D/purchases of publicly provided electricity services.
example: (First year of 4 year contract)

Fran Dunaway (Mar 12, 2021 07:52 MST)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** **2018 GRT Bond Premium** **BU/Line Item:** 3359980.572970

Alexis Lotero (Mar 10, 2021 18:02 MST)

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Public Service Company of New Mexico (PNM)

Procurement Title: PNM Owned LED Streetlight Conversion Project

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *PRC Rate 20 Utility*

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

Department Requesting Public Works Staff Name Curt Temple

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☒	☐	Other: PRC Rate 20 Agreement Public Utility

Curt Temple	Project Administrator	2/23/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Mar 12, 2021 07:52 MST)		
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

GB PWD PNM STREETLIGHT CONVERSION TO LED

Final Audit Report 2021-03-12

Created:	2021-03-04
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-jxqPAJhCdazWMsp-Sn8eSbzIx2SVicL

"GB PWD PNM STREETLIGHT CONVERSION TO LED" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-04 - 11:57:32 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-05 - 0:02:14 AM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-11 - 1:01:32 AM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:02:38 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:02:41 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-12 - 2:47:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 2:52:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-12 - 2:52:09 PM GMT

Alicia Ortega
PNM
414 Silver Ave, SW
Albuquerque, NM 87102
April 8, 2021

City of Santa Fe Governing Body
200 Lincoln Avenue
Santa Fe, New Mexico 87504

Dear Mayor Webber and Governing Body:

I am writing you on behalf of PNM's commitment to the City of Santa Fe's streetlight conversion project. Our team is looking forward to participating in the community engagement alongside the City and Dalkia. PNM sees the community engagement process as an essential and critical component to ensure this long-term investment meet's the Santa Fe community's needs.

Furthermore, the streetlight conversation project will not only keep our streets lit longer while meeting dark sky recommendations, but it is also a necessary step to meeting our shared carbon-neutral goals. I want to assure you that PNM is committed to making this a smooth and collaborative process following the City's lead.

We are all aware the City has a great reputation as a "Sustainable City," and your community engagement and design strategy process can be another excellent example and resource for other cities nationwide to use as a model as they look at energy efficient projects like this. PNM is appreciative of our partnership with the City and we look forward to working together on future endeavors towards shared sustainability goals.

Respectfully,

Alicia Ortega
Director of Projects and Program Management

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

a) Request Approval of Budget Amendment Resolution (BAR) for allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the amount of $750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 505- 955-6654)

Committee Review:
Finance Committee – 04/05/2021
Public Works & Utilities Committee – 04/12/2021
Governing Body – 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	Excused		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	02/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3309980	572970	ST18330BJ	750000	
Transfer Out	2320471	760330		750000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Transfer In	3309980	660232		-750000	
				0	

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

Acceptance of Arterial Impact Fees in the amount of $750,000 for Sandoval & Monte

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
232	-750000
TOTAL:	**0**

Amanda Archuleta 03/10/2021
Prepared By *{print name}* Date

Javier Rosado
Javier Rosado (Mar 11, 2021 08:35 MST)
Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 16, 2021 09:28 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico

memo

DATE: **January 15, 2021**

TO: **Capital Improvement Advisory Committee**

VIA: **Regina Wheeler, Public Works Department Director** RW
Carlos Gemora; CIAC Staff Liaison, Senior Land Use Planner

FROM: **Thomas M. Graham, AIA, ADA Coordinator / Project Administrator** TMG

ITEM AND ACTION:
ALLOCATION OF IMPACT FEE FUNDS IN THE AMOUNT OF $750,000 FOR CONSTRUCTION OF CIP #868A – MONTEZUMA AVENUE AND SANDOVAL STREET INTERSECTION IMPROVEMENTS.

BACKGROUND & SUMMARY:
The Montezuma Avenue and Sandoval Street intersection is experiencing significant pedestrian safety concerns as a result of the addition of the Judge Steve Herrera Judicial Complex to the Northeast corner of the intersection. In addition, it is expected that safety will only worsen as traffic increases in the area around this intersection. The improvements being designed at this intersection should improve the flow of traffic and pedestrian safety for the next 15 years (see Exhibits below). This project is identified as a priority in the City's Impact Fee Capital Improvement Plan 2021. To date; the project has received $100,000 in State Capital Appropriation funds. Contract #18-1375 for the New Mexico Department of Transportation Fund 89200 Agreement on the #853C Agua Fria & South Meadows Intersection Improvements project was executed on December 18, 2018 and expires on June 30, 2022. Currently, the 90% plans are anticipated to be completed on February 10, 2021and final construction drawings are scheduled for March 25, 2021. The funds will be required for construction management, bidding and construction of the project.

City of Santa Fe, New Mexico

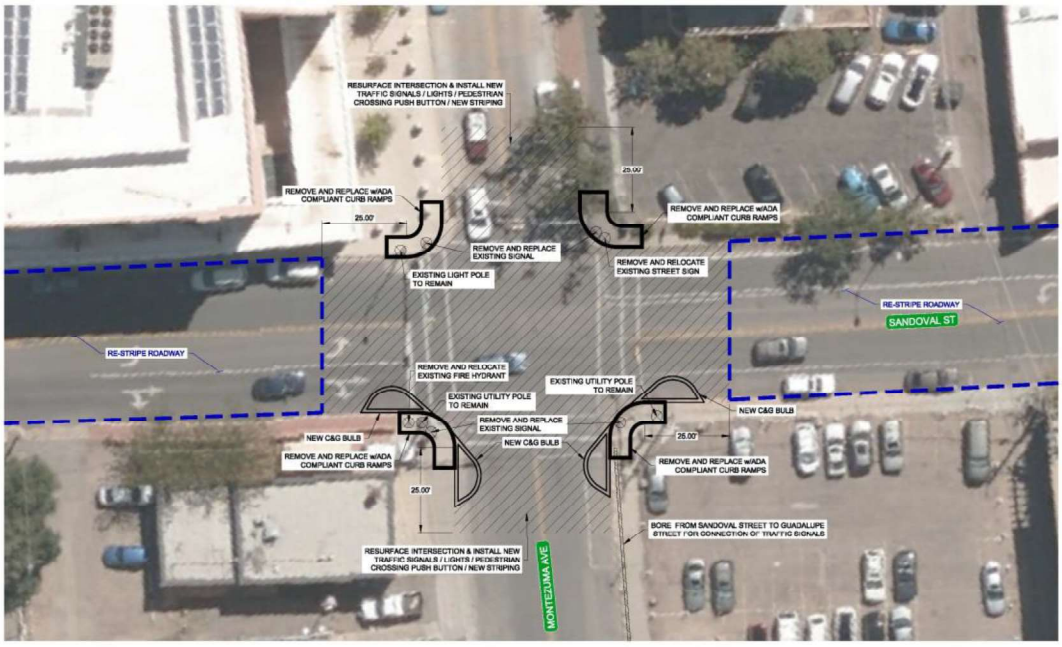
memo



GRAPHIC SCALE

CITY OF SANTA FE
MONTEZUMA & SANDOVAL EXHIBIT (1 OF 2)

WILSON & COMPANY
414 N. MAIN ST
SUITE A
LAS CRUCES, NEW MEXICO
88001
PH (505) 345-4000
FAX (505) 345-4072
www.wilsonco.com



GRAPHIC SCALE

CITY OF SANTA FE
MONTEZUMA & SANDOVAL EXHIBIT (2 OF 2)

WILSON & COMPANY
414 N. MAIN ST
SUITE A
LAS CRUCES, NEW MEXICO
88001
PH (505) 345-4000
FAX (505) 345-4072
www.wilsonco.com

SS001.PM5 - 7/95

BAR - IMPACT FEES (Sandoval & Montezuma Intersection)

Final Audit Report 2021-03-15

Created:	2021-03-11
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGj3RkUfdfCpRVSSXr7WQ6tC7fLTAmD0L

"BAR - IMPACT FEES (Sandoval & Montezuma Intersection)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
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2021-03-11 - 3:32:02 PM GMT- IP address: 104.47.64.254

Document e-signed by Javier Rosado (jhrosado@santafenm.gov)
Signature Date: 2021-03-11 - 3:35:31 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-11 - 3:35:33 PM GMT

Email viewed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)
2021-03-15 - 4:03:17 AM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)
Signature Date: 2021-03-15 - 4:03:47 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-15 - 4:03:47 AM GMT

GB PWD BAR IMPACY FEES SANDOVAL & MONTEZUMA R-1

Final Audit Report 2021-03-16

Created:	2021-03-16
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALN48dy3PiWxuFH3f61-bF6VdPDF6HM9h

"GB PWD BAR IMPACY FEES SANDOVAL & MONTEZUMA R-1" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-16 - 2:27:17 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-16 - 2:28:13 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-03-16 - 3:27:17 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-03-16 - 3:28:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-16 - 3:28:42 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021

ISSUE NO. 8a

Request Approval of Budget Amendment Resolution (BAR) for Allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the Amount of $750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 955-6654)

COMMITTEE REVIEW:
Finance Committee: 04/05/2021
Public Works & Utilities Committee: 04/12/2021
Governing Body: 04/14/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/14/2021 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 FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

l) Request for Approval of Contract Amendment No. 1 for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites for a Four Year Period with Intera, Inc for a Total Amount of $156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesittion@santafenm.gov, 955-2209)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	Excused		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021
ISSUE NO. 7d Request for Approval of Contract Amendment No. 1 for groundwater Monitoring, Soil Vapor Monitoring, and other Environmental and Engineering Services for Landfill Sites for a four year period with Intera, Inc for a total amount of $156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesittion@santafenm.gov, 955-2209) **Committee Review:** Public Works and Utilities Committee: 03/29/2021 Finance Committee: 04/05/2021 Governing Body: 04/14/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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: **March 31, 2020**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ

FROM: **Shirlene Sitton, Environmental Services Division Director** SS

ITEM AND ISSUE:
Request for the Approval of contract Amendment I in the Total Amount of $156,875 (exclusive of NMGRT) for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites for a four year period; INTERA, Inc.; (Shirlene Sitton, 955-2209, sesitton@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe owns to two closed landfills. The Paseo de Vistas Landfill closed under the federal Resource Conservation and Recovery Act (RCRA) in the 1990's, and is overseen by the NMED Solid Waste Bureau (SWB) according to its' *Landfill Closure Plan* filed by the City. The Frank Ortiz disposal site was closed before the Paseo landfill, and is now the Frank Ortiz Dog Park. It is not regulated under RCRA, and is overseen by the NMED Ground Water Bureau (GWB) because closure occurred prior to the implementation of the NMED solid waste regulations for landfill closure. Both sites have been under investigation over the past few years due to exceedances found during routing monitoring, or deficiencies in the original investigation and closure plans.

Paseo de Vista Landfill

The City received direction from the NMED SWB in April of 2017 to fully assess methane conditions at the Paseo de Vista landfill due to an exceedance of LEL limits of H-4 methane gas detected during a monitoring event, and to provide a plan for addressing the issue. The Environmental Services Division (ESD) hired the team of Golder Associates and Gordon Environmental per Bid # '17/09/P to conduct methane monitoring and complete the investigation and remediation plan proposal (Plan). The work was completed in 2018, the City submitted the Plan to NMED, and the Plan was accepted. The Plan called for an increase in the number of methane monitoring sites, new methane venting wells, a weather station, settlement benchmarks, and additional well monitoring after significant precipitation events. The closure plan in place for the landfill also calls for regular quarterly monitoring of the methane and ground water wells.

Frank Ortiz Landfill

The City received a Notice of Deficiency (NOD) from the NMED dated November 13, 2013 regarding six deficiencies in the Frank Ortiz Landfill *Stage 1 Abatement Plan* (S1AP). Direction from the GWB was to conduct a waste characterization, soil, and vapor testing of the Frank Ortiz site. This Phase II Environmental Site Assessment (ESA) was carried out by INTERA, Inc. per Bid# '16/14/P, and included the following field activities: 1) investigative excavation of twenty-four test pits located within the footprint of

the Site, 2) hollow-stem auger (HSA) drilling and sampling of twenty-seven exploratory soil borings, 3) installation of three temporary nested soil vapor monitoring wells, and 4) a single soil vapor sampling event. The investigation report addressing the six areas of deficiencies for the Ortiz site was completed accepted by NMED GWB in 2018. Upon reviewing the results of this investigation, the GWB then required the installation of three new groundwater wells with nested soil vapor wells at the site to ensure adequate on-going monitoring. The S1AP that was in place previous to these activities also requires semi-annual monitoring of the ground water wells, which was being carried out under a third contract with Sauder Miller until 2018.

In March of 2019, the City of Santa Fe awarded RFP# '19/19/P **–Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites** to INTERA Incorporated, with Gordon/PSC (now *Parkhill*) as a subcontractor. This consolidated the regular quarterly and semi-annual GW and methane monitoring for both sites, and included all of the regulatory required prescriptive measures based on the two investigations. To date, all of the required installations of groundwater monitoring wells, methane vents, soil probes, and the weather station, and precipitation related monitoring have been completed or are on-going. However, the GWB has required the installation of two additional soil vapor probes at Ortiz, and has prescribed two additional yearly monitoring events. This higher level of monitoring is anticipated to be required each year through the end of the contract in 2023. Also, the weather station at BuRRT requires maintenance activities, including a new battery. These additional activities are covered by Amendment 1 to the INTERA, Inc. contract. The costs associated with these activities for each fiscal year are summarized in the table below and do not include New Mexico Gross Receipt Tax (NMGRT).

Fiscal Year	Original Amount	Amend 1	Amend Cost	Total
19-20	$534,110.28			$534,110.28
20-21	74,587.24	2 soil probes 2 monitor events Weather Station	$60,875.20	$135,462.44
21-22	74,587.24	2 monitor events	$48,000.00	$122,587.24
22-23	74,587.24	2 monitor events	$48,000.00	$122,587.24
Total	$757,872.00		$156,875.20	$914,747.20

This brings the four-year total of the INTERA Contract to the amount of $914,747.20, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amount payable under this Agreement totals $77,181.80, for a four-year total contact amount of $991,929.

PROCUREMENT METHOD:

The procurement method was through RFP#19/19/P- –Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites; contract expires June 30 2023.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200917.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: ESD/Fund 510
Munis Org Name/Number: ESD Admin/5100331
Munis Object Name/Number: Compliance Services/510250

ACTION REQUESTED:
The Environmental Services Division 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 # **3200917**

Contractor: **Intera**

Description: **Envrironmental and Engineering Services $757,872 + NMGRT**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **3/27/19** Term End Date: **6/30/23**

☑ Approved by Council Date: **3/27/19**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **19-0226**

Increase/(Decrease) Amount $ **156,825.20 plus NMGRT**

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **Pending**

Amendment is for: **Increase to comp and scope.**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original # 19-0226 approved 3/27/19 $757,872 + nmgrt

3. **Procurement History:** **19/19P 1/3/19**

Fran Dunaway (Mar 17, 2021 16:30 MDT)

Purchasing Officer Review: Date: Mar 17, 2021

Comment & Exceptions: 19/19/P Ground Water Monitoring exp: 3/27/23 Amend 1 increase & additional SOW

4. **Funding Source:** **Environmental Services Operating** **Org / Object:** **5100331.510250**

Alexis Lotero (Mar 16, 2021 16:38 MDT)

Budget Officer Approval: Date: Mar 16, 2021

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: Intera .

Procurement Title: Groundwater Monitoring Soil Vaper Monitoring and other Environmental and Engineering Services for Landfill Sites. 19/19/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Public Utilities Dept ESD Name Shirlene Sitton

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☒	☐	Evaluation Committee Report
☐	☒	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Shirlene Sitton
Shirlene Sitton (Feb 24, 2021 13:27 MST)

ESD Director

2-24-21

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

Fran Dunaway
Fran Dunaway (Mar 17, 2021 08:30 MDT)

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

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

*

CITY OF SANTA FE
AMENDMENT No. 1TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #19-0226

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Intera Incorporated (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 City of Santa Fe Agreement, Contractor has agreed to provide professionals services to the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifty six thousand eight hundred seventy five dollars and twenty cents ($156,875.20) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "B" attached hereto, such compensation not to exceed nine hundred fourteen thousand seven hundred forty seven dollars and twenty cents ($914,747.20), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy seven thousand one hundred eighty one dollars and twenty cents ($77,181.20) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred ninety one thousand nine hundred twenty eight dollars and forty cents ($991,928.40). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Intera Incorporated

Joseph J. Tracy, VP
Joseph J. Tracy, VP (Feb 24, 2021 20:35 MST)
NAME & TITLE

DATE: 02/24/2021

CRS# 02-480923-00-3
Registration # 227829

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 24, 2021 15:45 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES
:

MARY MCCOY, FINANCE DIRECTOR

5100331.510250
Business Unit/Line

INTERA Incorporated
1435 S. St. Francis Drive, Suite 103
Santa Fe, New Mexico 87505 USA
505.428.0066

February 22, 2021

Ms. Shirlene Sitton
Environmental Services Director
City of Santa Fe
1142 Siler Road, Building A
Santa Fe, New Mexico 87507

RE: Budget Amendment Request for Environmental and Engineering Services for Landfill Sites, City of Santa Fe Professional Services Contract No. 19-0226

Dear Ms. Sitton,

INTERA Incorporated (INTERA) is submitting this budget amendment for environmental and engineering services at the former Ortiz Landfill (Ortiz) and the Paseo de Vista Landfill (PDV). The budget amendment presented below includes costs associated with the installation of two additional soil vapor probes installed during 2019 monitoring well installation activities and costs associated with six additional soil vapor monitoring events at Ortiz. The additional probes were requested by the City of Santa Fe in a meeting with INTERA staff on December 15, 2019. The soil vapor monitoring events were not included in the original contract because this work was recently requested and approved by the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB) on August 5, 2020. Two of the soil vapor monitoring events will be completed during fiscal year (FY) 2021, one of which was already completed in September 2020. An additional two soil vapor monitoring events will be completed in FY 2022 and in FY 2023. The budget amendment cost also includes costs for replacement of the battery at the weather station associated with PDV. The costs associated with these activities for each fiscal year are summarized in the table below and do not include New Mexico Gross Receipt Tax (NMGRT).

Fiscal Year	Additional Activities	Budget Amendment Cost
2021	Two additional soil vapor probes, two additional soil vapor monitoring events, and weather station maintenance at PDV	$60,875.20
2022	Two additional soil vapor monitoring events	$48,000.00
2023	Two additional soil vapor monitoring events	$48,000.00
TOTAL BUDGET AMENDMENT	---	**$156,875.20**

At this time INTERA has included a budget amendment request for soil vapor monitoring for FY 2023. INTERA plans on meeting with NMED at the end of FY 2022 to discuss the soil vapor monitoring data and

evaluate if these data support performing additional monitoring at any or all soil vapor monitoring probes.

We understand that the City of Santa Fe will issue a Purchase Order (PO) for the remaining contract amount ($150,604.90), which does not include NMGRT. The remaining contract amount covers the costs associated with S1AP long-term monitoring activities at Ortiz and the Solid Waste Bureau (SWB) long-term monitoring activities at PDV. INTERA also understands that the budget amendment request for FY 2021, FY 2022, and FY 2023, as outlined in the table above, will require City approval and then a subsequent PO will be issued once approval is received.

In accordance with the approved S1AP and according to the approved S1AP schedule, INTERA is planning to conduct the next semi-annual groundwater and soil vapor monitoring event at Ortiz and PDV in March 2021. INTERA will commence planning for the next semi-annual groundwater event upon receipt of City approval and subsequent PO(s).

Please contact us should you have any questions regarding this budget amendment request.

Sincerely,

INTERA Incorporated

Joseph Tracy, PG
Vice President

Eileen Marcillo
Senior Hydrologist

Intera #1 2021 signed

Final Audit Report 2021-02-25

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv32m8ZPiAP30LMIzFZbgITWhHSUCHFkX

"Intera #1 2021 signed" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 11:37:19 PM GMT- IP address: 63.232.20.2

Document emailed to Joseph J. Tracy, VP (jtracy@intera.com) for signature
2021-02-24 - 11:38:09 PM GMT

Email viewed by Joseph J. Tracy, VP (jtracy@intera.com)
2021-02-25 - 3:34:13 AM GMT- IP address: 97.123.9.191

Document e-signed by Joseph J. Tracy, VP (jtracy@intera.com)
Signature Date: 2021-02-25 - 3:35:40 AM GMT - Time Source: server- IP address: 97.123.9.191

Agreement completed.
2021-02-25 - 3:35:40 AM GMT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERA INC
DBA: INTERA INC

Business Location: 1435 S SAINT FRANCES DR
SANTA FE, NM 87501

Owner: INTERA INC

License Number: 227829

Issued Date: July 02, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: $35.00

INTERA INC
9600 GREAT HILLS TRL 300
AUSTIN, TX 78759

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

Client#: 914933 INTERINC22

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC -CL
4630 North Loop 1604 West
Suite 410
San Antonio, TX 78249

CONTACT NAME: Danelle Touchstone
PHONE (A/C, No, Ext): 210-524-2094 **FAX (A/C, No):** 610-537-1904
E-MAIL ADDRESS: danelle.touchstone@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's of London	NONAIC
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Endurance American Specialty Ins Co	41718
INSURER D : Sentinel Insurance Company Ltd.	11000
INSURER E :	
INSURER F :	

INSURED
INTERA Inc.
9600 Great Hills Trl
Suite 300W
Austin, TX 78759

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENVP000025420	06/01/2020	06/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Pollution Liability						MED EXP (Any one person)	$25,000
	X BI/PD DED $10,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			65UECZR3402	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ENVX000020620	06/01/2020	06/01/2021	EACH OCCURRENCE	$6,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$6,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			65WBAS8430	06/01/2020	06/01/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			ENVP000025420	06/01/2020	06/01/2021	$2,000,000	
	Each Wrongful Act			Retroactive Date	01/10/2002		$1,000,000	
	Deductible						$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: COSFE.C002.SRVCS
NOTE: The $6,000,000 Excess Policy follows form of the General Liability, Pollution Liability and Professional Liability limits. Professional Liability is on a claims-made basis.

CERTIFICATE HOLDER
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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

AUTHORIZED REPRESENTATIVE

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Signature: Shannon Jones

Email: swjones@santafenm.gov

Binder1

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgfh5YbWgVi8Hn3wR2P1XbMDPvvQ0n2p

"Binder1" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 7:38:21 PM GMT- IP address: 63.232.20.2

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ITEM # 19.0226

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Intera Incorporated**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform Environmental and Engineering services, for the purposes of landfill investigation and monitoring at the former Ortiz Landfill and the Paseo de Vista Landfill, as described in the proposal documents as Exhibit "A" attached hereto.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed in the amount of seven hundred fifty seven thousand eight hundred seventy two dollars ($757,872) excluding gross receipts tax, as described in Exhibit A attached hereto. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixty three thousand nine hundred forty five dollars and forty five cents ($63,945.45) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed eight hundred twenty one thousand eight hundred seventeen dollars and forty five cents ($821,817.45) over the four year term of the agreement paid in accordance with workplans to be negotiated annually. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps

the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE City. This Agreement shall terminate on June 30, 2023 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately

upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Santa Fe. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City Council as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the

term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Santa Fe City Code, pertaining to equal employment opportunity. In

accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the City of Santa Fe shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the

Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General Services Department by certified mail.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mcxico 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.

23. 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 enforccable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreemcnt 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.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Shirlene Sitton, Director
Environmental Services
Division City of Santa Fe
Scsitton@ci.santa-fe.mn.us
505-955-2209
1142 Siler Road
Building A
Santa Fe, NM 87504

To the Contractor:
Joseph Tracy, PG
Intera Incorporated
1435 S. St. Francis Drive, Suite 103
Santa Fe, New Mexico 87505

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Intera Incorporated

Linda Senior VP
NAME AND TITLE

DATE: 4-8-19
CRS#02-480923-00-3
Registration # 19-00114711

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

2/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52251.510250
Business Unit Line Item

7 – PRICE PROPOSAL

This section provides the INTERA Team's proposed pricing to complete the activities defined in the Work Plan for the Ortiz and Paseo de Vista landfills.

7.1 Cost Tables

Cost tables for the tasks to be completed at the Ortiz and Paseo de Vista landfills are provided in **Tables 7-1**, **7-2**, and **7-3**. Since INTERA is considering Gordon/PSC as a teaming partner, as opposed to a specialty subcontractor, the costs presented in these tables do not include any markup for Gordon/PSC. The costs do include a markup of 10% for specialty subcontractors (e.g., drillers). New Mexico Gross Receipts Tax (NMGRT) has not been included in the totals.

Table 7-1. Pricing for Tasks at the Ortiz Landfill

Task	Cost
Installation of Three Groundwater Monitoring Wells with Co-Located Soil Gas Probes	$303,423.40
Installation of Soil Vapor Monitoring Well	$11,244.90
Completion of Baseline Soil Gas Monitoring Event (Includes Laboratory Analysis)	$6,075.40
Completion of Baseline Groundwater Sampling Event (Includes Laboratory Analysis)	$13,448.80
Preparation of Final Investigation Report (Includes One Round of Comments)	$15,934.00
TOTAL	$350,126.50

Table 7-2. Pricing for Tasks at the Paseo de Vista Landfill

Task	Cost
Installation of Meteorological Station	$5,363.54
Installation of Six Passive Vents	$114,916.10
Installation of Four New Slam Bar Pairs of Soil Vapor Probes (SP-13 through SP-20)	$2,971.70
Installation of 80 Survey Benchmarks	$3,360.75
Completion of Initial Baseline Benchmark Survey and Preparation and Submittal of Report to the City and NMED	$3,360.75
TOTAL	$129,972.84

Exhibit "A"

Table 7-3. Pricing for Long-Term Monitoring at Both Landfills

Task	Cost
Methane Monitoring per Quarter (Four Events Per Year for Four Years)	$76,866.66
Up to Six Additional Methane Monitoring Events at the Paseo De Vista Landfill Due to Precipitation Greater than 0.25 Inches	$16,480.20
Groundwater Monitoring (Two Events Per Year for Four Years)	$109,812.80
Annual Survey Benchmark Report (Four Annual Reports)	$14,621.00
Methane Monitoring Report (16 Reports)	$4,800.00
Groundwater Monitoring Report (Eight Reports)	$55,192.00
TOTAL	$277,772.66

7.2 Hourly Rate Schedule

An hourly rate table for all the INTERA Team's proposed staff as **Table 7-4**.

7.3 Equipment Costs

A schedule of fees for equipment costs associated with the INTERA Team's work at the Ortiz and Paseo de Vista landfills is provided in **Table 7-5**.

Table 7-4. Hourly Rate Schedule for Proposed Staff

Labor Category	Proposed Staff (as applicable)	Hourly Rates (2019)
INTERA Incorporated		
Principal Engineer/Scientist II	Larry Coons, PE, PHg, DGE, DEE	$195.00
	Joe Galemore, PG	
Principal Engineer/Scientist III	Jim Joseph, PE	$195.00
Senior Engineer/Scientist I	Joseph Tracy, PG	$195.00
	Eric Pease, PE	
Senior Engineer/Scientist II	Ed Hughes, PG	$180.00
Senior Engineer/Scientist III		$165.00
Senior Engineer/Scientist IV	Eileen Marcillo	$150.00
Engineer/Scientist I	Lynda Price	$140.00
	Lee Dalton	
	Ashley Arrossa, PE	
Engineer/Scientist II		$130.00
Engineer/Scientist III	Brian Archuleta	$120.00
Engineer/Scientist IV	Elliot Gordon, EIT	$110.00
	Andrew Murphy	
	Austin Hanson	
Senior Technician	Konrad Clark	$115.00
Senior Technical Editor		$115.00
Senior CAD/Graphics		$87.00
Technical Editor/Project Associate		$75.00
Gordon Environmental / PSC		
Senior Project Manager / Sr. Hydrogeologist	Clay Kilmer, PG / Michael Crepeau, PE	$161.00
Engineering Technician	Braden Belliveau	$91.00
Project Assistant		$78.00

Table 7-5. Schedule of Fees for Equipment

Equipment	Unit	Rate
INTERA Incorporated		
GEM-2000 (or Equivalent)	Day	$200.00
Combustible Gas Indicator (CGI)	Day	$100.00
Photoionization Detector (PID)	Day	$75.00
Air Sampling Pump	Day	$50.00
Generator	Day	$200.00
General Field Supplies (ES&H, Tool Kit, etc.)	Day	$100.00
Per Diem	Day	$119.00
Field Vehicle	Day	$45.00
Vehicle Mileage	Mile	$0.58 (current federal rate)
Gordon Environmental / PSC		
pH, Specific Conductance, Temperature, and Water Level Meters	Day	$50.00
Groundwater Pump	Day	$200.00
Groundwater Pump Controller	Day	$200.00
Generator	Day	$200.00
Air Compressor	Day	$200.00
Flow Cell	Day	$200.00
Bailer	Each	$10.00
Hydrasleeves	Each	$10.00
Modified Level D PPE	Each	$30.00
GEM-500 Portable Gas Analyzer	Day	$200.00
GEM-2000 Portable Gas Analyzer	Day	$200.00
Vapor Purge Pump	Day	$200.00
RKI Portable Gas Analyzer	Day	$200.00
Field Vehicle/Vehicle Mileage	Mile	Federal Rate + 10%

*Anticipated equipment rates have been provided; however, additional equipment is available, and rates will be provided upon request.

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

RFP #'19/19/P

PROPOSAL DUE:

January 3, 2019
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505

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Attachments:

1. Non-Disclosure and Conflict of Interest Statement
2. Campaign Contribution Disclosure Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '19/19/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, January 3, 2019.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Shirley Rodriguez
Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: November 28, 2018
To be published on: December 3, 2018

Received by the Albuquerque Journal Newspaper on: November 28, 2018
To be published on: December 3, 2018

PROPOSAL SCHEDULE

RFP # '19/19/P

1.	Advertisement	December 3, 2018
2.	Issuance of RFP'S:	December 3, 2018
3.	Receipt of proposals:	January 3, 2019 at 2:00 p.m. local prevailing time. Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505 (505) 955-5711
4.	Evaluation of proposals:	January 11, 2019
5.	Interviews:	January 15, 2019
6.	Recommendation of award to Public Utilities Committee:	February 6, 2019
7.	Recommendation of award to Finance Committee:	February 18, 2019
8.	Recommendation of award to City Council:	February 27, 2019

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one electronic file and 4 printed copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time January 3, 2018.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m.

The outside of the envelope should clearly indicate the following information:

Proposal number: '19/19/P

Title of the proposal: Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed. The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.

2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.

3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:

    (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and

    (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.

4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:

(1) three percent of the total possible points to a resident business: and

(2) three percent of the total possible points to a business with all resident business subcontractors.

5) The maximum available local preference shall be 6%.

6) Competitive sealed proposals valued in excess of one million dollars ($1,000,000.00)

(1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

(2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, 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 cost if

failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the 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 suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES
'19/19/P

1. Introduction

The City of Santa Fe (City) Environmental Services Division is seeking bids from qualified firms to conduct groundwater monitoring, soil vapor monitoring and other environmental and engineering services for its closed landfill sites, the Former Frank Ortiz Landfill and the Paseo De Vista Landfill. It is important to note that the Former Frank Ortiz Landfill is regulated under a Stage 1 Abatement Plan that is administered by the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB). The Paseo De Vista Landfill is regulated under NMED Solid Waste Bureau (SWB) Solid Waste Management Regulations (SWMR).

2. Former Frank Ortiz Landfill Site

2.1. Background

The Former Frank Ortiz Landfill was never formerly designated or operated by the City as a landfill but was used routinely by its citizens as a municipal dumpsite for the disposal of waste. Aerial photography of the area indicates that the Former Frank Ortiz Landfill was used for this purpose between 1954 and 1968. The Former Frank Ortiz Landfill was re-developed with irrigated soccer fields from 1987 to 1993. The increased irrigation in the area could potentially have enhanced leachate and landfill gas generation. The Former Frank Ortiz Landfill was unregulated, as there were no solid waste management regulations promulgated during that period. No records of received volumes, weights, or waste types were made. The Former Frank Ortiz Landfill was not closed in accordance with state solid waste requirements. No final grading, liner, cap, or other measures were designed to limit percolation of water into the buried wastes.

The Former Frank Ortiz Landfill is within the western part of the Santa Fe topographic quadrangle. The 35-acre Former Frank Ortiz Landfill is bound to the north-northeast by Paseo de las Vistas, the west by the Arroyo Torreon, and to the east by La Loma Vista. It is located along a side slope, feeding into the Arroyo Torreon. The current land use is recreational as a public dog park. Some small trees and sparse native vegetation cover the Park area. Trails, dirt roads, and erosion drainages cover the area. The elevation of the Former Frank Ortiz Landfill ranges from approximately 6,960 ft above mean sea level (amsl) to 7,030 ft amsl. Groundwater is located approximately 360 feet below ground surface.

2.2. Required Contractor Services -- Continued Stage 1 Abatement Plan Investigations

The contractor will implement the amended work plan prepared by INTERA and approved by the New Mexico Environment Department, as included in the Phase II Environmental Site Assessment Report, Former Frank Ortiz Landfill, Santa Fe County, New Mexico, dated July 30, 2018 (attached). The amended work plan includes, but is not limited to, the following required activities:

1. Installation of three groundwater monitoring wells downgradient to the Former Frank Ortiz Landfill Site. The proposed well locations are shown on Figure 2. The new groundwater

monitoring wells will be completed as a groundwater monitoring well coupled with permanent soil vapor sampling ports (one shallow, one intermediate, and one deep).;

2. Completion of new groundwater monitoring wells coupled with three soil vapor ports: one shallow, one intermediate, and one deep. To be consistent with the other three on-site soil vapor monitoring wells, the shallow, intermediate, and deep vapor sampling ports will be installed at approximately 10, 30, and 40 ft bgs.;

3. Installation of a soil vapor well with three soil vapor ports (one shallow, one intermediate, and one deep), adjacent to existing groundwater monitoring well, Ortiz Park-1. The shallow, intermediate, and deep vapor sampling ports will be installed at approximately 10, 30, and 40 ft bgs.;

4. Collection of eight soil samples (two per soil boring) during well installation to be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED designated metals (arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), polychlorinated biphenyls (PCBs), and nitrate/nitrite. Two (2) soil samples will be submitted to the laboratory for analysis from each soil boring location. In the soil borings completed for groundwater monitoring wells, one soil sample will be collected just below the total depth of the waste and one soil sample collected at the water table interface. For the soil vapor well, one soil sample will be collected just below the total depth of the waste and one soil sample collected at the total depth of the soil boring;

5. Conduct a single initial soil vapor monitoring event following the installation of the soil vapor well collecting soil vapor samples from all Former Frank Ortiz soil vapor wells (4 total soil vapor wells, 3 ports per soil vapor well and three ground water wells with co-located soil vapor probes [3 soil vapor probes per groundwater well]) (21 soil vapor probes total) to test for the presence and concentration of landfill gases (methane and hydrogen sulfide) and VOCs;

6. Conduct a single initial groundwater monitoring event collecting groundwater samples from all site groundwater monitoring wells (4 total groundwater monitoring wells) and analyzing for VOCs, SVOCs, NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), PCBs, and nitrate/nitrite; and,

7. Conduct four additional semi-annual groundwater monitoring events at all groundwater wells to be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), polychlorinated biphenyls (PCBs), and nitrate/nitrite.

The contractor shall also develop a schedule for completion of all activities contained within the Phase II Environmental Site Assessment Report, Former Frank Ortiz Landfill, Santa Fe, Santa Fe

County, New Mexico for approval by the City and subsequent submittal to the NMED GQWB for their subsequent approval. Pursuant to Section 4109 of the New Mexico Ground and Surface Water Protection Regulations (20.6.2 NMAC), the contractor will conduct all investigation, abatement, monitoring, and reporting activities according to the terms and schedules contained in the approved Plan or approved by the City and NMED pursuant to the plan.

The contractor shall conduct all work subject to Section 20.6.2.4 107 NMAC concerning advance notice for sampling, well plugging and abandonment, and NMED rights for entry, inspection, and sampling. NMED's approval of the City's amended plan does not relieve the City of its responsibility to obtain third-party access and to comply with any other applicable federal, state, and/or local laws and regulations, including zoning requirements and nuisance ordinances.

Any changes by the contractor to the activities prescribed in the NMED-approved amendments to the S1AP (Stage 1 Abatement Plan) must receive prior approval in writing from NMED. If implementation of the approved plan fails to adequately define site conditions and provide the data necessary to select and design an effective abatement option, additional Stage 1 actions may be required.

2.3. Schedule

The contractor shall submit a schedule to complete all proposed field activities at the Former Frank Ortiz Landfill. The installation of the groundwater monitoring wells and soil vapor monitoring well shall be conducted in Year 1 of the proposed schedule. The addition site investigation report, to be completed following the installation of the groundwater monitoring wells and soil vapor well and after the initial ground water and soil vapor monitoring events shall also be completed in Year 1 of the proposed schedule. Only long-term monitoring activities shall be completed in Year 2, Year 3, and Year 4.

2.4. Report Requirements

A report deliverable will be submitted to the City of Santa Fe and NMED after the completion of the additional Site investigation. A comprehensive additional investigation and groundwater monitoring event report will be submitted upon completion of the performed field activities, receipt of analytical data, and data evaluation. The report will summarize field activities, include soil boring logs, monitoring well construction diagrams, field measurements, and laboratory analytical results (historical and present) associated with groundwater monitoring at the Site. The report format will contain the following information:

- Introduction, Scope of Work, and Work Plan Deviations
- Project Description
- Description of Field Activities
- Summary of Data
- Conclusions

- Recommendations
- Figures:
  - Site Plan
  - Potentiometric Surface Map
  - Distribution of VOCs in Groundwater
- Tables:
  - Fluid Level Measurements
  - Laboratory Results (groundwater and soil), including historical groundwater data for existing wells
- Appendices:
  - Soil Boring Logs
  - Monitoring Well Construction Diagrams
  - Field Notes and Forms
  - Laboratory Analytical Reports

The final report will be used to update the existing S1AP. The S1AP will be updated to include the contractor completed environmental investigation information, as well as include the rationale and approach for long-term groundwater and soil vapor monitoring activities required by NMED to be conducted at the Site.

2.5. Report Delivery and Submission

The contractor must provide editable electronic versions of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each report, distribution as follows:

a. Shirlene Sitton, 2 copies, City of Santa Fe Environmental Services Director

b. Alex Puglisi, City of Santa Fe Public Utilities Department

c. NMED SWB, Attention George Schuman

d. NMED GWQB, Attention Justin Ball

2.6. Pricing

The contractor shall provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and

data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

Task	Cost
Install three groundwater monitoring wells with co-located soil gas probes	
Install soil vapor monitoring well	
Conduct baseline soil gas monitoring event (include laboratory analysis)	
Conduct baseline ground water sampling event (include laboratory analysis)	
Final Investigation Report (include costs for a City review of a draft and for the contractor to address one round of comments)	
In addition to the above costs, the contractor shall also provide an hourly rate table for all proposed staff as well as a schedule of fees for equipment costs.	

3. Paseo de Vista Landfill Site

3.1. Background

The 110-acre Paseo de Vista Landfill received waste from 1969 until approximately 1999. Pursuant to landfill closure groundwater monitoring requirements, nine groundwater monitor wells have been completed around the Paseo de Vista landfill. The Paseo De Vista Landfill was closed and is regulated under the NMED SWMR.

3.2. Required Contractor Services

The contractor will be responsible for the implementation of the approved *Methane Remediation Plan, Paseo de Vista Closed Landfill, Santa Fe, Santa Fe County, New Mexico* dated August 13, 2018, as approved by the NMED Solid Waste Bureau *(attached).* The Remediation Plan includes, but is not limited to, the following activities:

1. Conduct two ground water monitoring events per year (semi-annual) at Paseo De Vista ground water monitoring wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and Ortiz Park Well #1 to provide water depth only;

2. Conduct two ground water sampling events per year (semi-annual) at Paseo De Vista groundwater monitoring wells MW-2, MW-6, MW-7, and MW-8 according to regulations and one sampling event every five years for Table 1 parameters as referred to subsections A and C.

3. The Contractor must provide power source capable of powering ½ and ¾ HP motor control boxes. The City will provide all control boxes.

4. For each sampling event, the contractor will provide a water level reading on each of the wells.

In addition, the Remediation Plan requires routine quarterly methane monitoring of the landfill gas (LFG) wells located at the Paseo de Vista landfill. There are 20 SP wells (20) and 4 GV wells with one probe each (4) (24 total) and nine groundwater monitoring wells at the Paseo de Vista landfill.

Required contractor services associated with the groundwater monitoring and landfill gas locations is provide below in Section 4. The following sub sections 3.3 through provide contractor required services specific for Paseo de Vista Landfill.

3.3. Installation of a Meteorological Station

The contractor will install a meteorological station that will measure temperature, precipitation, wind speed, and wind direction. The data acquired by the meteorological station will be transmitted to and stored on a computer. Once the meteorological station is installed, the additional methane monitoring described below will be triggered by precipitation measured at the Paseo De Vista Landfill's meteorological station. Precipitation event's greater than 0.25 inches will be alarmed, i.e., the computer will notify the party responsible for monitoring precipitation and scheduling the precipitation-triggered methane monitoring (contractor). The meteorological station will be installed at/near the materials recovery facility where there are existing utilities (electricity and internet) to facilitate a cost-effective installation. The contractor will inform NMED of the proposed location prior to installation.

3.4. Installation of Passive Gas Vents and Slam Bar Monitoring Locations

The contractor is required to install six (6) passive gas vents at the Paseo De Vista Landfill. The proposed locations of passive gas vents will be provided by the City. Typical passive gas vent installation methods include mobilizing a large diameter bucket auger, advancing an approximately 24-inch boring through the entire thickness of waste and installing a 6-inch diameter, schedule 80, polyvinyl chloride (PVC) casing perforated across the entire waste interval. The annular space between the 6-inch perforated PVC casing and the borehole wall will be backfilled with washed pea gravel (or similar) and the annular space between the solid PVC casing and the borehole wall from the top of waste to the ground surface will be backfilled with auger spoils. The gas vents will be completed at the surface with aluminum turbine tops and sampling ports. The final design of the passive gas vents will allow for conversion to active extraction gas vents should active extraction of methane be required in the future. A general passive gas vent construction detail is presented on Figure 2 in the Golder Report (attached). The contractor will be required to propose the location of passive vents to NMED for approval prior to installation.

The contractor shall install four additional pairs of slam bar monitoring locations will be installed. The four new slam bar pairs will be installed at the approximate locations shown on Figure 1 of the Golder Report identified as SP-13 through SP-20.

3.5. Installation of Settlement Benchmarks

Differential settling of the landfill cover can result in low areas that can catch and hold storm water allowing it to infiltrate through the cover and into the landfill rather than running off. Storm water infiltration through the landfill cover can contribute to excess methane generation. The contractor will install settlement benchmarks (80 benchmarks) to monitor differential settlement of the Paseo De Vista Landfill cover. Ten sets of eight settlement benchmarks will be installed on 100-foot spacing at the approximate locations shown on Figure 3 in the attached Golder Report. Upon installation of the benchmarks, each benchmark will be surveyed in NM State Plane Coordinates with

vertical precision of 0.01 foot and the elevation of each newly installed benchmark will serve as the baseline value that future surveyed elevations will be compared to evaluate whether or not settling of the landfill cover has occurred.

After installation of the benchmark array and completion of the initial baseline survey, an as-built report will be submitted to the City and NMED by the contractor that will include a map showing the locations of the benchmarks, a tabular summary identifying the benchmarks with horizontal and vertical coordinates for each, a statement identifying the coordinate system and vertical datum that was used and a professional seal of a Registered Land Surveyor licensed in New Mexico.

3.6. Schedule

The following is a tentative schedule for the commencement of each of the proposed remedial actions above as included in the amended plan for the Paseo De Vista Landfill:

- Installation of a meteorological station: within Year 1 of the contract;
- Installation of passive gas vents: within 12 months of the Contract;
- Installation of slam bar locations SP-13 through SP-20: within 12 months of the Contract; and,
- Installation of settlement benchmarks: within 12 months of the Contract; and,
- Conduct initial baseline survey of the Paseo De Vista Landfill.

3.7. Pricing

Task	Cost
Install Meteorological Station	
Install 6 Passive Vents	
Install 4 new slam bar pairs of soil vapor probes (SP-13 through SP-20)	
Install 80 Survey Benchmarks	
Conduct Initial Baseline Benchmark Survey and provide a report to the City and NMED	

4. Long Term Monitoring – Both Landfills

Methane monitoring activities and ground water monitoring activities will be conducted at both the Former Frank Ortiz Landfill and the Paseo De Vista Landfill at the same time. Methane monitoring will be conducted quarterly, and ground water monitoring will be conducted on a semi-annual basis (2 events per calendar year).

4.1. Methane Monitoring

Methane monitoring events have been conducted quarterly at the Paseo De Vista Landfill for several years. Future methane monitoring events will include collecting readings from soil vapor probes at both the Paseo De Vista Landfill and the Former Frank Ortiz Landfill.

In addition, six additional methane monitoring events will be performed after precipitation events greater than or equal to 0.25-inches of precipitation as measured at the Santa Fe Airport until the meteorological station is installed at the Paseo De Vista Landfill. Methane monitoring will occur two to four weeks after 0.25-inches or greater precipitation. If two or more 0.25 inch or greater precipitation events occur in a two-week period, monitoring will be performed two to four weeks after the last precipitation event. The 0.25-inch trigger value is on the low end of "typical" storms on record during the rainy months in Santa Fe.

The six additional monitoring events described here will be in addition to the routine compliance (i.e. quarterly) methane monitoring performed at the Landfill unless a routine methane monitoring event, typically conducted in March, June, September, and December, falls within the two to four weeks from 0.25-inch or greater precipitation timeframe, as described above.

4.2. Ground Water Monitoring

Pursuant to SWMR requirements for landfill closure, five groundwater monitoring wells were completed around the Paseo De Vista landfill. Monitoring wells 1-3 (MW-1, MW-2 and MW-3) were completed in 1993. Due to an apparent change in water table gradient, monitoring wells 4 and 5 (MW-4 and MW-5) were installed in 1998 to improve monitoring well network coverage around the landfill. Additional downgradient monitoring wells 6-8 (MW-6, MW-7 and MW-8) were installed southeast of the Paseo De Vista Landfill in June 2004 in response to an NMED-SWB request for additional downgradient monitoring well coverage for the Paseo De Vista Landfill. The Contractor will be required to provide semi-annual monitoring (including water-level measurements) and sampling of groundwater water wells at the Paseo de Vista Landfill and Ortiz Landfill (Ortiz Park#1), as required by NMED-SWB under their closure requirements for this landfill. The contractor will be required to sample wells according to requirements of the SWMR.

In accordance with the closure plan, the Contractor will provide the general services to the City of Santa Fe.

- Ground water sampling will be completed according to EPA Methods for applicable testing parameters.
- A trip blank will be tested for each sampling event.
- All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7 and MW-8.
- Contractor shall be responsible for analytical laboratory testing of samples according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test was completed on 1/31/11.

All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7 and MW-8.

4.3. Annual Survey

After the initial baseline survey the settlement benchmarks will be surveyed on an annual basis and an annual survey will be submitted to the City and NMED.

A brief settlement benchmark survey report will be prepared by the contractor within four weeks of receipt of each event's survey data and will be submitted to NMED. The report will include a brief discussion of survey activities, the latest survey data for each of the 80 benchmarks, and a table of relative elevation change from the previous, and initial, survey for each benchmark. Annual surveying of the settlement benchmarks and associated reporting will be performed for a period of 5 years. Upon completion of the five-year surveying period, a final report will be prepared and submitted to NMED summarizing the findings of the settlement evaluation. Appropriate recommendations for landfill cover improvements or maintenance, if necessary, will be included in the final report.

The contractor shall monitor and sample all groundwater wells once every six months. Analyses of all water samples for the NMED SWB regulatory required parameters to includes VOCs, primary mineral ions, metals, and radiological parameters.

4.4. Methane Monitoring Report Requirements

The results of each of the six additional methane monitoring events will be summarized in a letter report and submitted to NMED.

The contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:
    a. Introduction
    b. Monitoring Methods and Procedures
    c. Monitoring Results
    d. Laboratory Analysis (if applicable)
    e. Assessment monitoring levels
    f. Conclusion and references.
2. For each vapor monitoring well in the network, the contractor shall include the following information:
    a. Tables that include:
        i. Cumulative monitoring data per well per event
        ii. Laboratory Analytical data (if applicable)
    b. Figures including:
        i. Map of the Landfill(s)
        ii. Methane concentration map
    c. Appendices including:
        i. Laboratory reports and chain of custody documents

ii. Methane monitoring field notes

4.5. Ground Water Monitoring Report Requirements

The contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:
   d. Introduction
   e. Geo-hydrologic conditions
   f. Current investigation
   g. Water level, gradient and trend
   h. Groundwater flow velocity estimates
   i. Groundwater sampling and analysis
   j. Summary of groundwater quality data
      i. Organic constituents
      ii. Metal constituents
      iii. Other inorganic constituents
      iv. Proposed background and assessment monitoring level concentrations
   k. Assessment monitoring levels
   l. Conclusion and references.
3. For each monitoring well in the network, the contractor shall include the following information:
   a. Tables that include:
      i. Cumulative water level data
      ii. Organic water quality data
      iii. Inorganic water quality data
   b. Calculated groundwater flow velocity
   c. Figures including:
      i. Map of the Landfill(s)
      ii. Water table map
      iii. Groundwater quality summary map

iv. Nitrate concentrations and histories.

d. Appendices including:

i. Water level hydrographs on all monitoring wells

ii. Laboratory reports for water quality analyses

iii. Groundwater sampling field notes and chain of custody documents

The contractor shall provide required notification to NMED SWB of site-specific assessments level exceedance (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

4.6. Report Delivery and Submission

The contractor must provide editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each groundwater monitoring report, distribution as follows:

a. Shirlene Sitton, 2 copies, City Environmental Services Director

b. Alex Puglisi, City Public Utilities Department

c. NMED SWB – Attention George Schuman

d. NMED GWQB – Attention Justin Ball

4.7. Long Term Monitoring Pricing

Task	Cost
Methane Monitoring per quarter (4 events per year, 4 years)	
Up to 6 additional methane monitoring events at the Paseo De Vista Landfill due to precipitation greater than 0.25 inches	
Groundwater Monitoring (2 events per year, 4 years)	
Annual Survey Benchmark Report (4 annual reports)	
Methane Monitoring Report (16 reports)	
GW Monitoring Report (8 reports)	

The contractor provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

a. Vadose zone testing planning and sampling, and reporting
b. Sampling methodologies, including low flow sampling.
c. Well design recommendations
d. Request to regulators to reduce sampling events and parameters
e. Support for meetings with regulators
f. Recommendations on sampling well maintenance and repairs
g. Meetings with other contractors and staff on wells, sampling, regulations, etc.
h. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
i. Financial assurance consultation and submittals
j. Additional sampling as requested by City.

SUBMITTAL REQUIREMENTS
'19/19/P

Proposals should be provided in binders with tab separators indicating tab number. Proposal shall not include marketing materials with the exception of warranty coverage of equipment.

Tab 1. Transmittal Letter and Executive Summary

The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 2. Company Background with Key Proposed Personnel and Team Organization

Provide a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in RFP including all third-party companies if applicable.

Provide a description of the types of services your company is performing within the solid waste landfill industry. It is expected that all of the points shall be addressed for

each company involved in a proposal, prime or third-party.

Provide a summary of your company's ability to meet/deliver the requirements as provided within the RFP.

Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed project team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Educational background
6. Professional registrations and memberships
7. Professional references, and
8. Additional relevant information

The City reserves the right to contact professional references on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

Tab 3. Project Approach

Provide a full description of the proposed approach to provide the services that will satisfy the requirements associated with the specifications identified in this RFP, including:

- A summary description of your company's capabilities to meet the project specifications listed, and how your methodology will meet or exceed the specifications. The narrative should be written for an audience of the end-user.
- Describe any relevant additional/optional services that you can provide not listed within the RFP
- Indicate any exception taken to either the requirements or conditions of this RFP. Describe exceptions and identify what is being offered alternatively. Identify any areas the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. ESD reserves the right to disallow exceptions it finds are not in the best interests of ESD.

Tab 4. Work Plan/Project Schedule

The proposer shall include a proposed project work plan and schedule, including

their recommended implementation plan and a description of the anticipated implementation timelines and assumptions. The proposed Project schedule should also include major milestones, activities, and timing of deliverables.

Tab 6. Knowledge of Regulatory Requirements/Local Conditions

Proposers should include their qualifications to conduct groundwater, landfill gas, and soil vapor monitoring; and other applicable environmental engineering services relevant to closed landfills. Demonstrate your firm's qualifications to administer requirements of a Stage 1 Abatement Plan and other regulatory requirements for both the New Mexico Environment Department Ground Water Quality Bureau and the Solid Waste Bureau.

Proposers should clearly outline their knowledge of the history of the two closed landfills and the historical and local conditions around the sites.

Additionally, describe your firm's sampling and field safety protocols. Describe best practices, any training key staff receive for sampling protocol, and equipment use. Describe safety protocols used in your firm for this kind of sampling.

What laboratory is used for processing samples? Attach laboratory best practices and safety protocols.

Tab 7. Price Proposal

The Contractor's compensation for all services set forth in this RFP, including changes, additions, and modifications to the plan over time is to be included in the Cost Proposal. Include the following costs from the scope of services in your proposal:

Pricing- Former Frank Ortiz Landfill Site

The contractor shall provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

Task	Cost
Install three groundwater monitoring wells with co-located soil gas probes	
Install soil vapor monitoring well	
Conduct baseline soil gas monitoring event (include laboratory analysis)	

Conduct baseline ground water sampling event (include laboratory analysis)	
Final Investigation Report (include costs for a City review of a draft and for the contractor to address one round of comments)	
In addition to the above costs, the contractor shall also provide an hourly rate table for all proposed staff as well as a schedule of fees for equipment costs.	

Pricing- Paseo de Vistas Closed Landfill Site

Task	Cost
Install Meteorological Station	
Install 6 Passive Vents	
Install 4 new slam bar pairs of soil vapor probes (SP-13 through SP-20)	
Install 80 Survey Benchmarks	
Conduct Initial Baseline Benchmark Survey and provide a report to the City and NMED	

Pricing- Long Term Monitoring-Both Landfills

Task	Cost
Methane Monitoring per quarter (4 events per year, 4 years)	
Up to 6 additional methane monitoring events at the Paseo De Vista Landfill due to precipitation greater than 0.25 inches	
Groundwater Monitoring (2 events per year, 4 years)	
Annual Survey Benchmark Report (4 annual reports)	
Methane Monitoring Report (16 reports)	
GW Monitoring Report (8 reports)	

The contractor provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review

of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

k. Vadose zone testing planning and sampling, and reporting
l. Sampling methodologies, including low flow sampling.
m. Well design recommendations
n. Request to regulators to reduce sampling events and parameters
o. Support for meetings with regulators
p. Recommendations on sampling well maintenance and repairs
q. Meetings with other contractors and staff on wells, sampling, regulations, etc.
r. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
s. Financial assurance consultation and submittals
t. Additional sampling as requested by City.

EVALUATION CRITERIA
&
WEIGHTED VALUES
&
EVALUATION COMMITTEE MEMBERS

Method of Award - The project will be awarded based upon the following criteria:

1. **Ranking of qualified proposals** by the Selection Committee as per the enclosed rating system.

2. Interviews

- Interviews will be conducted at the option of the City. If no interviews are performed, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.

- If interviews are conducted, interviews will be conducted with the top three ranked firms based of the score from the Evaluation Criteria Form.

- If interviews are conducted, then only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.

3. Consideration and approval of the governing body of the City of Santa Fe. The City Council, as governing body, will consider the Public Utilities and Finance Committees' recommendations and make the final decisions as to award of the contract.

Evaluation Committee Members - The selection committee may consist of representatives from the following departments/divisions:

Finance Department
Purchasing Officer or Designee

Public Utilities Department
Environmental Compliance Officer

Public Utilities Department
Environmental Services Department Director or designee

Public Utilities Department
One technical representative from the Water Division

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee.

Interviews – Interviews, if conducted, will be scheduled by the City of Santa Fe. They will consist of a 1-hr. 15-minute presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the professionals who will be assigned to this project and make them available for questions by the Selection Committee. At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

EVALUATION CRITERIA & WEIGHTED VALUES

	CRITERIA	WEIGHTED VALUE		EVALUATION POINTS	TOTAL
1.	Relevant Experience of Firm with similar projects	15%	X	_____	_____
2.	Quality of Staff Assigned To Project (Qualifications/Skills)	10%	X	_____	_____
3.	Past Performance (For City of SF or other entity on similar project)	10%	X	_____	_____
4.	Approach/Methodology	15%	X	_____	_____
5.	Work Plan/ Project Schedule	15%	X	_____	_____
6.	Knowledge of Regulatory Requirements/Local Conditions	15%	X	_____	_____
7.	Proposed Fees (Reasonable for Scope/Schedule)	20%	X	_____	_____
				TOTAL	____

Evaluation Points: 1 = Lowest through 5 = Highest

At its discretion, the City of Santa Fe reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top-rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '19/19/P

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____ , the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/ proposals* received in response to the *Request for Offers! Request for Proposals,* entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal,* or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

_____

SIGNATURE AND DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform Environmental and Engineering services, for the purposes of landfill investigation and monitoring at the former Ortiz Landfill and the Paseo de Vista Landfill, as described in the proposal documents attached hereto.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the amount of _____ dollars ($_____) such compensation not to exceed _____ ($_____), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling _____($_____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____ ($_____). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after

the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE City. This Agreement shall terminate on _____ unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the

City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Santa Fe. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City Council as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age,

physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the City of Santa Fe shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General

Services Department by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Shirlene Sitton, Director
Environmental Services
Division City of Santa Fe
Sesitton@ci.santa-fe.mn.us
505-955-2209
1142 Siler Road
Building A
Santa Fe, NM 87504

To the Contractor: [insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

_____
NAME AND TITLE
DATE:_____

CRS#_____

Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 10/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5100331.510250 AL
Business Unit Line Item

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

GB PUD ESD AMENDMENT 1 TO INTERA

Final Audit Report 2021-03-11

Created:	2021-03-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAMdJAekz2Au6GMICJ6HRkGM1YMn3bOjru

"GB PUD ESD AMENDMENT 1 TO INTERA" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

p) Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for two (2) Capital Improvement Projects: Installation of an inclinometer sensor (SENSOR) and Development of a Conceptual Work Plan in the total amount of 88,536.57 (exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)

Committee Review:
Public Works and Utilities Committee: 03/29/21
Finance Committee: 04/05/21
Governing Body: 04/14/21

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021
ISSUE NO. 7f Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for two (2) Capital Improvement Projects: Installation of an inclinometer sensor (SENSOR) and Development of a Conceptual Work Plan in the total amount of 88,536.57 (exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203) **Committee Review:** Public Works and Utilities Committee: 03/29/2021 Finance Committee: 4/5/2021 Governing Body: 04/14/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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: February 28, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with John Shomaker and Associates Inc. (JAI) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #5 to with JSAI, Inc. for 2 Capital Improvement Projects (CIP):

1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. The permanently-installed SENSOR is a requirement for dam safety to ensure that no movement or instability occurs during the excavation and reconstruction of the Nichols outlet conduit.
2. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13. The PLAN will comprise a technical evaluation of the hydrogeologic framework, water rights, permitting, water quality and utilization of existing infrastructure to maximize water supply, environmental benefit and water system resiliency.

BACKGROUND AND SUMMARY

PSA #19-0645 was competively bid via an RFP process for City of Santa Fe Water (CoSFW) to obtain specialized technical hydrogeologic services. First, Amendment #5 will enable CoSFW to address time-critical dam safety requirements to enable to Nichols Dam reconstruction efforts to remain on track and provide real-time monitoring of the stability of the earthen dam face during the outlet conduit repairs. Inclinometer installation work includes project management, OSE permitting, drilling through the dam embankment to bedrock, installing a casing, providing instrumentation and data logging with field calibration and testing of the SENSOR. The cost to complete this work is bid at $65,344.44 plus GRT. Second, Amendment #5 will provide CoSFW the ability to develop a PLAN for ASR at BWF 10-13 as part of its 40- and 80-year water planning efforts through the Santa Fe Water 2100 process and will be completed in accordance with Resolutions 2019-56 and Resolution #$_{2017\text{-}18}$(ASR Resolution #). The cost to complete the PLAN is $23,193.13 plus GRT.

ACTION REQUESTED

Staff requests approval of Amendment #5 to PSA with JSAI for specialized technical hydrogeological services to support dam safety requirements as part of the Nichols outlet conduit repair efforts and to

support an ASR evaluation at BWF 10-13 as part of Santa Fe Water 2100 planning efforts. Staff requests approval of the Budget Increase (BAR) to complete these 2 task order for a total of $88,536.57, plus GRT from the Water Enterprise Cash Balance to the CIP Engineering fund for FY 20/21. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/	3/3/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050385	572960	WTR1950508	93,683	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 93,683	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #5 with JSAI for 1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(93,683)
TOTAL:	**(93,683)**

Maya Martinez 3/3/2021
Prepared By *{print name}* Date

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

AJH
AJH (Mar 9, 2021 09:12 MST)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Shannon Jones
Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645, 20-0384

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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

The Contractor shall provide professional services for the City as outlined in Exhibit “E” attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total eighty eight thousand five hundred thirty six dollars and fifty-seven cents ($88,536.57) plus applicable gross receipts tax, as outlined in Exhibit “E” attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million one hundred seventy thousand three hundred seventy dollars and fifty seven cents ($1,170,370.57) plus applicable gross receipts taxes, in total for the term of the Agreement.

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. 5 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: JSAI

Steve T. Finch, Jr., CPG, PG
NAME & TITLE

Date: 3/4/2021

CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Mar 4, 2021 08:00 MST)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.510320 AL
Business Unit/Line Item AL

February 24, 2021

William H. Schneider
Santa Fe Water Division
City of Santa Fe
801 W. San Mateo Rd
Santa Fe, New Mexico 87505 whschneider@santafenm.gov

RE: Proposed FY2020 Hydrogeologic Services Contract Amendment, Contract # 19-0645, Munis Contract # 3200871, P.O. #22100907

Dear Bill:

As requested by the City of Santa Fe Water Division, John Shomaker & Associates, Inc. (JSAI) has prepared this proposed contract Amendment for the referenced hydrogeologic services contract for Fiscal Year 2020 (FY2020). FY2020 begins July 1, 2020 and ends June 30, 2021.

The JSAI Hydrogeological Services Contract is specifically for the following service:

- Hydrology
- Hydrogeology
- Permit compliance
- Management requirements

The proposed Amendment relates to additional items for the Water Division within the existing purview of Hydrogeologic Services Contract # 19-0645, Munis Contract # 3200871. The proposed Amendment includes the following items:

Task A – Subcontract Drilling Contractor and equipment provider for installation of inclinometer in Nichols Reservoir Dam. Work proposed for Amendment Task A includes subcontracting the drilling contractor and instrumentation provider, and management of subcontractor. The drilling contractor is to drill one 100 ft hole into Nichols Dam and install 1-inch diameter tube cemented in place. The equipment provider will install the inclinometer equipment. JSAI will develop a work plan and solicited drilling bids from qualified drilling contractors requesting unit pricing. A cost estimated has already been provided by the equipment provider BDI (see attached). Total cost to complete Task A is provided in the table below.

Item	cost
JSAI subcontract management	$2,680.00
Drilling subcontractor	$7,336.00
Instrumentation subcontractor	$45,812.58
Carrying Charge (10%)	$5,314.86
JSAI Field Services/reporting	$4,200.00
SUB-TOTAL	$65,343.44
NMGRT	$5,145.80
TOTAL	$70,489.24

JSAI will track the subcontractor unit costs, to ensure the City of Santa Fe will only be invoiced for subcontractor work performed.

Task B – Assist the Water Division with developing the Buckman Well 10-13 Aquifer Storage and Recovery concept. This task includes the following:

1. The BW10-13 ASR concept will include a brief summary of 1) the source(s) of water used for the project, 2) potential size of project (e.g. quantity of water), 3) proposed recharge method(s), 4) proposed recharge locations, and 5) primary recovery well(s). The concept will also outline land access and permitting requirements.
2. Perform groundwater flow model analysis of the ASR Concept. One dimension vadose zone model will be used for estimating recharge to groundwater. The NMOSE administrative model will be used to evaluate recharge and recovery effects.
3. Prepare a report that outlines the BW10-13 ASR Concept and feasibility

Work under Task B is proposed to be time and materials with a not to exceed of $23,193.13.

Cost Estimate

The total estimated cost for contract Amendment is **$93,682.37** (includes New Mexico Gross Receipts Tax. JSAI will provide monthly updates with invoiced time and materials incurred for this amendment.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.



Steven T. Finch, Jr., CPG, PG
V.P., Principal Hydrogeologist-Geochemist

STF:sf

ENVIRO-DRILL, INC. — AUTHORIZATION FOR DRILLING SERVICES

CLIENT NO. 14036
CLIENT JOHN SHOMAKER & ASSOCIATES
2611 BROADBENT PKWY, NE
ALBUQUERQUE, NM 87107

PROPOSAL / JOB NO. 2381PH086
CONTRACT REPRESENTATIVE STEVE FINCH
DATE & TIME TO BE ON SITE TBA
OSHA SAFETY LEVEL C

TELEPHONE 505-345-3407
EMAIL SFINCH@SHOMAKER.COM
ESTIMATED WORK DAYS 1

PROJECT NICHOLS DAM
LOCATION SANTA FE, NM

SCOPE OF WORK
ENVIRO-DRILL, INC. (EDI) WILL FURNISH THE MATERIAL & LABOR NECESSARY TO PERFORM THE FOLLOWING SERVICES

☒ GEOTECHNICAL ☐ ENVIRONMENTAL ☒ TIME & MATERIALS ☒ PER FOOT RATES ☐ LUMP SUM ☐ LABOR

☒ VERTICAL ☐ ANGLE ☒ HOLLOW STEM ☐ ODEX ☐ ROTARY: AIR / MUD ☐ CORE ☐ OTHER:
☐ MONITOR WELL ☐ VAPOR ☐ PIEZOMETER ☐ EXPLORATION ☐ WELL ABANDON ☐ PUSH RIG ☒ RIG TYPE: CME 75

NO. HOLES: 1 DEPTHS: 100' INSTALL INCLINOMETER NO. HOLES: DEPTHS:
NO. HOLES: DEPTHS: NO. HOLES: DEPTHS:

SAMPLE: ☒ STANDARD SPLIT-SPOON ☒ RING ☐ MODIFIED CALIFORNIA ☐ CONTINUOUS ☐ BULLNOSE ☐ PERCOLATION / INFILTRATION ☐ HYDROPUNCH
SAMPLE INTERVAL: ☒ CLIENT DIRECTION **SLEEVES:** ☐ CLIENT ☐ EDI **SIZE:**

BACKFILL: ☐ CUTTINGS ☒ GROUT ☐ BENTONITE **CAP OFF WITH:** ☐ ASPHALT ☐ CEMENT **CUTTINGS:** ☒ GROUND ☐ DRUM

DECONTAMINATION SERVICES **BEFORE / AFTER PROJECT:** ☐ YES ☒ NO **DECONTAMINATE ON SITE:** ☐ YES ☐ NO **FLUIDS:** ☐ DRUM ☐ LEAVE ON GROUND

CLIENT AGREES TO PROVIDE:
• ALL UTILITY CLEARANCES, BOTH PUBLIC & PRIVATE, LISTING ENVIRO-DRILL, INC. AS EXCAVATOR. LOCATOR(S) SERVICE & REFERENCE NUMBER LISTED.

LOCATOR **ORDER NO.**
LOCATOR **ORDER NO.**
• HEALTH & SAFETY PLAN • ACCESS & EGRESS TO SITE(S) LOCATION & SITE(S) ACCESSIBLE TO CONVENTIONAL DRIVE, TRUCK-MOUNTED RIGS.

ADDITIONAL INFORMATION: PRICES GOOD FOR 90 DAYS AFTER WHICH A REVIEW WILL BE REQUIRED.

FEES & CHARGES
FEES FOR SERVICES WILL BE **(A)** LUMP SUM OF: **(B)** IN ACCORDANCE WITH FEE SCHEDULE BELOW WITH AN ESTIMATE OF: $7336
PAYMENT FOR SERVICES WILL BE PAID: ☐ IN ADVANCE ☐ UPON RECEIPT OF INVOICE ☒ AGREEMENT / TERMS

RENTALS & EXPENDABLES ARE INVOICED AT EDI COST PLUS 25%, F.O.B. JOB SITE. JOB SUPPLIES PURCHASED & NOT USED WILL BE RETURNED TO VENDOR & CLIENT WILL BE INVOICED FOR VENDOR'S RESTOCKING CHARGE PLUS 25%. ALL/ANY TAXES ARE THE RESPONSIBILITY OF THE CLIENT UNLESS OTHERWISE STATED.

PAY CODE	DESCRIPTION	QUANTITY	UNIT RATE	AMOUNT
	MOBE	1	750	750
	DRILLING OPERATIONS - PER FOOT	100	25	2500
	WELL SUPPLIES - PER FOOT	100	20	2000
	ANNULAR SEAL - PER FOOT	100	8	800
	DEMOBE	1	750	750
	STANDBY - PER HOUR	-	175	-

AGREEMENT

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACTUAL AGREEMENT. THE STANDARD TERMS AND CONDITIONS LIMIT THE LIABILITY OF ENVIRO-DRILL, INC. (EDI) TO CLIENT. TOGETHER WITH THE FOREGOING SCOPE OF WORK AND THE RELATED FEES AND CHARGES, THE STANDARD TERMS AND CONDITIONS COMPRISE THE ENTIRE AGREEMENT (THE AGREEMENT) BETWEEN CLIENT AND EDI WITH RESPECT TO THE SCOPE OF WORK.

IN THE EVENT A WRITTEN MASTER AGREEMENT, SIGNED BY BOTH CLIENT AND EDI, IS PRESENTLY IN EFFECT THAT BY ITS TERMS IS INTENDED TO GOVERN THE SCOPE OF WORK DESCRIBED ABOVE, THEN THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL CONTROL IF IN CONFLICT WITH THE STANDARD TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

RODNEY HAMMER — ENVIRO-DRILL, INC. PROJECT MANAGER
02-24-21 — DATE

THE UNDERSIGNED, ACTING AS A DULY AUTHORIZED REPRESENTATIVE OF CLIENT, HAS REVIEWED THE ABOVE SCOPE OF WORK AND RELATED FEES AND CHARGES AND ALL OTHER PARTS OF THE AGREEMENT, AND HEREBY ACCEPTS THE AGREEMENT AND AUTHORIZES EDI TO PROCEED.

CLIENT

BY (SIGNATURE) — DATE

PRINT NAME — TITLE

CLIENT JOB NO. / PURCHASE ORDER NO. / WORK ORDER NO.

© 06/27/14 WTI,Inc.

STANDARD TERMS AND CONDITIONS

The Agreement between Enviro-Drill, Inc. ("EDI") and Client shall include and be subject to EDI's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which EDI's work relates. EDI's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 EDI agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. EDI shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by EDI are for the benefit of Client alone and relate only to conditions observed at specified locations at the time EDI's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against EDI.

2. PAYMENT

2.1 EDI will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release EDI from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by EDI, and shall return all such reporting to EDI.** Furthermore, EDI shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by EDI. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by EDI to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Unless otherwise stated, estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay EDI's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay EDI's invoices.

2.3 Delays resulting from factors beyond the reasonable control of EDI shall extend the completion time for the scope of work commensurately. Client shall pay EDI for services performed to the delay commencement time plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs directly and/or indirectly attributable to such delays.

3. STANDARD OF CARE

The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. EDI makes and intends no other warranty or representation, express or implied.

4. WATER IN BOREHOLES

EDI will make reasonable efforts to advance auger boreholes without putting water in the holes, but reserves the right to add water at the operator's discretion.

5. PERMITTING

EDI will not start any drilling operation on any project that requires permits unless a valid permit is in the possession of the drill operator.

6. SAFETY

Work will be performed only under safe conditions. Client shall be charged a reasonable fee for safety or security measures required by unsafe job conditions.

7. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

EDI does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

8. INDEMNITY AND INSURANCE

Client agrees to indemnify, defend, and hold harmless EDI against, from, and regarding all liabilities, damages, injuries (to any person or property, including air or ground pollution or environmental impairment arising out of or in any way connected with or related to EDI's services), losses, fees (including experts' fees and attorneys' fees in defending such matters and in enforcing the terms of this paragraph), costs, and expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of any kind, arising out of, occasioned by, or in any way connected with the acts, inaction, conduct, fault, negligence and/or ownership of Client or any other person or entity. Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against EDI and its insurers.

9. ASSUMPTION OF RISK

Client acknowledges that, while necessary for investigations, commonly used exploration methods such as drilling borings or excavating trenches involve an inherent risk that the exploration method may cause cross-contamination to the aquifer or an uncontaminated aquifer. While backfilling with grout or other accepted practices are intended to provide a seal between aquifers, Client accepts that such a seal may be imperfect and that there is an inherent risk of contamination or cross-contamination that arises from drilling borings, excavating trenches or implementing other methods of exploration on a site where Hazardous Materials are known or suspected to exist. Client assumes all risks of the foregoing.

10. UTILITIES

When performing its work, EDI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, Client shall indemnify, hold EDI harmless and defend EDI for and against any damages to such structures and utilities which are not called to EDI's attention and correctly shown on the plans furnished to EDI in connection with its services. It is the obligation of Client to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities and take other reasonable precautions to prevent damage or injury.

11. OWNERSHIP; DOCUMENTS AND DATA

All work papers (including reports, borehole logs, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by EDI), copies of Client documents, electronic data files and other work product generated by or for EDI in connection with the Scope of Work are the property of EDI and are for the exclusive use of EDI and at EDI's sole and absolute discretion may be destroyed at any time during or after completion of the work. Client's right to use the information provided by EDI is expressly conditioned upon Client's prompt payment to EDI of all sums due under the Agreement. Because data stored on electronic media can deteriorate or be modified without EDI's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold EDI harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. Notwithstanding the foregoing, the controlling document regarding any document prepared by EDI shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document. Client shall not assign this Agreement, any of EDI's reporting or work product, or any legal or equitable claim involving EDI, without the express written consent of EDI. Any purported assignment without the express written consent of EDI shall be null and void.

12. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EDI'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ARISING OUT OF THE WORK DONE BY EDI UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE GREATER OF $50,000 OR THE FEE CHARGED FOR EDI'S SERVICES HEREUNDER. EDI shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever. No action or claim of any kind whatsoever, whether in law or equity, may be brought against EDI regarding any work performed by EDI, more than two years after the cessation of EDI's work. No officer, director, principal, employee, or agent of EDI shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever in any manner arising from this Agreement. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

13. CONTAMINATED EQUIPMENT AND CONSUMABLES

Any of EDI's equipment that becomes contaminated by Hazardous Materials encountered at work must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to pay EDI for its costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

14. SECURITY INTEREST

Client hereby grants EDI a security interest in the materials and equipment furnished by EDI to secure payment of any and all monies due pursuant to this Agreement, and agrees that EDI has all remedies provided by law in the event of Client's default on payment. Client agrees that all materials, pumps and equipment used by EDI in completing the work shall remain the personal property of EDI and do not become fixtures until payment in full is received by EDI.

15. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

© 06/27/14 WTI, Inc.

February 4, 2021

Justin Stoeber, P.E.
Senior Dams Engineer
AECOM
7595 Technology Way, Suite 200
Denver, Colorado 80237
+1 (720) 453-0080

SUBJECT: Nichols Dam- Proposal for In-Place Inclinometer Installation and Commissioning

Mr. Stoeber,

BDI is pleased to work with AECOM and their Client for Geotechnical Instrumentation support on the Nichols Dam near Santa Fe, NM. This work will include the installation and commissioning of an inclinometer and automated data collection system for a remotely positioned installation. Data is expected to be transmitted to an existing data acquisition system. The Proposed budget and breakdown are presented on Page 4.

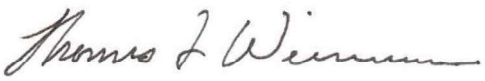
BDI is well suited for this support as we have extensive experience with specification design, instrument selection, instrumentation installation and commissioning for Geotechnical applications on Dams, Tunnels, Excavations and Mining. BDI has extensive experience with the design of self-powered data communication systems for stand-alone operation in both urban and rural environments. The power for the systems is designed around a solar powered system connected to a battery that provides constant power to remote systems. Communication will be made using a standard cell modem to transmit data to an existing data acquisition system, base station, or website. This system is anticipated to be a one-instrument automation, if additional instruments are on-site that require integration for automation, the system can be reconfigured to add these instruments. All system hardware, power and communication is included in the proposed budget cost.

Based on the requirements and importance of the structure, BDI would recommend the use of a Shape Accelerometer Array (SAA) string. This type of inclinometer provides deformation profiles at 2-ft elevation spacing (similar spacing as manual profile readings. These reading will be automated and can capture deformation profiles as frequently as every five minutes.

The undersigned, Mr. Weinmann who will lead this effort has over 40 years' experience is this area of expertise for both geotechnical and structural instrumentation/monitoring projects.

If you have any questions regarding this proposal, please call any time at 847.910.3785. I appreciate the opportunity to provide you with this bid and look forward to a positive response.

Sincerely,



Thomas Weinmann
VP – Testing, Monitoring & Engineering
M: 847.910.3785
tomw@bditest.com

Copy:

S. Aschermann

210201-CO

SCOPE OF WORK

PROCUREMENT AND INSTALLATION OF IN-PLACE INCLINOMETER

BDI will work with the Owner to finalize plans for procurement, installation, and commissioning of a vertical Shape Accelerometer Array (SAA) string on the crest of the Nichols Dam. The full site system installation will look similar to what is shown in Figure 1 below.



Figure 1 - Remote IPI Installation

Full system is shown in Figure 1:

- Solar panel for battery charging
- Antenna for cellular modem
- Nema enclosure for system components
    - Data logger
    - SAA interface
    - Modem
    - Battery
    - Solar controller
    - Surge/lightening protection
    - Steel pole
    - 3 x 3-ft concrete pad
    - 8" diameter flush mount road box in concrete pad (not shown)

This Scope of Work will include:

+ Develop and provide submittal for all hardware components and specifications for approval.
+ Develop and provide submittal for installation procedures and recommended grout mix for approval.
+ Procure all materials including;
    - All SAA components
    - Casing for SAA
    - Nema enclosure, logger, modem, antenna hardware for the SAA
    - Remote power (batteries and solar) for remotely placed SAA
+ Pre-field preparation for System Build-out and Factory Acceptance Testing
+ Schedule installation with Owner and Driller. Pre-ship all materials to Driller or Site.
+ Provide detailed installation instructions to Driller for review
+ After borehole has advanced to full-depth, BDI will be onsite for 1" casing installation (Day 1)
+ SAA installation and initial testing. Setting of mounting pole (Day 2)
+ Mount Nema enclosure and Solar panel and test for remote communication (Days 3 and 4)
+ (Off-site) Provide data support (40 hours) to setup data plots in an Excel spreadsheet format.

Assumptions

BDI made the following assumptions in order to develop this proposal:

- Checking for Utilities before drilling will be responsibility of others.
- BDI will not be responsible for site delays from encounters with unexpected soil conditions or Drilling equipment malfunctions. Additional time on-site (beyond 4-days) will be invoiced at $2,000/day inclusive of expenses.
- Long-term data hosting on a password protected website is not included in this work scope but can be provided as an option at Owner's request.

Required Field Support

It will be assumed that the Owner, or a subcontractor hired directly by the Owner, will arrange for, or otherwise provide the following items for completing the field scope of work outlined above:

- Safe Access to installation site
- Driller and drilling materials.
- Assistance with moving SAA reel (4-ft x 4-ft x 1-ft, 50 lbs) from storage to installation area
- Two saw-horses or similar 3-ft high support for SAA reel
- 3 x 3-ft x 8" Concrete pad, 8" surface road box and 3" x 8-ft galvanized steel pole will be provided by others.

BDI Safety Program

BDI takes safety very seriously and develops a Job Hazard Analysis (JHA) for each field mobilization. This JHA is used as the basis of the safety overview that is held to discuss each structure individually before BDI's team mobilizes to the site. Any additional safety concerns are added during this meeting. Finally, a 'toolbox briefing' is held prior to beginning work each day. All of these documents can be provided for the specific project prior to mobilization upon request. In addition, BDI engages the services of a safety consultant to routinely review and update its safety program. This consultant is on 24-hour-on-call so that BDI field employees can discuss any unanticipated hazards and rectify an unsafe working environment.

BDI field personnel have the following safety training credentials:

- OSHA 10-Hour Hazard Awareness
- OSHA 30-Hour Construction Emphasis
- USACE 385-1 and BOR Regulations
- Fall Protection Awareness
- OSHA Scaffold Competent Person
- Hand & Power Tool Safety
- Aerial Work Platform Operator Safety Awareness
- Traffic Safety Awareness
- Confined Space Entry
- First Aid/CPR
- Breathing Apparatus Fit & Pulmonary Testing
- Various Railroad awareness and safety programs (exact programs can be provided upon request)
- Mechanical System Lockout/Tagout
- SPRAT Ropes Access Training

INSURANCE

BDI carries the following insurance:

- General Liability
- Professional Liability
- Worker's Compensation
- Automobile

BDI can issue an ACORD certificate specifying coverage levels upon request. Please allow five working days for response. If additional specialized insurance or bonds are required beyond the levels currently carried by BDI, any premiums and expenses associated with obtaining such coverage shall be added to final invoice.

BDI BUSINESS PRACTICES AND POLICIES

BDI is a small business per SBA guidelines and is also registered as a government contractor under our CAGE Code 1GYL8 (DUNS 557400785). BDI understands the importance of business systems with respect to their impact on project performance, therefore we have made efforts to ensure that they have been built and are maintained against the high standards of the federal government. We chose to model our accounting system against the rules and regulations of the Department of Defense as their standards are the most comprehensive. By having our accounting and timekeeping in compliance with DoD standards, we are also compliant with the FAR part 31 and AASHTO guidelines. Therefore, we can assure all our customers the confidence that BDI's procedures for accruing and allocating project expenses are of the highest standards.

In addition, BDI has placed great importance on implementing solid policies and procedures for other aspects of our organization and its business systems. In following the perspective we took with our accounting system, BDI has put into place policies and procedures that are compliant with federal regulations. Again, we can assure all our customers the confidence that BDI performs our projects with the highest technical and business integrity.

BUDGET

Below is a proposed budget breakdown for completing the scope of work described above. A full itemized equipment and software breakdown can be found after the budget notes. Please contact BDI to request further breakdowns or additional information.

Executive Summary

Description of Task	Fee
Project Submittals, Management, and Admin Fee	$2,340.19
Purchased Equipment Fee (Ref Quote: 210201TLW-1M.pdf)	$22,920.00
Pre-Field and Preparation Work	$2,495.09
Phase I- Installation Direct Travel & Mobilization Fee	$3,701.18
Phase I- Installation Instrumentation Fee	$360.00
Phase I- Installation Field Work Fee	$6,328.95
Phase I - 1st Year Data Support Fee	$7,435.96
Phase I Taxes on Directs	$231.21
Total Project Fee =	**$45,812.58**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200871**

Contractor: **John Shomaker and Associates**

Description: **Hydrology, Water Resources.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **6/14/17** Term End Date: **6/30/18**

☑ Approved by Council Date: **6/14/17**

Contract / Lease: Hydrology Water Resources

Amendment # **5** to the Original Contract / Lease # **17-0520**

Increase/(Decrease) Amount $ **88536.57 plus nmgrt**

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **pending**

Amendment is for: Increase comp and scope through

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

Contract #17-0520 $296,477
#1 #18-0751 $296,47
#2 #19-0118 $65,825
#3 # 19-0645 $272,001
#4 #20-0384 $197,560.

3. **Procurement History:** **17/26/P 1/5/17**

Fran Dunaway (Mar 24, 2021 13:20 MDT)

Purchasing Officer Review: Mar 24, 2021 Date:

Comment & Exceptions: final year of PSA-6/30/21 FY 21- A #5 increase compensation/must be completed 6/30/21

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050381.510300**

Alexis Lotero (Mar 24, 2021 12:23 MDT)

Budget Officer Approval: Mar 24, 2021 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:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates (JSAI)

Procurement Title: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with JSAI

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

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

Department Requesting PUD Staff Name Bill Schneider

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	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
x	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
x	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

william H Schneider, P.G.
william H Schneider, P.G. (Mar 8, 2021 13:36 MST) William H Schneider P.G. Water Resources Coordinator 3.1.21

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

Fran Duraway
Fran Duraway (Mar 24, 2021 13:20 MDT)

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

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

*

JOHNSHO-02 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2021

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 (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Andrew Foraker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: andrew.foraker@hubinternational.com
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : The Continental Insurance Company — 35289 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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		4034680389	8/1/2020	8/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4034680425	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4034680473	8/1/2020	8/1/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6011635475	8/11/2020	8/11/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	E&O / Pollution			EEH288341818	1/7/2021	1/7/2022	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JOHNSHO-02 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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JSAI #5

Final Audit Report 2021-03-09

Created:	2021-03-04
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAENYCo7iWPq_Xa-eyl_MBcKtCZ6xXXsnc

"JSAI #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-04 - 6:23:23 PM GMT- IP address: 63.232.20.2

Document emailed to william H Schneider, P.G. (whschneider@santafenm.gov) for signature
2021-03-04 - 6:36:08 PM GMT

Email viewed by william H Schneider, P.G. (whschneider@santafenm.gov)
2021-03-08 - 8:32:59 PM GMT- IP address: 104.47.64.254

Document e-signed by william H Schneider, P.G. (whschneider@santafenm.gov)
Signature Date: 2021-03-08 - 8:36:10 PM GMT - Time Source: server- IP address: 205.170.183.242

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-03-08 - 8:36:14 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-03-08 - 8:39:27 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-03-08 - 11:57:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-03-08 - 11:57:07 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-03-09 - 0:12:21 AM GMT- IP address: 174.28.63.106

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-03-09 - 0:13:13 AM GMT - Time Source: server- IP address: 174.28.63.106

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-09 - 0:13:16 AM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)

2021-03-09 - 4:11:49 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-03-09 - 4:12:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-03-09 - 4:12:33 PM GMT

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: 2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107

CRS Number: 02-058266-00-8

Owner: John Shomaker

License Number: 225084

License Type: Business License - Renewable

Issued Date: December 15, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 15, 2021

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT NE
ABLUQUERQUE, NM 87107

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

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (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 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@ mtg 6/19/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows

The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study

During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the…

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.

The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report

Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

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, 2019 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:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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 tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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: 3/5/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

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. 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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/ 510300
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

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, 2021 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. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Aug 17, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE GC

GC

Marcos Martinez

Marcos Martinez (Aug 26, 2020 13:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510300

Business Unit/Line Item

CONTRACTOR:
JSAI

Steve Finch, V.P.
NAME & TITLE

Date: August 5, 2020
CRS #:02-058266008
Business Registration #: 225084

Exhibit C FY2020-21

Scope of Work for John Shomaker and Associates, Inc.

Task 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

SubTask A. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

SubTask B. Buckman Well Field O&M plan
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

SubTask C. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

SubTask A. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

SubTask B. Develop water-right permit compliance schedule

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

SubTask C. Pumping Impacts Analyses (Depletion Calculations)

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

SubTask A. Maintain surface water gaging stations

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

SubTask B. Monitoring of Living River bypass flows

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

SubTask D. Monthly transducer downloads

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

SubTask E. Summary report for Living River year

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 4: Return Flow / Discharge Credit / Reuse Evaluation

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

SubTask B. Technical assistance with feasibility analysis of return flow options

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

SubTask C. Prepare Maps to Assist with Plan Development

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

SubTask D. Develop Return Flow Quantification Method

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

SubTask A. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

SubTask B. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

SubTask C. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

SubTask D. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Task 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

SubTask A. Evaluation methods

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

SubTask B. Written Evaluation

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Task 7: Wellhead Protection and Water Quality Issues

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

SubTask A. Analysis of Contamination Sites

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

SubTask B. Implementation of Monitoring Design

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

Included below, Budget for one-year project (FY 2020-21):

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

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

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

---

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro **services (RFP '17/26/P) that was awarded as PSA #17**-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies **for City's San Juan Chama Project and** native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all a**spects of the WD permit compliance requirements necessary to protect the City's wa**ter rights portfolio and assets. **A summary of the City's water rights activities are presented at** https://www.santafenm.gov/water_rights

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

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 John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

Contract is for: Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase comp and Term for new FY

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

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

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2023 14:08 MDT)

Budget Officer Approval

Comments or Exceptions:

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

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

Phone # 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 RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Jun 29, 2020 14:50 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

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

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

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

YES	N/A	
☒	☐	Original proposal (s) with no redactions

William Schneider, Water Resources

Department Rep Printed Name and Title

Wil Schneider

Wil Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$213,117.85	Munis Fund Number:	505
Vendor Name:	John Shomaker and Associates (JSAI)	Munis Org Number:	5050381
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 07:35 MDT)	Munis Object Code:	510300

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.

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

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.

The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

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. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

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?

While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

[illegible] [illegible] (Jun 29, 2020 14:50 MDT)	Alexis Lotero Alexis Lotero (Jun 29, 2020 14:08 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 02058266008

Owner: JOHN SHOMAKER

License Number: 225084

License Type: Business License - Renewable

Issued Date: February 07, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 31, 2020

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, NM 87107

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

JOHNSHO-02 AFORAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2020

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	CONTACT NAME:	
HUB International Insurance Services (NMX) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	PHONE (A/C, No, Ext): (505) 828-4000	FAX (A/C, No): (866) 487-3972
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED	INSURER B : The Continental Insurance Company	35289
John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		4034680389	8/1/2019	8/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4034680425	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4034680473	8/1/2019	8/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6011635475	8/11/2019	8/11/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	E&O / Pollution			EEH288341818	1/7/2020	1/7/2021	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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G. Waiver of Subrogation - Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

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

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

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

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b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

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

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. **Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:

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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   k. Damage To Property

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

3. The first Paragraph under Item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The Insured; or

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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or
   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

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. 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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019

CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/510300
Business Unit/Line Item

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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 tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

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, 2019 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:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (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 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@C mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the...

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:29 MDT)

Email: gfcardenas@santafenm.gov

GB 20-0384 John Shomaker & Associates, Inc - not executed

Final Audit Report 2020-08-17

Created:	2020-08-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtWDdMd62INxRhJRs51ELUo_0ynt9xE0g

"GB 20-0384 John Shomaker & Associates, Inc - not executed" History

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City of Santa Fe
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Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-08-17 - 4:26:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), Alan Webber (amwebber@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), and 3 more

2020-08-17 - 4:26:38 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

q) Request for Approval of a Budget Adjustment Resolution (BAR) to fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the total amount of $93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021
ISSUE NO. 7g Request for Approval of a Budget Adjustment Resolution (BAR) to fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the total amount of $93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203) **Committee Review:** Public Works and Utilities Committee: 03/29/2021 Finance Committee: 04/05/2021 Governing Body: 04/14/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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: February 28, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with John Shomaker and Associates Inc. (JAI) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #5 to with JSAI, Inc. for 2 Capital Improvement Projects (CIP):

1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. The permanently-installed SENSOR is a requirement for dam safety to ensure that no movement or instability occurs during the excavation and reconstruction of the Nichols outlet conduit.
2. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13. The PLAN will comprise a technical evaluation of the hydrogeologic framework, water rights, permitting, water quality and utilization of existing infrastructure to maximize water supply, environmental benefit and water system resiliency.

BACKGROUND AND SUMMARY

PSA #19-0645 was competively bid via an RFP process for City of Santa Fe Water (CoSFW) to obtain specialized technical hydrogeologic services. First, Amendment #5 will enable CoSFW to address time-critical dam safety requirements to enable to Nichols Dam reconstruction efforts to remain on track and provide real-time monitoring of the stability of the earthen dam face during the outlet conduit repairs. Inclinometer installation work includes project management, OSE permitting, drilling through the dam embankment to bedrock, installing a casing, providing instrumentation and data logging with field calibration and testing of the SENSOR. The cost to complete this work is bid at $65,344.44 plus GRT. Second, Amendment #5 will provide CoSFW the ability to develop a PLAN for ASR at BWF 10-13 as part of its 40- and 80-year water planning efforts through the Santa Fe Water 2100 process and will be completed in accordance with Resolutions 2019-56 and Resolution #$_{2017\text{-}18}$(ASR Resolution #). The cost to complete the PLAN is $23,193.13 plus GRT.

ACTION REQUESTED

Staff requests approval of Amendment #5 to PSA with JSAI for specialized technical hydrogeological services to support dam safety requirements as part of the Nichols outlet conduit repair efforts and to

support an ASR evaluation at BWF 10-13 as part of Santa Fe Water 2100 planning efforts. Staff requests approval of the Budget Increase (BAR) to complete these 2 task order for a total of $88,536.57, plus GRT from the Water Enterprise Cash Balance to the CIP Engineering fund for FY 20/21. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/	3/3/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050385	572960	WTR1950508	93,683	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 93,683	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #5 with JSAI for 1. Installation of an inclinometer sensor (SENSOR) to monitor the stability of the sloped earthen dam that form Nichols Reservoir. Development of a Conceptual Work Plan (PLAN) and Feasibility of Aquifer Storage and Recovery (ASR) at Buckman Wells 10-13.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(93,683)
TOTAL:	**(93,683)**

Maya Martinez 3/3/2021
Prepared By *{print name}* Date

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

AJH
AJH (Mar 9, 2021 09:12 MST)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Shannon Jones
Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645, 20-0384

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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

The Contractor shall provide professional services for the City as outlined in Exhibit “E” attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total eighty eight thousand five hundred thirty six dollars and fifty-seven cents ($88,536.57) plus applicable gross receipts tax, as outlined in Exhibit “E” attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million one hundred seventy thousand three hundred seventy dollars and fifty seven cents ($1,170,370.57) plus applicable gross receipts taxes, in total for the term of the Agreement.

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. 5 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: JSAI

Steve T. Finch, Jr., CPG, PG
NAME & TITLE

Date: 3/4/2021

CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Mar 4, 2021 08:00 MST)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.510320 AL
Business Unit/Line Item AL

February 24, 2021

William H. Schneider
Santa Fe Water Division
City of Santa Fe
801 W. San Mateo Rd
Santa Fe, New Mexico 87505 whschneider@santafenm.gov

RE: Proposed FY2020 Hydrogeologic Services Contract Amendment, Contract # 19-0645, Munis Contract # 3200871, P.O. #22100907

Dear Bill:

As requested by the City of Santa Fe Water Division, John Shomaker & Associates, Inc. (JSAI) has prepared this proposed contract Amendment for the referenced hydrogeologic services contract for Fiscal Year 2020 (FY2020). FY2020 begins July 1, 2020 and ends June 30, 2021.

The JSAI Hydrogeological Services Contract is specifically for the following service:

- Hydrology
- Hydrogeology
- Permit compliance
- Management requirements

The proposed Amendment relates to additional items for the Water Division within the existing purview of Hydrogeologic Services Contract # 19-0645, Munis Contract # 3200871. The proposed Amendment includes the following items:

Task A – Subcontract Drilling Contractor and equipment provider for installation of inclinometer in Nichols Reservoir Dam. Work proposed for Amendment Task A includes subcontracting the drilling contractor and instrumentation provider, and management of subcontractor. The drilling contractor is to drill one 100 ft hole into Nichols Dam and install 1-inch diameter tube cemented in place. The equipment provider will install the inclinometer equipment. JSAI will develop a work plan and solicited drilling bids from qualified drilling contractors requesting unit pricing. A cost estimated has already been provided by the equipment provider BDI (see attached). Total cost to complete Task A is provided in the table below.

Item	cost
JSAI subcontract management	$2,680.00
Drilling subcontractor	$7,336.00
Instrumentation subcontractor	$45,812.58
Carrying Charge (10%)	$5,314.86
JSAI Field Services/reporting	$4,200.00
SUB-TOTAL	$65,343.44
NMGRT	$5,145.80
TOTAL	$70,489.24

JSAI will track the subcontractor unit costs, to ensure the City of Santa Fe will only be invoiced for subcontractor work performed.

Task B – Assist the Water Division with developing the Buckman Well 10-13 Aquifer Storage and Recovery concept. This task includes the following:

1. The BW10-13 ASR concept will include a brief summary of 1) the source(s) of water used for the project, 2) potential size of project (e.g. quantity of water), 3) proposed recharge method(s), 4) proposed recharge locations, and 5) primary recovery well(s). The concept will also outline land access and permitting requirements.
2. Perform groundwater flow model analysis of the ASR Concept. One dimension vadose zone model will be used for estimating recharge to groundwater. The NMOSE administrative model will be used to evaluate recharge and recovery effects.
3. Prepare a report that outlines the BW10-13 ASR Concept and feasibility

Work under Task B is proposed to be time and materials with a not to exceed of $23,193.13.

Cost Estimate

The total estimated cost for contract Amendment is **$93,682.37** (includes New Mexico Gross Receipts Tax. JSAI will provide monthly updates with invoiced time and materials incurred for this amendment.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.



Steven T. Finch, Jr., CPG, PG
V.P., Principal Hydrogeologist-Geochemist

STF:sf

ENVIRO-DRILL, INC. — AUTHORIZATION FOR DRILLING SERVICES

CLIENT NO. 14036
CLIENT JOHN SHOMAKER & ASSOCIATES
2611 BROADBENT PKWY, NE
ALBUQUERQUE, NM 87107

PROPOSAL / JOB NO. 2381PH086
CONTRACT REPRESENTATIVE STEVE FINCH
DATE & TIME TO BE ON SITE TBA
OSHA SAFETY LEVEL C

TELEPHONE 505-345-3407
EMAIL SFINCH@SHOMAKER.COM
ESTIMATED WORK DAYS 1

PROJECT NICHOLS DAM
LOCATION SANTA FE, NM

SCOPE OF WORK
ENVIRO-DRILL, INC. (EDI) WILL FURNISH THE MATERIAL & LABOR NECESSARY TO PERFORM THE FOLLOWING SERVICES

☒ GEOTECHNICAL ☐ ENVIRONMENTAL ☒ TIME & MATERIALS ☒ PER FOOT RATES ☐ LUMP SUM ☐ LABOR

☒ VERTICAL ☐ ANGLE ☒ HOLLOW STEM ☐ ODEX ☐ ROTARY: AIR / MUD ☐ CORE ☐ OTHER:
☐ MONITOR WELL ☐ VAPOR ☐ PIEZOMETER ☐ EXPLORATION ☐ WELL ABANDON ☐ PUSH RIG ☒ RIG TYPE: CME 75

NO. HOLES: 1 DEPTHS: 100' INSTALL INCLINOMETER NO. HOLES: DEPTHS:
NO. HOLES: DEPTHS: NO. HOLES: DEPTHS:

SAMPLE: ☒ STANDARD SPLIT-SPOON ☒ RING ☐ MODIFIED CALIFORNIA ☐ CONTINUOUS ☐ BULLNOSE ☐ PERCOLATION / INFILTRATION ☐ HYDROPUNCH
SAMPLE INTERVAL: ☒ CLIENT DIRECTION **SLEEVES:** ☐ CLIENT ☐ EDI **SIZE:**

BACKFILL: ☐ CUTTINGS ☒ GROUT ☐ BENTONITE **CAP OFF WITH:** ☐ ASPHALT ☐ CEMENT **CUTTINGS:** ☒ GROUND ☐ DRUM

DECONTAMINATION SERVICES **BEFORE / AFTER PROJECT:** ☐ YES ☒ NO **DECONTAMINATE ON SITE:** ☐ YES ☐ NO **FLUIDS:** ☐ DRUM ☐ LEAVE ON GROUND

CLIENT AGREES TO PROVIDE:
• ALL UTILITY CLEARANCES, BOTH PUBLIC & PRIVATE, LISTING ENVIRO-DRILL, INC. AS EXCAVATOR. LOCATOR(S) SERVICE & REFERENCE NUMBER LISTED.

LOCATOR **ORDER NO.**
LOCATOR **ORDER NO.**
• HEALTH & SAFETY PLAN • ACCESS & EGRESS TO SITE(S) LOCATION & SITE(S) ACCESSIBLE TO CONVENTIONAL DRIVE, TRUCK-MOUNTED RIGS.

ADDITIONAL INFORMATION: PRICES GOOD FOR 90 DAYS AFTER WHICH A REVIEW WILL BE REQUIRED.

FEES & CHARGES
FEES FOR SERVICES WILL BE **(A)** LUMP SUM OF: **(B)** IN ACCORDANCE WITH FEE SCHEDULE BELOW WITH AN ESTIMATE OF: $7336
PAYMENT FOR SERVICES WILL BE PAID: ☐ IN ADVANCE ☐ UPON RECEIPT OF INVOICE ☒ AGREEMENT / TERMS

RENTALS & EXPENDABLES ARE INVOICED AT EDI COST PLUS 25%, F.O.B. JOB SITE. JOB SUPPLIES PURCHASED & NOT USED WILL BE RETURNED TO VENDOR & CLIENT WILL BE INVOICED FOR VENDOR'S RESTOCKING CHARGE PLUS 25%. ALL/ANY TAXES ARE THE RESPONSIBILITY OF THE CLIENT UNLESS OTHERWISE STATED.

PAY CODE	DESCRIPTION	QUANTITY	UNIT RATE	AMOUNT
	MOBE	1	750	750
	DRILLING OPERATIONS - PER FOOT	100	25	2500
	WELL SUPPLIES - PER FOOT	100	20	2000
	ANNULAR SEAL - PER FOOT	100	8	800
	DEMOBE	1	750	750
	STANDBY - PER HOUR	-	175	-

AGREEMENT

THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE REVERSE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACTUAL AGREEMENT. THE STANDARD TERMS AND CONDITIONS LIMIT THE LIABILITY OF ENVIRO-DRILL, INC. (EDI) TO CLIENT. TOGETHER WITH THE FOREGOING SCOPE OF WORK AND THE RELATED FEES AND CHARGES, THE STANDARD TERMS AND CONDITIONS COMPRISE THE ENTIRE AGREEMENT (THE AGREEMENT) BETWEEN CLIENT AND EDI WITH RESPECT TO THE SCOPE OF WORK.

IN THE EVENT A WRITTEN MASTER AGREEMENT, SIGNED BY BOTH CLIENT AND EDI, IS PRESENTLY IN EFFECT THAT BY ITS TERMS IS INTENDED TO GOVERN THE SCOPE OF WORK DESCRIBED ABOVE, THEN THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL CONTROL IF IN CONFLICT WITH THE STANDARD TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

RODNEY HAMMER — ENVIRO-DRILL, INC. PROJECT MANAGER
02-24-21 — DATE

THE UNDERSIGNED, ACTING AS A DULY AUTHORIZED REPRESENTATIVE OF CLIENT, HAS REVIEWED THE ABOVE SCOPE OF WORK AND RELATED FEES AND CHARGES AND ALL OTHER PARTS OF THE AGREEMENT, AND HEREBY ACCEPTS THE AGREEMENT AND AUTHORIZES EDI TO PROCEED.

CLIENT

BY (SIGNATURE) — DATE

PRINT NAME — TITLE

CLIENT JOB NO. / PURCHASE ORDER NO. / WORK ORDER NO.

© 06/27/14 WTI,Inc.

STANDARD TERMS AND CONDITIONS

The Agreement between Enviro-Drill, Inc. ("EDI") and Client shall include and be subject to EDI's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which EDI's work relates. EDI's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 EDI agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. EDI shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by EDI are for the benefit of Client alone and relate only to conditions observed at specified locations at the time EDI's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against EDI.

2. PAYMENT

2.1 EDI will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release EDI from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by EDI, and shall return all such reporting to EDI.** Furthermore, EDI shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by EDI. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by EDI to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Unless otherwise stated, estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay EDI's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay EDI's invoices.

2.3 Delays resulting from factors beyond the reasonable control of EDI shall extend the completion time for the scope of work commensurately. Client shall pay EDI for services performed to the delay commencement time plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs directly and/or indirectly attributable to such delays.

3. STANDARD OF CARE

The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. EDI makes and intends no other warranty or representation, express or implied.

4. WATER IN BOREHOLES

EDI will make reasonable efforts to advance auger boreholes without putting water in the holes, but reserves the right to add water at the operator's discretion.

5. PERMITTING

EDI will not start any drilling operation on any project that requires permits unless a valid permit is in the possession of the drill operator.

6. SAFETY

Work will be performed only under safe conditions. Client shall be charged a reasonable fee for safety or security measures required by unsafe job conditions.

7. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

EDI does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

8. INDEMNITY AND INSURANCE

Client agrees to indemnify, defend, and hold harmless EDI against, from, and regarding all liabilities, damages, injuries (to any person or property, including air or ground pollution or environmental impairment arising out of or in any way connected with or related to EDI's services), losses, fees (including experts' fees and attorneys' fees in defending such matters and in enforcing the terms of this paragraph), costs, and expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of any kind, arising out of, occasioned by, or in any way connected with the acts, inaction, conduct, fault, negligence and/or ownership of Client or any other person or entity. Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against EDI and its insurers.

9. ASSUMPTION OF RISK

Client acknowledges that, while necessary for investigations, commonly used exploration methods such as drilling borings or excavating trenches involve an inherent risk that the exploration method may cause cross-contamination to the aquifer or an uncontaminated aquifer. While backfilling with grout or other accepted practices are intended to provide a seal between aquifers, Client accepts that such a seal may be imperfect and that there is an inherent risk of contamination or cross-contamination that arises from drilling borings, excavating trenches or implementing other methods of exploration on a site where Hazardous Materials are known or suspected to exist. Client assumes all risks of the foregoing.

10. UTILITIES

When performing its work, EDI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, Client shall indemnify, hold EDI harmless and defend EDI for and against any damages to such structures and utilities which are not called to EDI's attention and correctly shown on the plans furnished to EDI in connection with its services. It is the obligation of Client to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities and take other reasonable precautions to prevent damage or injury.

11. OWNERSHIP; DOCUMENTS AND DATA

All work papers (including reports, borehole logs, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by EDI), copies of Client documents, electronic data files and other work product generated by or for EDI in connection with the Scope of Work are the property of EDI and are for the exclusive use of EDI and at EDI's sole and absolute discretion may be destroyed at any time during or after completion of the work. Client's right to use the information provided by EDI is expressly conditioned upon Client's prompt payment to EDI of all sums due under the Agreement. Because data stored on electronic media can deteriorate or be modified without EDI's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold EDI harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. Notwithstanding the foregoing, the controlling document regarding any document prepared by EDI shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document. Client shall not assign this Agreement, any of EDI's reporting or work product, or any legal or equitable claim involving EDI, without the express written consent of EDI. Any purported assignment without the express written consent of EDI shall be null and void.

12. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EDI'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ARISING OUT OF THE WORK DONE BY EDI UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE GREATER OF $50,000 OR THE FEE CHARGED FOR EDI'S SERVICES HEREUNDER. EDI shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever. No action or claim of any kind whatsoever, whether in law or equity, may be brought against EDI regarding any work performed by EDI, more than two years after the cessation of EDI's work. No officer, director, principal, employee, or agent of EDI shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever in any manner arising from this Agreement. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

13. CONTAMINATED EQUIPMENT AND CONSUMABLES

Any of EDI's equipment that becomes contaminated by Hazardous Materials encountered at work must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to pay EDI for its costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

14. SECURITY INTEREST

Client hereby grants EDI a security interest in the materials and equipment furnished by EDI to secure payment of any and all monies due pursuant to this Agreement, and agrees that EDI has all remedies provided by law in the event of Client's default on payment. Client agrees that all materials, pumps and equipment used by EDI in completing the work shall remain the personal property of EDI and do not become fixtures until payment in full is received by EDI.

15. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

© 06/27/14 WTI, Inc.

February 4, 2021

Justin Stoeber, P.E.
Senior Dams Engineer
AECOM
7595 Technology Way, Suite 200
Denver, Colorado 80237
+1 (720) 453-0080

SUBJECT: Nichols Dam- Proposal for In-Place Inclinometer Installation and Commissioning

Mr. Stoeber,

BDI is pleased to work with AECOM and their Client for Geotechnical Instrumentation support on the Nichols Dam near Santa Fe, NM. This work will include the installation and commissioning of an inclinometer and automated data collection system for a remotely positioned installation. Data is expected to be transmitted to an existing data acquisition system. The Proposed budget and breakdown are presented on Page 4.

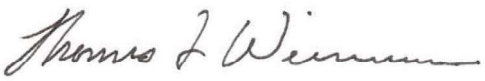
BDI is well suited for this support as we have extensive experience with specification design, instrument selection, instrumentation installation and commissioning for Geotechnical applications on Dams, Tunnels, Excavations and Mining. BDI has extensive experience with the design of self-powered data communication systems for stand-alone operation in both urban and rural environments. The power for the systems is designed around a solar powered system connected to a battery that provides constant power to remote systems. Communication will be made using a standard cell modem to transmit data to an existing data acquisition system, base station, or website. This system is anticipated to be a one-instrument automation, if additional instruments are on-site that require integration for automation, the system can be reconfigured to add these instruments. All system hardware, power and communication is included in the proposed budget cost.

Based on the requirements and importance of the structure, BDI would recommend the use of a Shape Accelerometer Array (SAA) string. This type of inclinometer provides deformation profiles at 2-ft elevation spacing (similar spacing as manual profile readings. These reading will be automated and can capture deformation profiles as frequently as every five minutes.

The undersigned, Mr. Weinmann who will lead this effort has over 40 years' experience is this area of expertise for both geotechnical and structural instrumentation/monitoring projects.

If you have any questions regarding this proposal, please call any time at 847.910.3785. I appreciate the opportunity to provide you with this bid and look forward to a positive response.

Sincerely,



Thomas Weinmann
VP – Testing, Monitoring & Engineering
M: 847.910.3785
tomw@bditest.com

Copy:

S. Aschermann

210201-CO

SCOPE OF WORK

PROCUREMENT AND INSTALLATION OF IN-PLACE INCLINOMETER

BDI will work with the Owner to finalize plans for procurement, installation, and commissioning of a vertical Shape Accelerometer Array (SAA) string on the crest of the Nichols Dam. The full site system installation will look similar to what is shown in Figure 1 below.



Figure 1 - Remote IPI Installation

Full system is shown in Figure 1:

- Solar panel for battery charging
- Antenna for cellular modem
- Nema enclosure for system components
    - Data logger
    - SAA interface
    - Modem
    - Battery
    - Solar controller
    - Surge/lightening protection
    - Steel pole
    - 3 x 3-ft concrete pad
    - 8" diameter flush mount road box in concrete pad (not shown)

This Scope of Work will include:

+ Develop and provide submittal for all hardware components and specifications for approval.
+ Develop and provide submittal for installation procedures and recommended grout mix for approval.
+ Procure all materials including;
    - All SAA components
    - Casing for SAA
    - Nema enclosure, logger, modem, antenna hardware for the SAA
    - Remote power (batteries and solar) for remotely placed SAA
+ Pre-field preparation for System Build-out and Factory Acceptance Testing
+ Schedule installation with Owner and Driller. Pre-ship all materials to Driller or Site.
+ Provide detailed installation instructions to Driller for review
+ After borehole has advanced to full-depth, BDI will be onsite for 1" casing installation (Day 1)
+ SAA installation and initial testing. Setting of mounting pole (Day 2)
+ Mount Nema enclosure and Solar panel and test for remote communication (Days 3 and 4)
+ (Off-site) Provide data support (40 hours) to setup data plots in an Excel spreadsheet format.

Assumptions

BDI made the following assumptions in order to develop this proposal:

- Checking for Utilities before drilling will be responsibility of others.
- BDI will not be responsible for site delays from encounters with unexpected soil conditions or Drilling equipment malfunctions. Additional time on-site (beyond 4-days) will be invoiced at $2,000/day inclusive of expenses.
- Long-term data hosting on a password protected website is not included in this work scope but can be provided as an option at Owner's request.

Required Field Support

It will be assumed that the Owner, or a subcontractor hired directly by the Owner, will arrange for, or otherwise provide the following items for completing the field scope of work outlined above:

- Safe Access to installation site
- Driller and drilling materials.
- Assistance with moving SAA reel (4-ft x 4-ft x 1-ft, 50 lbs) from storage to installation area
- Two saw-horses or similar 3-ft high support for SAA reel
- 3 x 3-ft x 8" Concrete pad, 8" surface road box and 3" x 8-ft galvanized steel pole will be provided by others.

BDI Safety Program

BDI takes safety very seriously and develops a Job Hazard Analysis (JHA) for each field mobilization. This JHA is used as the basis of the safety overview that is held to discuss each structure individually before BDI's team mobilizes to the site. Any additional safety concerns are added during this meeting. Finally, a 'toolbox briefing' is held prior to beginning work each day. All of these documents can be provided for the specific project prior to mobilization upon request. In addition, BDI engages the services of a safety consultant to routinely review and update its safety program. This consultant is on 24-hour-on-call so that BDI field employees can discuss any unanticipated hazards and rectify an unsafe working environment.

BDI field personnel have the following safety training credentials:

- OSHA 10-Hour Hazard Awareness
- OSHA 30-Hour Construction Emphasis
- USACE 385-1 and BOR Regulations
- Fall Protection Awareness
- OSHA Scaffold Competent Person
- Hand & Power Tool Safety
- Aerial Work Platform Operator Safety Awareness
- Traffic Safety Awareness
- Confined Space Entry
- First Aid/CPR
- Breathing Apparatus Fit & Pulmonary Testing
- Various Railroad awareness and safety programs (exact programs can be provided upon request)
- Mechanical System Lockout/Tagout
- SPRAT Ropes Access Training

INSURANCE

BDI carries the following insurance:

- General Liability
- Professional Liability
- Worker's Compensation
- Automobile

BDI can issue an ACORD certificate specifying coverage levels upon request. Please allow five working days for response. If additional specialized insurance or bonds are required beyond the levels currently carried by BDI, any premiums and expenses associated with obtaining such coverage shall be added to final invoice.

BDI BUSINESS PRACTICES AND POLICIES

BDI is a small business per SBA guidelines and is also registered as a government contractor under our CAGE Code 1GYL8 (DUNS 557400785). BDI understands the importance of business systems with respect to their impact on project performance, therefore we have made efforts to ensure that they have been built and are maintained against the high standards of the federal government. We chose to model our accounting system against the rules and regulations of the Department of Defense as their standards are the most comprehensive. By having our accounting and timekeeping in compliance with DoD standards, we are also compliant with the FAR part 31 and AASHTO guidelines. Therefore, we can assure all our customers the confidence that BDI's procedures for accruing and allocating project expenses are of the highest standards.

In addition, BDI has placed great importance on implementing solid policies and procedures for other aspects of our organization and its business systems. In following the perspective we took with our accounting system, BDI has put into place policies and procedures that are compliant with federal regulations. Again, we can assure all our customers the confidence that BDI performs our projects with the highest technical and business integrity.

BUDGET

Below is a proposed budget breakdown for completing the scope of work described above. A full itemized equipment and software breakdown can be found after the budget notes. Please contact BDI to request further breakdowns or additional information.

Executive Summary

Description of Task	Fee
Project Submittals, Management, and Admin Fee	$2,340.19
Purchased Equipment Fee (Ref Quote: 210201TLW-1M.pdf)	$22,920.00
Pre-Field and Preparation Work	$2,495.09
Phase I- Installation Direct Travel & Mobilization Fee	$3,701.18
Phase I- Installation Instrumentation Fee	$360.00
Phase I- Installation Field Work Fee	$6,328.95
Phase I - 1st Year Data Support Fee	$7,435.96
Phase I Taxes on Directs	$231.21
Total Project Fee =	**$45,812.58**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200871**

Contractor: **John Shomaker and Associates**

Description: **Hydrology, Water Resources.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **6/14/17** Term End Date: **6/30/18**

☑ Approved by Council Date: **6/14/17**

Contract / Lease: Hydrology Water Resources

Amendment # **5** to the Original Contract / Lease # **17-0520**

Increase/(Decrease) Amount $ **88536.57 plus nmgrt**

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **pending**

Amendment is for: Increase comp and scope through

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

Contract #17-0520 $296,477
#1 #18-0751 $296,47
#2 #19-0118 $65,825
#3 # 19-0645 $272,001
#4 #20-0384 $197,560.

3. **Procurement History:** **17/26/P 1/5/17**

Fran Dunaway (Mar 24, 2021 13:20 MDT)

Purchasing Officer Review: Mar 24, 2021 Date:

Comment & Exceptions: final year of PSA-6/30/21 FY 21- A #5 increase compensation/must be completed 6/30/21

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050381.510300**

Alexis Lotero (Mar 24, 2021 12:23 MDT)

Budget Officer Approval: Mar 24, 2021 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:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates (JSAI)

Procurement Title: Amendment No. 5 to Professional Services Agreement (PSA) 19-0645 with JSAI

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

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

Department Requesting PUD Staff Name Bill Schneider

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	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
x	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
x	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

william H Schneider, P.G.
william H Schneider, P.G. (Mar 8, 2021 13:36 MST) William H Schneider P.G. Water Resources Coordinator 3.1.21

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

Fran Duraway
Fran Duraway (Mar 24, 2021 13:20 MDT)

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

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

*

JOHNSHO-02 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2021

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 (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Andrew Foraker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: andrew.foraker@hubinternational.com
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : The Continental Insurance Company — 35289 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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		4034680389	8/1/2020	8/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4034680425	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4034680473	8/1/2020	8/1/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6011635475	8/11/2020	8/11/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	E&O / Pollution			EEH288341818	1/7/2021	1/7/2022	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JOHNSHO-02 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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JSAI #5

Final Audit Report 2021-03-09

Created:	2021-03-04
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAENYCo7iWPq_Xa-eyl_MBcKtCZ6xXXsnc

"JSAI #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-04 - 6:23:23 PM GMT- IP address: 63.232.20.2

Document emailed to william H Schneider, P.G. (whschneider@santafenm.gov) for signature
2021-03-04 - 6:36:08 PM GMT

Email viewed by william H Schneider, P.G. (whschneider@santafenm.gov)
2021-03-08 - 8:32:59 PM GMT- IP address: 104.47.64.254

Document e-signed by william H Schneider, P.G. (whschneider@santafenm.gov)
Signature Date: 2021-03-08 - 8:36:10 PM GMT - Time Source: server- IP address: 205.170.183.242

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-03-08 - 8:36:14 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-03-08 - 8:39:27 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-03-08 - 11:57:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-03-08 - 11:57:07 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-03-09 - 0:12:21 AM GMT- IP address: 174.28.63.106

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-03-09 - 0:13:13 AM GMT - Time Source: server- IP address: 174.28.63.106

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-09 - 0:13:16 AM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)

2021-03-09 - 4:11:49 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2021-03-09 - 4:12:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-03-09 - 4:12:33 PM GMT

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: 2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107

CRS Number: 02-058266-00-8

Owner: John Shomaker

License Number: 225084

License Type: Business License - Renewable

Issued Date: December 15, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 15, 2021

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT NE
ABLUQUERQUE, NM 87107

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

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (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 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@ mtg 6/19/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows

The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study

During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the…

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.

The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report

Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

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, 2019 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:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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 tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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: 3/5/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

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. 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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/ 510300
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

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, 2021 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. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Aug 17, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE GC

GC

Marcos Martinez

Marcos Martinez (Aug 26, 2020 13:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510300

Business Unit/Line Item

CONTRACTOR:
JSAI

Steve Finch, V.P.
NAME & TITLE

Date: August 5, 2020
CRS #:02-058266008
Business Registration #: 225084

Exhibit C FY2020-21

Scope of Work for John Shomaker and Associates, Inc.

Task 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

SubTask A. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

SubTask B. Buckman Well Field O&M plan
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

SubTask C. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

SubTask A. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

SubTask B. Develop water-right permit compliance schedule

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

SubTask C. Pumping Impacts Analyses (Depletion Calculations)

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

SubTask A. Maintain surface water gaging stations

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

SubTask B. Monitoring of Living River bypass flows

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

SubTask D. Monthly transducer downloads

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

SubTask E. Summary report for Living River year

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 4: Return Flow / Discharge Credit / Reuse Evaluation

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

SubTask B. Technical assistance with feasibility analysis of return flow options

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

SubTask C. Prepare Maps to Assist with Plan Development

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

SubTask D. Develop Return Flow Quantification Method

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

SubTask A. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

SubTask B. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

SubTask C. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

SubTask D. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Task 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

SubTask A. Evaluation methods

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

SubTask B. Written Evaluation

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Task 7: Wellhead Protection and Water Quality Issues

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

SubTask A. Analysis of Contamination Sites

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

SubTask B. Implementation of Monitoring Design

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

Included below, Budget for one-year project (FY 2020-21):

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

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

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

---

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro **services (RFP '17/26/P) that was awarded as PSA #17**-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies **for City's San Juan Chama Project and** native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all a**spects of the WD permit compliance requirements necessary to protect the City's wa**ter rights portfolio and assets. **A summary of the City's water rights activities are presented at** https://www.santafenm.gov/water_rights

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

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 John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

Contract is for: Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase comp and Term for new FY

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

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

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2023 14:08 MDT)

Budget Officer Approval

Comments or Exceptions:

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

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

Phone # 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 RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Jun 29, 2020 14:50 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

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

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

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

YES	N/A	
☒	☐	Original proposal (s) with no redactions

William Schneider, Water Resources

Department Rep Printed Name and Title

Wil Schneider

Wil Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$213,117.85	Munis Fund Number:	505
Vendor Name:	John Shomaker and Associates (JSAI)	Munis Org Number:	5050381
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 07:35 MDT)	Munis Object Code:	510300

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.

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

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.

The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

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. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

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?

While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

[illegible] [illegible] (Jun 29, 2020 14:50 MDT)	Alexis Lotero Alexis Lotero (Jun 29, 2020 14:08 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 02058266008

Owner: JOHN SHOMAKER

License Number: 225084

License Type: Business License - Renewable

Issued Date: February 07, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 31, 2020

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, NM 87107

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

JOHNSHO-02 AFORAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2020

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	CONTACT NAME:	
HUB International Insurance Services (NMX) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	PHONE (A/C, No, Ext): (505) 828-4000	FAX (A/C, No): (866) 487-3972
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED	INSURER B : The Continental Insurance Company	35289
John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		4034680389	8/1/2019	8/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4034680425	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4034680473	8/1/2019	8/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6011635475	8/11/2019	8/11/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	E&O / Pollution			EEH288341818	1/7/2020	1/7/2021	Occurrence/Aggregate	3,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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G. Waiver of Subrogation - Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

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

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

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

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b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

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

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. **Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:

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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   k. Damage To Property

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

3. The first Paragraph under Item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The Insured; or

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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or
   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

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. 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: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019

CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/510300
Business Unit/Line Item

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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 tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

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: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, 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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

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, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

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, 2019 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:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826008
City of Santa Fe Business
Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 17-0520

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 John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (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 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@C mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the...

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:29 MDT)

Email: gfcardenas@santafenm.gov

GB 20-0384 John Shomaker & Associates, Inc - not executed

Final Audit Report 2020-08-17

Created:	2020-08-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtWDdMd62INxRhJRs51ELUo_0ynt9xE0g

"GB 20-0384 John Shomaker & Associates, Inc - not executed" History

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City of Santa Fe
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Signature Date: 2020-08-17 - 4:26:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), Alan Webber (amwebber@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), and 3 more

2020-08-17 - 4:26:38 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

s) Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to increase the duration by adding 653 days, no additional funding is being requested. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7j

Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to increase the duration by adding 653 days, no additional funding is being requested. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for an update. Approved unanimously to forward to 4/5/2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: **March 12, 2021**

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:

Recommend the approval of Change Order #5 with Bradbury Stamm Construction Inc. Requesting no increase to funding with an increase for the duration adding 653 days

BACKGROUND AND SUMMARY:

In July 2018, the City contracted with Bradbury Stamm Construction, Inc. for construction of the Anaerobic Digester Project, CIP 950 and the Award of Bid No. '18/19/B.' Details are included on the attached Summary.

Design – The Anaerobic Digester Project was designed by HDR and includes replacement of the Paseo Real Wastewater Treatment Facility anaerobic digesters, addition of a SCADA system, provision of a cogeneration system to generate electric power and recovery heat from the combustion of digester biogas, and addition of two belt filter presses for sludge dewatering.

Construction Funding - City of Santa Fe Purchase Order 18191219-000-OP was issued to Bradbury Stamm Construction in the amount of $13,869,156.25 (inclusive of NMGRT) on August 22, 2018. Construction began on August 27, 2018.

Analysis – As detailed below, there have been four change orders on this project so far.

		Project Contract		Contingency
Deduction	**Date Approved**	**Change**	**Running Total**	**Running Total**
Initial Contract	7/25/2018	--	$ 13,869,156.25	$ 1,386,915.63
BSC CO#1	3/25/2019	$ (28,040.78)	$ 13,841,115.47	$ 1,414,956.41
BSC CO#2	5/29/2019	$ 536,585.85	$ 14,377,701.32	$ 878,370.56
BSC CO#3	7/31/2019	$ 165,593.80	$ 14,543,295.12	$ 712,776.76
BSC CO#4	7/31/2019	$ 288,280.59	$ 14,831,575.71	$ 424,496.17

Change Order #1 included a decrease in project budget (which increased the Contingency by an equal amount) and was used to account for miscellaneous credits during shop drawing review and initial construction.

Change Order #2 provided a second, replacement belt filter press (the initial contract scope included only the addition of one press).

Change Order #3 addressed changes to project scope and cost, and addressed changes to the project as the result of shop drawing submittal and review.

Change Order #4 (attached) includes a number of credits and debits that have occurred during the last 9 months of construction.

Change Order #5 includes multiple credits and debits for completed work during the pandemic closures, credits for allowances no longer required for completed project requirements, and debits for site improvements not previously scoped for the digester area included new asphalt access around the digesters. Pandemic closures created issues delaying construction causing added time to complete the project. Retroactive addition of days to compensate for minimal ability to work onsite since March 2020 and an addition of time to finalize and complete the project totaling 653 days is included in this change order.

PROCUREMENT METHOD:

Procurement method: Construction Bid

FUNDING SOURCE:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of the Construction Agreement with Bradbury Stamm Construction of Albuquerque, for CIP #950 – Anaerobic Digested Replacement Project. Amendment #5 for a zero dollar increase. Contract duration to be increased by 653 days. Total modified Project Budget will remain $14,831,575.71 inclusive of NMGRT and the contract duration will be 1227 days.

City of Santa Fe, New Mexico
Memorandum

City of Santa Fe
Wastewater Treatment Plant – Anaerobic
Digesters Change Order No. 5 Summary

MCR No.	Description	Change in Price (Excluding NMGRT)	Change in Price (Including NMGRT)	Change in Time (Calendar Days)
30	Credit for Deletion of Flow Meter Manhole at Belt Filter Press Dewatering Building	($11,120.40)	($12,058.68)	0
34	Digester Level Sensors	$11,380.96	$12,341.23	0
42	Site Surface Changes	$57,487.70	$62,338.22	0
46	Programming of Electronic Valves	$4,295.24	$4,657.65	0
48	Additional I/O for Belt Filter Presses	$12,726.85	$13.800.68	0
50	Shore Power for Cogeneration	$15,873.47	$17,212.79	0
51	Support for Digester Hose	$12,779.42	$13,857.68	0
52	Additional Costs for EIFS	$25,154.37	$27,276.77	0
53	Programming Timers on Chopper Pumps	$ 1,373.62	$ 1,489.52	0
54	VFDs at Chopper Pumps	$21,804.29	$23,644.02	0
56	Pressure Gauges	$10,073.33	$10,923.26	0
	TOTAL MCR	$161,828.85	$175,483.14	
	Allowance - Testing	($29,356.90)	($31,833.89)	0
	Allowance - Utility Relocation	($4,981.27)	($5,401.56)	0
	Allowance - Holding Tank 2 and Pipe Cleaning	($97,111.25)	($105,305.01)	0
	Allowance - Cogeneration	($30,379.43)	($32,942.68)	0
	TOTAL ALLOWANCE	($161,828.85)	($175,483.14)	
	Total Change Order No. 05	**($0.00)**	**($0.00)**	**0**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 05

Date of Issuance:	February 23, 2021	Effective Date:	February 23, 2021
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Cont ractor :	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engin eer:	HDR En gineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant -Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant -Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description : Change order includes the following: MCR #30 - Credit for deletion of flow meter manhole at belt filter press dewatering building; MCR #34 - Digester level sensors; MCR #42 - Site surface changes; MCR #46 Programming of Electronic Valves ; MCR #48 -Additional 1/0 for Belt Filter Presses ; MCR #50 - Shore power for cogenerat ion ; MCR #51 - Support for digester hoses; MCR #52 -Additional costs for EIFS; MCR #53 - Programming timers on chopper pumps; MCR #54 VFDs at chopper pumps; MCR #56 - Pressure Gauges on Pum ps.

Attachments: *Change Order No. 5 Summary with BSC Pricing Attachments .*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders No. 01 to No. 04.	Increase from previously approved Change Orders No. 01 to No. 04.
$ 962,419.46 (Inclusive of NMGRT)	274 Calendar Days
Contract Price prior to this Change Order :	Contract Times prior to this Change Order:
$ 14,831,575.71 (Inclusive of NMGRT)	574 Calendar Days
Increase of this Change Order :	Increase of this Change Order:
$ 0.00 (Inclusive of NMGRT)	Retroactively from 3/23/20-12/31/21 add **653** calendar days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,831,575.71 (Inclusive of NMGRT)	1227 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title Project Manager
Date: _____	_____	3/17/21

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Bradbury Stamm Construction, Inc.

DOUG HARNED Project Manager
NAME & TITLE

DATE: 3/11/21

CRS # 01-107415-00-09
Business Registration #

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 10, 2021 14:50 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
5000375.572970 AL
AL

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200883**

Contractor: **Bradbury Stamm Construction Inc**

Description: **Anaerobic Digesters**
PL# WWM195000A

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/25/18** Term End Date: **3/23/20**

☐ Approved by Council Date: **7/25/18**

Contract / Lease: **Conctract**

Amendment # **Change Order #5** to the Original Contract / Lease # **18-0835**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **Retroactive extend term from 3/23/21 through 12/31/21**

☑ Approved by Council Date: **Pending**

Amendment is for: **term extension**

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

Original Contract #18-0835 $13,869,156.25 300 NTP CC approved 7/25/18
Change Order #1 #19-0228 ($28,040.77) CC approved 5/27/19
Change Order #2 #19-0389 $536,585.85 plus 200 days CC approved 5/27/19
Change Order #3 #19-0642 $165,593.80 CC approved 7/31/19
Change Order #4 #20-0322 $288,280.59 plus 74 days CC approved 7/8/20

3. **Procurement History:** **18/19/B January 1, 2108**

Fran Delaney (Mar 24, 2021 16:00 MDT) Mar 24, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Extend term. Construction

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Alexis Lotero (Mar 24, 2021 14:38 MDT) Mar 24, 2021

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: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bradbury Stamm Construction

Procurement Title: Anaerobic Digester Construction Project 18/19/B

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

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

Department Requesting Public Utilities Staff Name Michael Do ier

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
●	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	●	State Price Agreement
☐	●	RFP
☐	●	Evaluation Committee Report
☐	☒	ITB
☐	●	Bib Tab
☐	●	Quotes (3 valid current quotes)
☐	●	Cooperative Agreement
☐	●	Sole Source Request and Determination Form
☐	●	Contractors Exempt Letter
☐	●	Purchasing Officers approval for exempt procurement
☐	●	BAR
☐	☒	FIR
●	☐	Executed Contract, Agreement or Amendment
●	☐	Current Business Registration and CRS numbers on contract or agreement
●	☐	Summary of Contracts and Agreements form
●	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other:

Michael Dozier (Mar 12, 2021 11:53 MST)

3/12/2021

Mike Dozier WWMD Director

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

Fran Dunaway (Mar 24, 2021 16:00 MDT)

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

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

Signature: Shannon Jones

Email: swjones@santafenm.gov

BSC #5

Final Audit Report 2021-03-12

Created:	2021-03-12
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT7RoIw_U3hbctAZ5b2I3C1jhnPMO7q1Z

"BSC #5" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-03-12 - 6:45:37 PM GMT- IP address: 63.232.20.2

Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2021-03-12 - 6:46:46 PM GMT

Email viewed by Michael Dozier (mldozier@santafenm.gov)
2021-03-12 - 6:51:23 PM GMT- IP address: 174.28.125.27

Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2021-03-12 - 6:53:00 PM GMT - Time Source: server- IP address: 174.28.125.27

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-03-12 - 6:53:03 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-03-12 - 7:00:34 PM GMT- IP address: 174.28.83.57

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-03-12 - 7:00:56 PM GMT - Time Source: server- IP address: 174.28.83.57

Agreement completed.
2021-03-12 - 7:00:56 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2020

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	**CONTACT NAME:** IMA Denver Team **PHONE (A/C, No, Ext):** 303-534-4567 **FAX (A/C, No):** **E-MAIL ADDRESS:** DenAccountTechs@imacorp.com
INSURED BRADSTA1 Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURER B : Cincinnati Insurance Company 10677 INSURER C : Employers Insurance Company of Wausau 21458 INSURER D : Ohio Casualty Insurance Company 24074 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1683176781 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X PD Ded: $5,000 X CL, XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			TB2Z91466584030	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]			AS2Z91466584020	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			EUP0576336	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WCCZ91466584010	5/1/2020	5/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Second Layer Coverage			ECO2157442687	5/1/2020	5/1/2021	Each Occurrence Aggregate	$10,000,000 $10,000,000

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

Automobile Physical Damage Coverage: Policy #AS2Z91466584020
Effective Dates: 05/01/20-05/01/21 Insurer A: See Above
Deductibles: $2,500 Comprehensive; $2,500 Collision

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: BRADSTA1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
IMA, Inc. - Colorado Division		Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Builders Risk Coverage: Policy #QT6608F330853TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$5,000,000 Frame; $5,000,000 Joisted Masonry; $60,000,000 Non-Combustible
$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or fire Resistive
$15,000,000 Roadwork, Utility Work, Site Work; $5,000,000 Solar Installation; $1,000,000 Temporary Storage; $1,000,000 Property in Transit
$5,000 Deductible

Installation Floater Coverage: Policy#QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Any One Location Limit; $250,000 Transit Limit; $250,000 Temporary Location Limit; SPC Form
$1,000,000 Flood (Excluded in Zones A, D, V, XFUT);
$1,000,000 Earth Movement (Excluded in High Hazard Zones);
Deductible:
$5,000 Per Occurrence - All Other Causes of Loss
$25,000 Per Occurrence - Flood & Earth Movement

Professional/Pollution Liability Coverage: Policy #CEO744690604
Effective Dates: 05/01/20-05/01/21 Insurer: Indian Harbor Insurance Company
$1,000,000 Professional Limit; $50,000 Deductible
$3,000,000 Pollution Limit; $50,000 Deductible
$1,000,000 Protective Loss Limit; $50,000 Deductible

Leased and Rented Equipment: Policy #QT6306J780972TIL20
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
$1,000,000 Limit; $1,000 Deductible; Replacement Cost

Crime Coverage: Policy #105606701
Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Casualty and Surety Co of Amer
$1,000,000 Limit; $25,000 Deductible

RE: Paseo Real Wastewater Treatment Plant Anaerobic Digester Project; Project job #1808.
The Umbrella Policy is excess of the General Liability, Automobile Liability, and Employers Liability Policies.

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: BRADBURY STAMM CONSTRUCTION CO
DBA: BRADBURY STASMM CONSTRUCTION CO

Business Location: 7110 2ND ST
ALBUQUERQUE, NM 87107

Owner: JAMES KING

License Number: 227459

Issued Date: March 09, 2021

Expiration Date: March 09, 2022

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2ND ST NW
ALBUQUERQUE, NM 87107

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

ITEM # 18-0835

AGREEMENT BETWEEN
THE CITY AND CONTRACTOR

WASTEWATER TREATMENT PLANT
ANAEROBIC DIGESTERS CONTRACT CIP #950

THIS AGREEMENT dated July 25, 2018 is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and Bradbury Stamm Construction, Inc. hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.

2. **SCOPE OF WORK:** The work under this Contract is located at the City of Santa Fe's Wastewater Treatment Plant at 73 Paseo Real, Santa Fe, NM. The work consists of furnishing all equipment, labor, and materials for construction of the **Paseo Real Wastewater Treatment Plant Anaerobic Digesters C.I.P # 950** in accordance with the Contract Documents. The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified and/or shown within the Contract documents.

3. **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, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **CONTRACT PRICE:**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirteen million eight hundred sixty nine thousand one hundred fifty six dollars and twenty five cents ($13,869,156.25), inclusive of applicable New Mexico Gross Receipts Tax.

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.

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and shall terminate three hundred (300) calendar days from the start date specified in the Notice to Proceed to Substantial Completion, unless sooner pursuant to Article 6 below.

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, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **PAYMENT & PROGRESS PAYMENTS**: Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **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 the City does not make sufficient appropriations and authorization, 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.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **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 contract.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY	City of Santa Fe Wastewater Management Division 73 Paseo Real Santa Fe, New Mexico 87507	CONTRACTOR Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/1/18

CONTRACTOR:
Bradbury Stamm Construction, Inc

NAME & TITLE
Cynthia Schultz, CEO

DATE: 8/3/2018

NM Taxation & Revenue
CRS # 01-107415-00-09
City of Santa Fe Business
Registration # 18-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/25/18

APPROVED AS TO FORM:

6/25
CITY ATTORNEY

APPROVED AS TO FORM:

07/31/18
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM 52468.572960

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ITEM # 19-0228

Change Order No. 01

Date of Issuance:	February 5, 2019	Effective Date:	February 5, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #1 - resize heat exchangers; MCR #2 - increase size of digester manways; MCR #3 - time extension for unforeseen site conditions during demolition; MCR #4 - change valve motor actuators from Auma to Rotork; MCR #6 - change materials for drain lines; MCR #7 - change drives on sludge pumps and grinders; MCR #9 - change materials for buried gas lines; MCR #11 - credit for smaller flame arrestors and deletion of exhaust fan VFDs; MCR #12 - change flow meter manufacturer from ABB to Rosemount; MCR #16 - add additional valves on sludge feed lines; and MCR #17 - changes to digester mixing piping per mixing manufacturer's recommendations.

Attachments: *Change Order No. 1 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders	[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders
$ 0.00	0 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Decrease of this Change Order:	Increase of this Change Order:
$ ($28,040.78) (Inclusive of NMGRT)	10 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 13,841,115.47 (Inclusive of NMGRT)	310 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Municipal Principal	Title Mayor	Title Project Manager
Date: 4/11/19	Date 4/1/19	Date 4/5/19

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 4/5/19

CRS # 01-107415-009
Business Registration # 17-00110079 (S.F. bus licence)
BRC-2002-275162 (COA business registration)

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

2/26
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
~~523468.572960~~
523468.572970

ITEM # 19-0389

Change Order No. 02

Date:	March 22,2019	Effective Date:	Upon approval by City Council
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract Item#18-0835 is modified as follows upon execution of this Change Order:

Change order includes the following: Replace existing belt filter press (BFP-02) along with ancillary equipment within the existing sludge dewatering facility. The contract term will be increased by 190 days.

Attachments: *Change Order No. 2 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (inclusive of NMGRT)	300 Calendar Days
Increase [Decrease] from previously approved Change Orders – No Previous Change Orders	Increase [Decrease] from previously approved Change Orders – No Previous Change Orders
$ ($28,040.77) (inclusive NMGRT)	10 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 13,841,115.48 (inclusive of NMGRT)	310 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 536,585.85 (inclusive NMGRT)	190 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ $14,377,701.33 (inclusive NMGRT)	500 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title Mayor	Title CEO
Date: _____	Date 5/31/19	Date 6/7/19

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 19-0642

Change Order No. 03

Date of Issuance:	June 11, 2019	Effective Date:	June 11, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #5 - Flow meters for belt filter presses; MCR #8 - delete local control panels for hot water pumps; MCR #10 - SCADA connection for digester cover lid position indicator; MCR #13 - change workstations HP to Dell; MCR #18 - insulation for buried hot water return and hot water supply piping; MCR #19 - additional administration building modifications above the allowance included in the bid; MCR #22 - delete FRP panels and seal CMU inside the equipment building; MCR #24 - coat existing belt filter press dewatering room; and MCR #27 - change FIT 203/204 to electronic flow meters.

Attachments: *Change Order No. 3 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders – No Previous Change Orders	Increase from previously approved Change Orders – No Previous Change Orders
$ 508,545.07 (Inclusive of NMGRT)	200 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 14,377,701.32 (Inclusive of NMGRT)	500 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 165,593.80 (Inclusive of NMGRT)	0 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,543,295.12 (Inclusive of NMGRT)	500 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Manager Principal	Title	Title Project Manager
Date: 7/10/19	Date	Date 7/8/19

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/2/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

Project Manager
NAME & TITLE

DATE: 7/8/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 7-31-19

APPROVED AS TO FORM:

6/14/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

for M. McCoy 26.02.19
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 20-0322

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 04

Date of Issuance:	May 14, 2020	Effective Date:	May 14, 2020
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #20 – Connection of Foam Separator to SCADA/power; MCR #25 – Additional Power Conduits at Gas Cleaning; MCR #26 – RFI #57 Additional Valves on Yard Piping; MCR #28 – Credit for Digester Ramp Deletion; MCR #29 – RFI #46 Additional Plug Valves; MCR #31 – Working with HEI on Fiber Optic; MCR #32 – RFI #8 Credit for Digester Lid Coatings; MCR #33 – Owner Directed Changes to Server Room; MCR #35 – RFIs #91-93 Modifications to MCC; MCR #37 – Additional I/O for LCP-201; MCR #38 – Hot tap for the 12" OF line; MCR #40 – Installation of Air Release on Sludge and HW Piping; MCR #41 – Start-up Costs through 3-31-20; MCR #43 – Load Banks for Generator Start-up; MCR #44 – Spare Parts for Existing Belt Press; MCR #45 PW for Flush Water at Chopper Pumps; MCR #47 – Finalize Bypass Line and MCR #49 – Retaining Wall.

Attachments: *Change Order No. 4 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
$ 13,869,156.25 (Inclusive of NMGRT)	300 Calendar Days
Increase from previously approved Change Orders No. 01 to No. 03.	Increase from previously approved Change Orders No. 01 to No. 03.
$ 674,138.87 (Inclusive of NMGRT)	200 Calendar Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 14,543,295.12 (Inclusive of NMGRT)	500 Calendar Days
Increase of this Change Order:	Increase of this Change Order:
$ 288,280.59 (Inclusive of NMGRT)	74 Calendar Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 14,831,575.71 (Inclusive of NMGRT)	574 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title Project Manager
Date: _____	Date _____	Date 5/18/20

City of Santa Fe
Wastewater Treatment Plant – Anaerobic Digesters
Change Order No. 4 Summary

MCR No.	Description	Change in Price (Excluding NMGRT)	Change in Price (Including NMGRT)	Change in Time (Calendar Days)
20	Connection of Foam Separator to SCADA/power	$25,426.30	$27,571.64	9
25	Additional Power Conduits at Gas Cleaning	$63,897.32	$69,288.66	38
26	RFI #57 Additional Valves on Yard Piping	$14,668.10	$15,905.72	0
28	Credit for Digester Ramp Deletion	($17,694.44)	($19,187.41)	0
29	RFI #46 Additional Plug Valves	$9,480.42	$10,280.33	0
31	Working with HEI on Fiber Optic	($11,071.34)	($12,005.48)	0
32	RFI #8 Credit for Digester Lid Coatings	($3,232.40)	($3,505.13)	0
33	Owner Directed Changes to Server Room	$6,622.74	$7,181.53	0
35	RFIs #91-93 Modifications to MCC	$5,103.30	$5,533.89	2
37	Additional I/O for LCP-201	$9,592.76	$10,402.15	2
38	Hot tap for the 12" OF Line	$7,002.63	$7,593.48	0
40	Installation of Air Release on Sludge and HW Piping	$5,679.90	$6,159.14	0
41	Start-up Costs through 3-31-20	$52.369.95	$56,788.66	7
43	Load Banks for Generator Start-up	$42,204.67	$45,765.69	0
44	Spare Parts for Existing Belt Press	$20,660.43	$22,403.65	0
45	PW for Flush water at Chopper Pumps	$1,017.40	$1,103.24	0
47	Finalize Bypass Line	$7,931.03	$8,600.21	0
49	Retaining Wall	$26,190.77	$28,400.62	16
	Total Change Order No. 04	**$265,849.54**	**$288,280.59**	**74**

Bradbury Stamm Construction Pricing Attachments:

- Modification / Change Request (MCR) #20 Dated 10/14/19
- Modification / Change Request (MCR) #25 Dated 4/7/20
- Modification / Change Request (MCR) #26 Dated 1/13/20
- Modification / Change Request (MCR) #28 Dated 8/12/19
- Modification / Change Request (MCR) #29 Dated 8/12/19
- Modification / Change Request (MCR) #31 Dated 3/9/20
- Modification / Change Request (MCR) #32 Dated 8/12/19
- Modification / Change Request (MCR) #33 Dated 8/27/19
- Modification / Change Request (MCR) #35 Dated 10/15/19
- Modification / Change Request (MCR) #37 Dated 10/16/19
- Modification / Change Request (MCR) #38 Dated 10/22/19
- Modification / Change Request (MCR) #40 Dated 1/13/20
- Modification / Change Request (MCR) #41 Dated 5/4/20
- Modification / Change Request (MCR) #43 Dated 4/1/20
- Modification / Change Request (MCR) #44 Dated 4/2/20
- Modification / Change Request (MCR) #45 Dated 5/4/20
- Modification / Change Request (MCR) #47 Dated 5/4/20
- Modification / Change Request (MCR) #49 Dated 5/4/20

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Bradbury Stamm Construction, Inc.

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09
Business Registration # 19-00110079

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

t) Request for Approval of (3) State Capital Outlay Grant Agreements; (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
1) Project # 20-E2735 for Electric Vehicles & Charging Stations
2) Project # 20-E2740 for Municipal Court HVAC & Roof Repairs
3) Project # 20-E2744 for Construction of Southside Teen & Resource Center

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7k

Request for Approval of (3) State Capital Outlay Grant Agreements: Project # 20-E2735 for Electric Vehicles & Charging Stations Project# 20-E27 40 for Municipal Court HVAC & Roof Repairs Project# 20-E27 44 for Construction of Southside Teen & Resource Center. (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 391, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2735 $750,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars ($0.00), which equals Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 19, 2021 08:09 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY McCOY, FINANCE DIRECTOR

3459981.570950

Electric Vehicles STB 20-1:2735 dac

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Santa Fe, NM 87501
Office: (505) 827-8061
Fax: (505) 827-4948
maria.urban@state.nm.us

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 396, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2740 $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Three Thousand Six Hundred Thirty Seven Dollars ($3,637.00), which equals Three Hundred Sixty Thousand Sixty Three Dollars ($360,063.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 18, 2021 10:20 MST)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY McCOY, FINANCE DIRECTOR

3209980.572970 ✓

Municipal Court SFB 20-E2740 dac

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

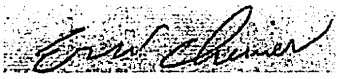
Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

Bataan Memorial Building, Rm. 202
Santa Fe, NM 87501
Office: (505) 827-8061
Fax: (505) 827-4948
marla.urban@state.nm.us

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Santa Fe**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 400, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2744 $3,910,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new southside teen and resource center in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount") [1], if applicable, Thirty Nine Thousand One Hundred Dollars ($39,100.00), which equals Three Million Eight Hundred Seventy Thousand Nine Hundred Dollars ($3,870,900.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse [2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Signature of Official with Authority to Bind Grantee

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

_____
Signature

_____
Date

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 25, 2021 09:04 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY McCOY, FINANCE DIRECTOR

3209980.572970

Southside Teen Center STB 20-F2744 dne

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

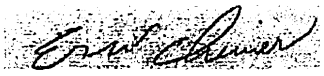
Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

u) Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021
ISSUE NO. 7o Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824) **Committee Review:** Public Works and Utilities Committee: 03/29/2021 Finance Committee: 04/05/2021 Governing Body: 04/14/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

v) Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021
ISSUE NO. 7l Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824) **Committee Review:** Public Works and Utilities Committee: 03/29/2021 Finance Committee: 04/05/2021 Governing Body: 04/14/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

w) Request for Approval of a Budget Adjustment Resolution (BAR) for the Southside Teen & Resource Center in the amount of $3,870,900 (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021
ISSUE NO. 7m Request for Approval of a Budget Adjustment Resolution (BAR) for the Southside Teen & Resource Center in the amount of $3,870,900 (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824) **Committee Review:** Public Works and Utilities Committee: 03/29/2021 Finance Committee: 04/05/2021 Governing Body: 04/14/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/5/2021 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: March 25, 2021

TO: Public Works and Utilities Committee

VIA: Regina Wheeler (Mar 25, 2021 11:25 MDT)
Regina Wheeler, Public Works Department Director

FROM: David A. Chapman Grant Administrator DAC

ISSUE: Request approval of State of New Mexico issued Severance Tax Bond (STB) Fund Grant Agreements for the following three projects:

20-E2735, $750,000.00 Appropriation Revision Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 391, Seven Hundred Fifty Thousand Dollars ($750,000.00) to purchase and equip electric vehicles and to plan, design, construct and improve charging infrastructure in Santa Fe in Santa Fe County. We expect to purchase (23) electric vehicles and a sufficient number of charging stations with this funding. The City's Fleet Management Division is working with the Sustainability Planner to purchase electric vehicles and install charging infrastructure to best meet City needs and leverage the funding. The vehicles and charging stations will be placed on City owned property.

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

20-E2744, $3,910,000.00 Appropriation Reversion Date: 30-JUN-2024
Laws of 2020, Chapter 81, Section 35, Para. 400, Three Million Nine Hundred Ten Thousand Dollars ($3,910,000.00) to plan, design, construct, purchase, furnish and equip a new Southside Teen and Resource Center in Santa Fe in Santa Fe County. After an AIPP deduction of 1% ($39,100.00), the net grant amount is **$3,870,900.00.** This will go towards construction. In 2019, the State Legislature awarded the City $1,089,000 for this project. That grant number was 19-D3210.

SUMMARY The State of New Mexico issued these Severance Tax Bond Agreements to the City of Santa Fe in February 2021. The grants do not require matching funds and funds are provided on a reimbursement basis. In addition to acting as fiscal agent, city staff will act as project managers for these projects.

ACTION: Please recommend to the Finance Committee approval of these State of New Mexico Severance Tax Bond Agreements.

Enclosures: State Severance Tax Bond Agreements: 20-E2735, 20-E2740 and 20-E2744 BARS

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME					DATE
Finance Department					3/25/2021
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles < 1.6	3459881	570950	Project Id. FA345B Grant Id: s2116	659,068	
Equipment & Machinery	3459881	570500	Project Id. FA345B Grant Id: s2116	91,932	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3459881	460210		(750,000)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation Project Electric Vehicles 20-E2735.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

David A. Chapman
David A. Chapman (Mar 25, 2021 10:51 MDT)
Prepared By *(print name)* — Date: Mar 25, 2021

Division Director Signature *(optional)* — Date

Regina A. Wheeler
Department Director Signature — Date: Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
A.J. (Mar 25, 2021 16:39 MDT)
Alexis C. Lotero
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive $)*	*(enter as negative $)*
WIP Construction	3209980	572970	Project Id: FA320C Grant Id: S2119	380,083	
REVENUES				*(enter as negative $)*	*(enter as positive $)*
NM Dept. of Finance & Admin.	3209980	480210		(380,083)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Municipal Court Roofing & Renovations 20-E2740.

The actual grant amount was $383,700.00 but $3,637.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
Prepared By *(print name)* Mar 25, 2021 Date

Division Director Signature *(optional)* Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A. Wheeler
Department Director Signature Mar 25, 2021 Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 25, 2021 16:36 MDT)
Alexis C. Lotero
Budget Officer Mar 25, 2021 Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3209880	572970	Project Id: FA183200T Grant Id: S2120	3,870,900	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept. of Finance & Admin.	3209880	460210		(3,870,900)	
				$ -	$ -

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

This funding is from a State of NM Severance Tax Bond (STB) Appropriation project Southside Teen and Resource Center 20-E2744.
The actual grant amount was $3,910,000.00 but $39,100.00 was automatically deducted by the state for Arts in Public Places (AIPP).

(Complete section below if BAR results in a net change to ANY Fund)

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

David A. Chapman
David A. Chapman (Mar 25, 2021 10:53 MDT)
David A. Chapman
Prepared By *(print name)* Mar 25, 2021 — Date

Division Director Signature *(optional)* — Date

Regina Wheeler (Mar 25, 2021 16:22 MDT)
Regina A Wheeler
Department Director Signature — Date
Mar 25, 2021

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis C. Lotero
Budget Officer — Date
Mar 25, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

x) Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24.(Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:

Public Works and Utilities Committee: 3/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUSE NO. 7c

Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24.(Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:
Public Works and Utilities Committee: 3/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 4/5/2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: **March 22, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ACTION:
Request for the Approval of Amendment #10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933

SUMMARY:
The Lease and Management Agreement with Santa Fe Railyard Community Corporation ("SFRCC") was entered into in February 2002 and amended 8 times through 2010. In 2011 City Staff (City Manager, Public Works Director, Economic and Community Development Director, Assistant City Attorney, Property Maintenance Manager) and SFRCC negotiated a new Amended and Restated Lease & Management Agreement which has been amended 9 times to date. The Amended and Restated Lease & Management Agreement expires in 2030. By the end of the Agreement, SFRCC will have repaid the entire amount of the infrastructure bonds, 30% of the original land acquisition costs, all the rent deferrals and 100% of the cinema parking total.

The Santa Fe Railyard Community Corporation is requesting approval of Amendment No. 10 to the Amended and Restated Lease and Management Agreement ("L&M Agreement") to increase the current $100,000 rent deferral to $500,000 for fiscal year 2020/21. The additional proposed deferral of $400,000 will be fully repaid by SFRCC between FY 2021/22 and FY 2023/24. SFRCC is requesting this deferral (not abatement) of rent in order to meet its current and future financial rent obligations to the City.

Reasons for the request include the default of the previous tenant in the Santa Fe Clay building, the default of the developer of an apartment project in the Baca area, and COVID-19 related delays in the sale of the Santa Fe Clay and the 1614 Paseo de Peralta building. While both the Santa Fe Clay building parcel and the apartment parcel are now leased, the cash flow shortfalls had a significant negative impact on SFRCC's ability to pay 100% of its FY 20/21 rent obligation to the City. Progress on other lease transactions were also delayed by approximately a year due to the pandemic's unknown impact on commercial real estate development.

In January 2021, SFRCC repaid the $492,611 which the City deferred in FY20, but SFRCC does not have the funds to pay the entire $934,801 due to the City on April 30, 2021. If the $400,000 deferral is approved, SFRCC would pay the City $534,801 on April 30, 2021.

If this Amendment No. #10 is approved, no further deferrals are scheduled in the L&M Agreement rent payment schedule.

Attachments:

Lease and Management Agreement Amendment #10
Lease and Management Agreement Amendments #1 - #9
SFRCC Rent Schedule – Exhibit A
SFRCC's Request Letter (November 17, 2020 and January 28, 2021)

CITY OF SANTA FE
AMENDMENT# 10
TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 10 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, Amendment #7 dated March 31, 2016, Amendment #8 dated April 1, 2020 and Amendment #9 dated May 1, 2020 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 30, 2021.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to defer a portion of the Fair Value Compensation due on April 30, 2021, from the Non-profit to the City and to include the repayment of this deferral on **Exhibit B**.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Add the following as Section 4.01.7 of the Agreement:

   The Parties agree to increase the deferral for fiscal year 20/21 shown on **Exhibit B** dated May 1, 2020 from $100,000 to $500,000 as shown on **Exhibit B** dated April 30, 2021. The $100,000 deferrals for fiscal years 21/22 and 22/23 will be deleted from **Exhibit B**. The Rent due to the City from the Non-profit is increased by $200,000 for fiscal year 23/24.

2. Delete in its entirety **Exhibit B** entitled "Rent Schedule" dated May 1, 2020 and replace with the enclosed **Exhibit B** entitled "Rent Schedule" dated April 30, 2021.

Except as specifically provided in this Amendment #10, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #10 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORPORATION

By_____

Printed Name_____

Its_____

CRS # 02-481098003
City of Santa Fe Business
License Registration# 0397164

Approved as to form:

Andrea Salazar for
Andrea Salazar for (Apr 1, 2021 09:13 MDT)

_____
Erin K. McSherry, City Attorney

City:

CITY OF SANTA FE

By_____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

Approved as to finance:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____
Notary Public

My commission expires:

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

My commission expires:

Exhibit B - Rent Schedule - April 30, 2021

2/11/2021
5:20:55 PM

	ACTUALS																PROJECTED									GRAND
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	TOTALS
FAIR VALUE COMPENSATION																										
Non-profits share of the City of Santa Fe Land Debt acquisition costs	1,183,724	452,547	453,221	453,579	452,582	454,430																				3,450,083
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Schedule	0	0	0	222,527	219,337	212,544	142,250	53,098	53,115	52,817	52,821	52,825	52,828	52,833	52,838	52,843	52,849	52,855	52,860	52,867	0	0	0	0	0	1,484,107
NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	239,827	85,150	85,155	85,161	85,166	85,172	85,179	85,185	85,193	85,201	85,209	85,218	85,228	85,239	85,250	85,261	0	0	0	1,517,792
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	463,688	705,000	705,400	1,071,000	1,070,500	1,069,900	1,071,650	1,066,650	1,070,150	1,071,650	1,071,150	1,068,650	1,069,150	1,067,400	638,200	639,600	0	0	0	14,919,738
SUB-TOTAL	**1,183,724**	**452,547**	**453,221**	**676,106**	**671,919**	**666,974**	**845,765**	**843,248**	**843,670**	**1,208,977**	**1,208,486**	**1,207,897**	**1,209,657**	**1,204,668**	**1,208,181**	**1,209,694**	**1,209,208**	**1,206,723**	**1,207,238**	**1,205,505**	**723,450**	**724,861**	**0**	**0**	**0**	21,371,720
Negotiated City of Santa Fe land debt acquisition deferrals totaling $769K for FY 2002/03 to 2009/10	(30,000)	(276,000)	(180,000)	(60,175)	(121,000)	(102,000)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(769,175)
Repayment by the Non-profit of the land acquisition debt deferrals above totaling $769K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	469,175	300,000	0	0	0	769,175
Debt Deferrals provided by the City of Santa Fe for FY 2010/11 to 2020/21	0	0	0	0	0	0	**(133,441)**	**(300,000)**	**(300,000)**	**(650,000)**	**(650,000)**	**(400,000)**	**(600,000)**	**(350,000)**	**(200,000)**	**(200,000)**	**(500,000)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	(4,283,441)
Repayment by the Non-profit of deferrals granted by the City from FY 2010/11 to 2020/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	200,000	500,000	950,000	1,300,000	1,133,441	4,283,441
Repayment by the Non-profit of the deferral resulting from Covid-19 pandemic	0	0	0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**(492,611)**	**492,611**	0	0	0	0	0	0	0	0	**0**
TOTAL ANNUAL RENT PAYMENTS	**1,153,724**	**176,547**	**273,221**	**615,931**	**550,919**	**564,974**	**712,324**	**543,248**	**543,670**	**558,977**	**558,486**	**807,897**	**609,657**	**854,668**	**1,008,181**	**517,083**	**1,201,819**	**1,206,723**	**1,207,238**	**1,405,505**	**1,392,625**	**1,524,861**	**950,000**	**1,300,000**	**1,133,441**	**21,371,720**

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. A $175,000 credit was applied in December 2020 for a portion of the rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City.

ITEM # 13-0649

CITY OF SANTA FE
AMENDMENT # 1 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on the "Effective Date" of the Amendment #1 to the Ground Lease as defined below.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The Non-profit subleased certain premises which included lease parcels G, M-6 and M-8 (the "Development Parcels") to Railyard Company, LLC under the "Ground Lease". The City wishes the non-profit to terminate the portion of the Ground Lease with the Railyard Company, LLC encompassing the Development Parcels.

C. The City wishes to provide a credit to the Non-profit for the equivalent amount of the rent the Non-profit was receiving from the Railyard Company, LLC under the Ground Lease for the Development Parcels.

D. After the portion of the Ground Lease encompassing the Development Parcels is terminated, the City wishes the Non-profit to sublease the Development Parcels to a subtenant.

E. The City agrees to construct the uncompleted portion of Alcaldesa Street between Market Street and Camino de la Familia.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

CITY CLERK RECORDED 07/26/13

1. Add the following as Section 4.01.3:

"4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company, LLC for the Development Parcels. This offset is a credit, not a deferral which would require the Non-profit to repay the City in the future. The credit shall be calculated on the following basis:

Component	Amount	Period
Base Rent	$4,830.99 per month	Effective Date through 9/30/12
CAM Rent	$483.08 per month	Effective Date through 9/30/12
TOTAL	**$5,314.07 per month**	
Base Rent	$7,066.12 per month	10/1/12 -- until Development Parcels are leased and rent bearing
CAM Rent	$706.61 per month	10/1/12 – until Development Parcels are leased and rent bearing
TOTAL	**$7,772.73 per month**	

The amount of the credit shall be calculated on a monthly basis as earned and applied against the next payment of rent due from the Non-profit to the City for the debt service ("Rent").

The credit shall cease to be applied to the Rent owed by the Non-profit to the City when the Non-profit has subleased the Development Parcels to a third party who is paying the Non-profit rent equal to or greater than the amounts specified above. If the Non-profit subleases the Development Parcels or any of them for an amount less than the amount of the applicable credit set out above, the credit shall be reduced by the rent received by the Non-profit.

If the Development Parcels have not been subleased by the Non-profit by October 1, 2017, the amount of the credit to be applied by the City to the Non-profit Rent paid to the City shall be adjusted pursuant to the terms of the Railyard Company, LLC's sublease dated October 1, 2007.

SFC CLERK RECORDED 07/29/2013

2. Add the following as subparagraph (c) to Section 5.06 of the Agreement:

"(c) Completion of the street, curb, gutter, sidewalk, lighting, signage, and planters for the uncompleted section of Alcaldesa Street between Market Street and Camino de la Familia. The completion of these improvements shall occur concurrent with the development of Parcel G by a third party."

3. For purposes of more specifically defining the underground parking garage which is excluded from the definition of the Leased Premises, it is agreed that the upper horizontal boundary of the underground parking garage mentioned in Section 2.01 of the Agreement is as set out on Exhibit A to this Amendment, which description shall be incorporated into Exhibit A to the Agreement as the fourth page thereof.

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 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____
Its President
CRS #02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

Yolanda Vigil, City Clerk

May 18, 2012

Approved as to form:

Geno Zamora, City Attorney

Approved as to form:

Dr. Melville Morgan, Finance Director

SFC CLERK RECORDED 07/18/2012

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 18, 2012 by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Notary Public

My commission expires: 6/14/15

OFFICIAL SEAL
Carla A. Pogemiller
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 14, 2012, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires: 5-24-15

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-15

SFC CLERK RECORDED 07/18/2013

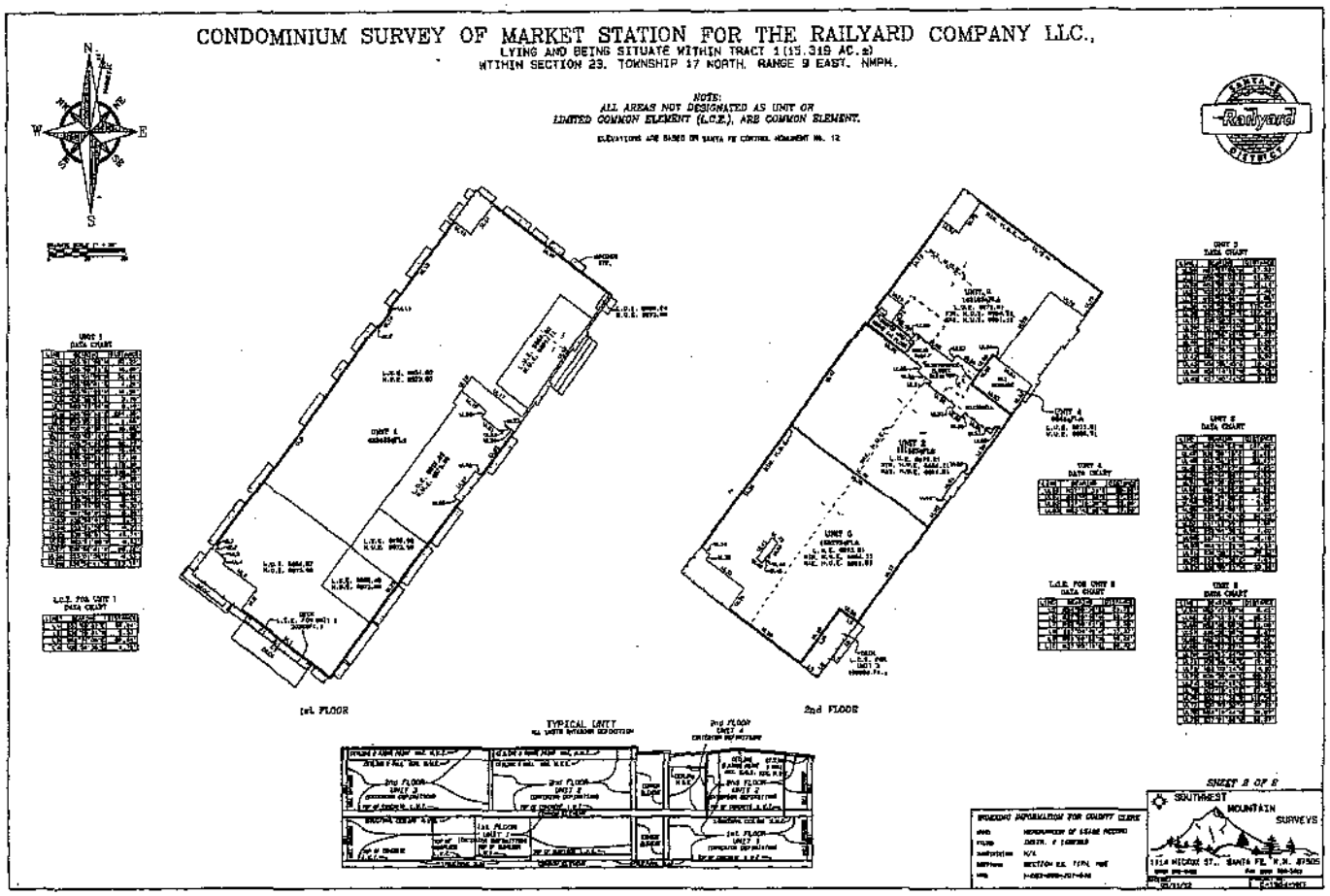
COUNTY OF SANTA FE) AMENDMENT
STATE OF NEW MEXICO) ss PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:04 AM And Was Duly Recorded as Instrument # 1712349 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

Exhibit A
Leasehold Premises
Page 4



SFC CLERK RECORDED 07/18/2013

ITEM # 13-0186

CITY OF SANTA FE
AMENDMENT # 2 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on April 30, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to extend the Term of the Agreement from June 30, 2027 to June 30, 2029 in order to provide adequate time for the Non-profit to repay the deferrals.

D. The City wishes to Amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include the elevator structure providing access to the City-owned underground parking garage and increase the parking area South of Paseo de Peralta to include what was previously private parking for a residential building that was not constructed. This area shall become paid common parking.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Delete in its entirety the first sentence of Section 3.01 entitled "Term" and replace with the following:

   "3.01 Term – The term of the Agreement shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on June 30, 2029 unless the term is extended pursuant to this Agreement."

2. Delete in its entirety the Exhibit B – Rent Schedule dated March 16, 2011 and replace with the enclosed Exhibit B – Rent Schedule dated April 30, 2013.

SFC CLERK RECORDED 05/21/2013

3. Delete in its entirety the Exhibit C, Maintenance Responsibilities, and replace with the enclosed Exhibit C dated April 30, 2013.

Except as specifically provided in this Amendment #2, 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 #2 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By Ymeed G. Meyer
Its Vice President
CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By
David Coss, Mayor

Attest:

Yolanda Y. Vigil
Yolanda Vigil, City Clerk 3-27-13

Approved as to form:

Geno Zamora, City Attorney 3/7/13

Approved as to form:

Theresa Garcia, Assistant
~~Dr. Melville Morgan,~~ Finance Director

SFC CLERK RECORDED 04/12/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 29, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on April 2, 2013, by Donald G Meyer, the Vice-President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

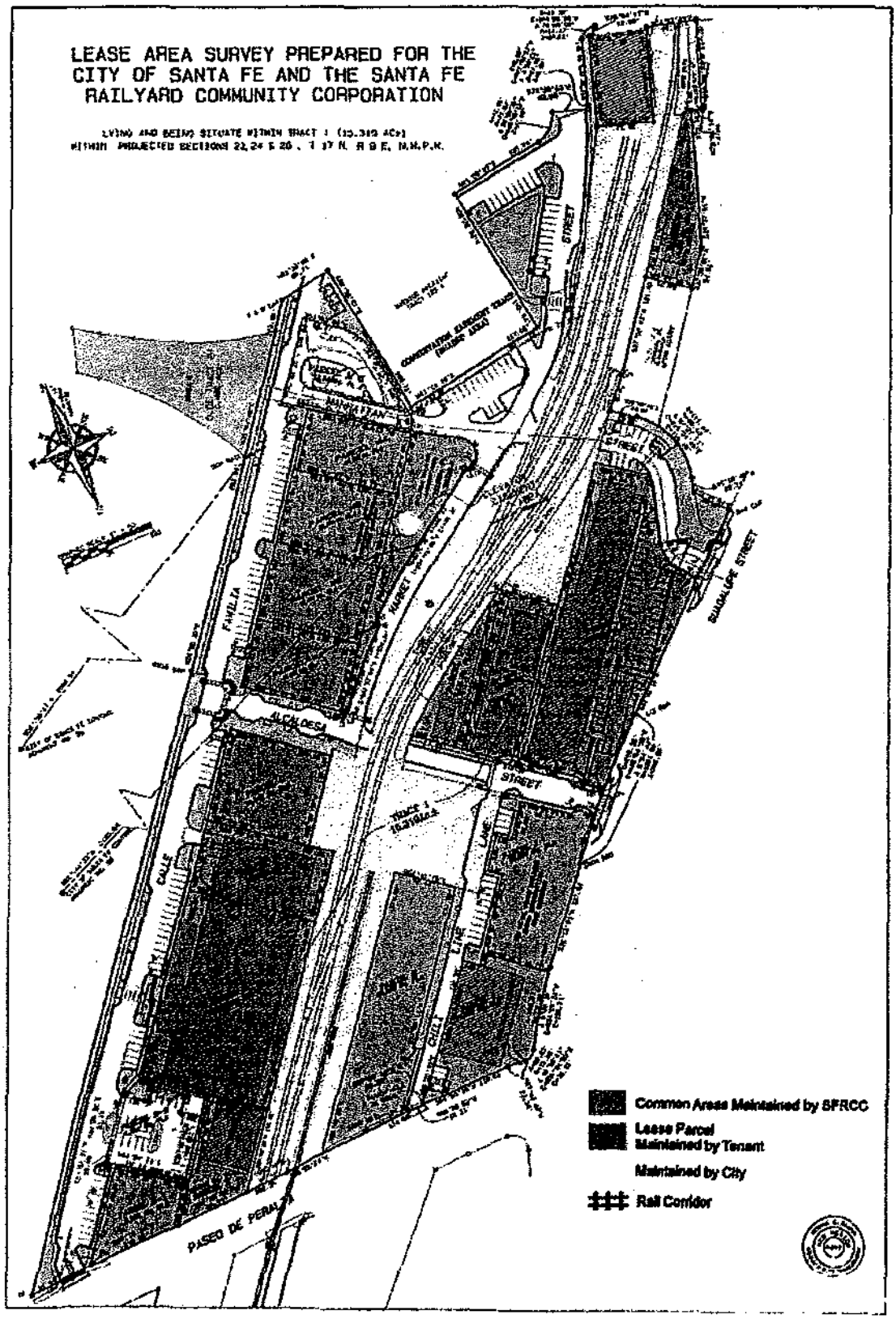
Notary Public

My commission expires:

SFC CLERK RECORDED 04/19/2013

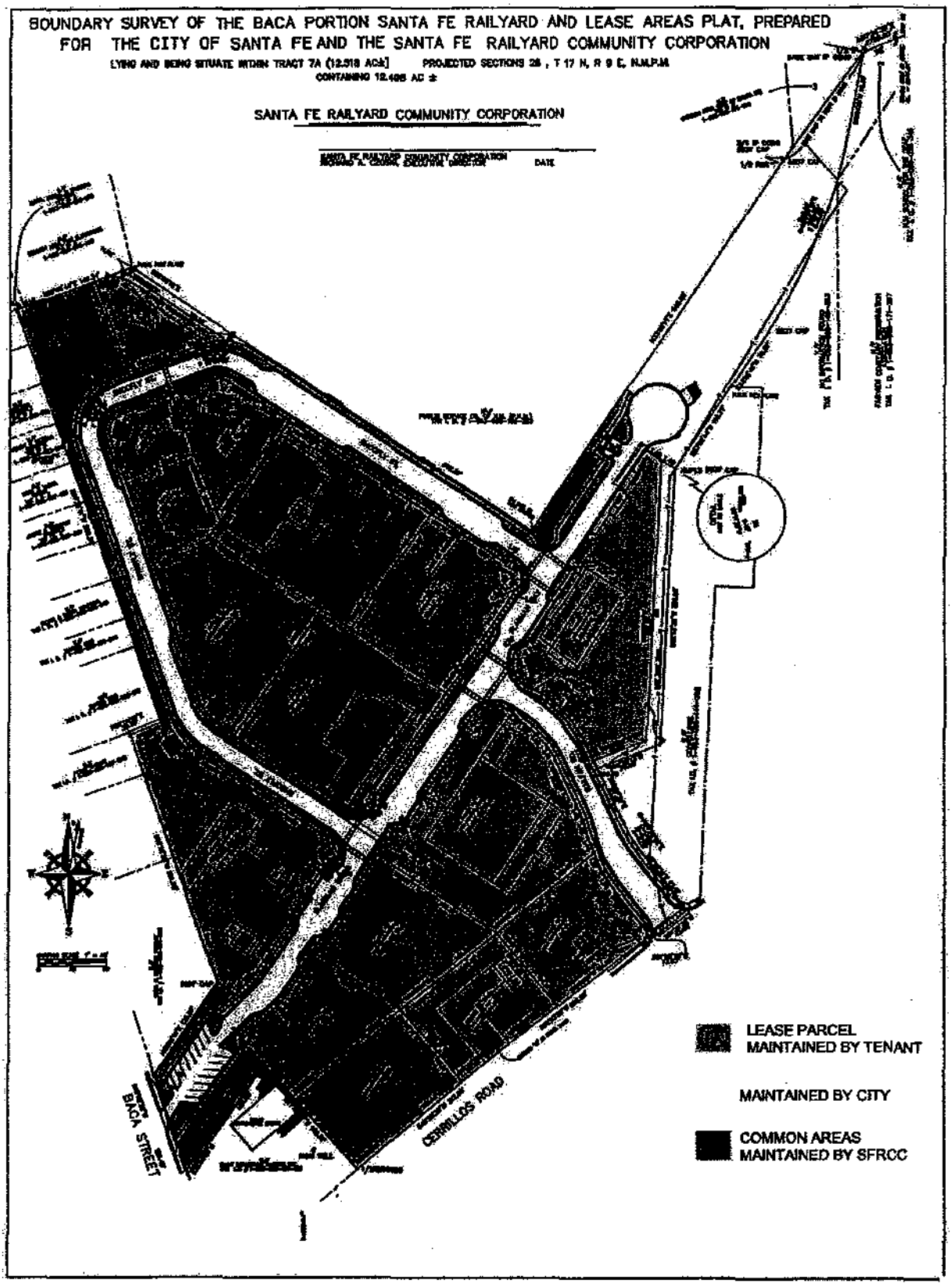
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/12/2013



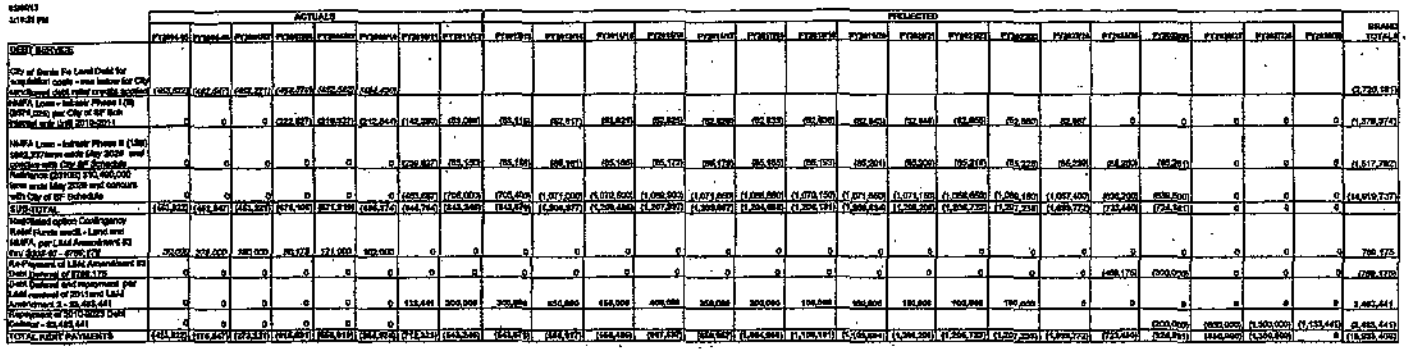
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 11/12/2012



SFC CLERK RECORDED 07/19/2011

Exhibit B - Rent Schedule - April 30, 2013



	ACTUALS								PROJECTED																
	FY2004-05	FY2005-06	FY2006-07	FY2007-08	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	GRAND TOTAL
DEBT SERVICES																									
City of Santa Fe Land Debt for acquisition costs - less Indirect for City enrollment debt relief credits applied	(463,472)	(467,647)	(465,371)	(469,219)	(462,563)	(464,420)																			(2,792,691)
NMFA Loans - Indirect Phase I (09) (2014 zero per City of SF sub principal until 2018-2021	0	0	0	(222,827)	(219,231)	(212,844)	(142,280)	(53,094)	(55,518)	(57,517)	(55,625)	(55,625)	(52,625)	(55,250)	(52,845)	(52,845)	(52,845)	(52,867)	(52,867)	0	0	0	0	0	(1,378,974)
NMFA Loan - Indirect Phase II (10) $662,377 from costs May 2009 and complies with City SF Schedule	0	0	0	0	0	0	(239,827)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,218)	(55,223)	(55,238)	(54,238)	(55,261)	0	0	0	(1,617,782)
Additional ($310K) $10,400,000 from costs May 2009 and concurs with City of SF Schedule	0	0	0	0	0	0	(400,687)	(705,000)	(705,450)	(1,071,200)	(1,012,600)	(1,099,900)	(1,073,600)	(1,068,800)	(1,073,150)	(1,071,400)	(1,071,100)	(1,068,450)	(1,068,150)	(1,057,400)	(936,200)	(636,500)	0	0	0	(14,619,737)
SUB-TOTAL	(463,472)	(467,647)	(465,371)	(692,046)	(681,794)	(677,264)	(782,774)	(813,287)	(815,161)	(1,183,910)	(1,123,418)	(1,210,718)	(1,181,418)	(1,179,243)	(1,181,188)	(1,179,438)	(1,179,138)	(1,176,510)	(1,176,235)	(1,165,623)	(1,044,438)	(734,738)	0	0	0	
Modified option Contingency Relief (funds credit - Land and NMFA, per Last Amendment #2 thru 2015-07 - $795,175)	793,032	378,000	380,000	80,173	121,000	302,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	795,175
Re-Payment of LBA Amendment #2 Debt (amount of $795,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(459,175)	(300,000)	0	0	0	(759,175)
Debt Deferred and repayment per Land revised of 2013 and Last Amendment 2 - $3,465,441	0	0	0	0	0	0	113,441	300,000	300,000	650,000	650,000	400,000	300,000	300,000	100,000	100,000	100,000	100,000	100,000	0	0	0	0	0	0	3,465,441
Repayment of $310-2025 Debt Forbear - $3,465,441	0	0	0	0	0	0																(300,000)	(600,000)	(1,500,000)	(1,133,441)	(3,465,441)
TOTAL RENT PAYMENTS	(463,472)	(116,647)	(273,371)	(612,873)	(560,819)	(374,264)	(782,774)	(513,287)	(515,161)	(533,910)	(473,418)	(560,718)	(881,418)	(879,243)	(1,081,188)	(1,079,438)	(1,079,138)	(1,076,510)	(1,076,235)	(1,165,623)	(1,044,438)	(734,738)	(600,000)	(1,500,000)	(1,133,441)	(16,933,409)

Reserve Commercial Lease and Management Agreement Amendment #2 January 2013 Amendment 2 Exhibit B 0 6 13.xls

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT NO. 2
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:03 AM
And Was Duly Recorded as Instrument # 1712348
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 07/18/2013

ITEM # 13-0521

CITY OF SANTA FE
AMENDMENT # 3 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 and Amendment #2 dated April 30, 2013 (hereinafter collectively referred to as the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on May 31, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to provide a mechanism for providing up to four hours parking at for patrons of the new cinema to be constructed in the Railyard to be paid for by the Non-profit in the future.

C. The City wishes to establish a parking rate for cinema patrons and a mechanism for the Non-profit to repay the City for cinema patron parking.

D. The Non-profit wishes to repay the City for the Rent Credits provided by the City for the Cinema Parcel ("Parcel G") from May, 2012 to the date the cinema parcels become rent bearing in accordance with a an agreed upon repayment schedule.

E. The City wishes to extend the Term of the Agreement to provide adequate time for the Non-profit to repay the payment deferrals granted to the Non-profit.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 6.16 of the Agreement:

"6.16 **Cinema Parking**. The City shall provide parking for up to four (4) continuous hours (no in-and-out privileges) for cinema patrons attending performances at the cinema to be constructed on Parcel G in the Railyard (hereinafter referred to as "Cinema Parking") under the following conditions to be paid for by the Non-profit in the future:

SFC CLERK RECORDED 07/25/2013

A. The four continuous hours of Cinema Parking shall be located in the Railyard underground parking garage; no surface parking will be provided under this Amendment.

B. On behalf of the cinema patrons, the Non-profit shall pay the City at the rate of one dollar ($1.00) per hour for up to four dollars ($4.00) for four (4) hours continuous parking. Any time in the garage in excess of four (4) hours shall be paid to the City by the cinema patrons themselves.

C. The total amount of Cinema Parking shall be calculated, in accordance with paragraph B. above, annually by: (i) the SFRCC and the Cinema owner providing to the City a statement or other evidence of the number of parking tickets that it validated for Cinema Parking for each calendar year and (ii) the City comparing the number of Cinema Parking tickets validated by the Cinema owner to the actual amount of Cinema Parking utilized as verified by the City's records. By January 15th of each year, SFRCC, on behalf of the Cinema owner, and the City will jointly issue a statement of the total amount of Cinema Parking hours times the rate per hour for the prior calendar year.

D. No later than January 15, 2030, the Non-Profit shall begin to pay the City for all owed and accrued amounts of Cinema Parking calculated in accordance with this Section 6.16. The Non-Profit shall also make annual payments to the City for sums accruing under paragraph B after December 31, 2029, for as long as a cinema is in operation of Parcel G, in accordance with an agreed upon schedule of payments.

E. For purposes of this Amendment, a cinema is defined as a venue where members of the public attend screenings of movies projected on a vertical screen. If Parcel G is primarily utilized for a use other than a cinema, the parking provisions of this Section 6.16 shall be null and void.

F. The Non-profit can terminate the terms of this Section 6.16 at any time by providing thirty (30) days written notice to the City. However, terminating the provisions of this Section shall not relieve the Non-profit from its obligation to pay the City for Cinema Parking incurred prior to the effective date of termination."

2. Delete in its entirety the first paragraph of Section 3.01 entitled "Term" and replace with the following:

   A. 3.01 Term – The term of the Agreement, as amended, shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on January 15, 2030 unless the term is extended pursuant to the Agreement.

3. Delete in its entirety the first paragraph of Section 4.01.3 and replace with the following:

   A. "4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company,

SFC CLERK RECORDED 07/18/2013

LLC for the Development Parcels. This reduction is a credit which must be repaid by the Non-profit to the City in accordance with a repayment schedule to be agreed upon no later than March 1, 2029. The credit shall be calculated on the following basis:...

4. Except as specifically provided in this Amendment #3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SIGNATURES BEGIN ON NEXT PAGE

SFC CLERK RECORDED 07/18/2013

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____
Geno Zamora, City Attorney 5/7/13

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk CC Mtg 6/26/13

Approved as to form:

_____ 6/27/13
Mr. Marcos A. Tapia, Finance Director

CITY CLERK RECORDED 07/19/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 3, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

SFC CLERK RECORDED 07/18/2013

LEASE & MANAGEMENT AGREEMENT CHRONOLOGY

Amendment No. 1 allowed for sale of the El Museo Building and increased the terms of parcel leases to fifty (50) years with options for an additional forty (40) years. (9/29/04).

Amendment No. 2 added the 3.5 acres of Plaza and Alameda north of Paseo de Peralta to SFRCC as leasehold premises and obligated SFRCC to manage the Railyard Plaza and Alameda with city approval. (10/27/04)

Amendment No .3 removed facilities for ingress and egress to parking garage, revised the parking garage completion date to July 1, 2006 (from July 1, 2004). Additionally, the amendment restructured future SFRCC operating profit to retire debt instead of requiring payment of 50% annual excess revenue to the city. This amendment also provided SFRCC with financial relief by deferring property debt service payments and allowed for additional debt relief from the city. (04/27/05)

Amendment No. 4 extended the completion of the Underground Parking garage from July 1, 2006 to January 1, 2008 and continues to allow for reduction of the payment of the Railyard acquisition and infrastructure financing debt due to the loss of revenue from the City's delay in completing the underground parking garage. This amendment also allowed for deletion of the land deeded by the City to the Oddfellows and to add the land that was received from the Oddfellows. (05/10/06)

Amendment No. 5, Extended the completion date of the Railyard Parking Garage to March 31, 2008, clarified the status of existing sublease upon termination or expiration of the Lease and Management Agreement, revises the definition of the Leasehold Premises to recognize the hike/bike trail in the Baca Street Area and widening the Alameda in the north Railyard, and addresses the methodology to allow the City to remove Affordable Housing units from the Leasehold Premises. (12/12/07)

Amendment No. 6 acknowledged sale/ leaseback of improvements on Railyard Parcel M-1, M-2, M-3, M-4, and G. (12/12/07).

Amendment No. 7 Revise Completion Date for the Railyard Underground Parking Garage; Remove Rail Line Corridor from the Leasehold; Define SFRCC responsibilities for the Park, Plaza and Alameda on the Conservation Easement; and Adjust Boundary of Leasehold Premises of Parcel B.

Amendment No. 8 Was approved in order to remove from SFRCC's leasehold premises the portion of the infrastructure constructed by SFRCC on behalf of the City including roads, sidewalks, street lights, and other utilities. This action would allow SFRCC's auditors to remove this $12.8 million asset from its accounting books. The City has been adding the infrastructure assets to its books as work was completed. Therefore, both the City and SFRCC was carrying the asset on their books.

SFC CLERK RECEIVED 07/18/2014

Amendment No. 1 was approved by the Mayor and City Council to extend the terms of the Lease and Management Agreement to June 30, 2027.

Amendment No. 2 was approved in March 2013 by the Mayor and City Council to increase the deferral amount for SFRCC.

The City Attorney approved Lease and Management Agreement Amendment No. 3 (See Attachment).

RECOMMENDED ACTION:

Please review and recommend to the Public Works Committee and City Council approval of the Railyard Lease and Management Agreement Amendment No. 3.

Attachments:
SFRCC Cover Letter
Lease and Management Agreement Amendment #3

SFC CLERK RECORDED 07/12/2013

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

May 7, 2013

Robert M. Siqueiros
Railyard Project Administrator
City of Santa Fe
PO Box 909
120 South Federal Place
Santa Fe, NM 87504-0909

Dear Bob,

After a rigorous RFP process, the Santa Fe Railyard Community Corporation ("SFRCC") has selected a cinema operator/developer for the Railyard. The successful bidder and the three others who submitted proposals required four (4) hours of free parking for their customers.

SFRCC is requesting that the Lease and Management Agreement be amended to allow SFRCC to meet this parking requirement under the following conditions:

- A cinema customer would receive a parking stub with the time they entered the underground parking garage. The customer would proceed to purchase a cinema ticket and have their parking stub endorsed by the cinema cashier. Each ticket would be endorsed for four (4) hours. Any time over 4 hours would be paid by the customer. This request involves garage parking only. No surface parking is included.

- The City will maintain records of the cinema parking through electronic means. By March 31 of each calendar year, the City will provide an accounting of the actual amount of free parking granted to cinema customers at the rate of $1.00 per hour up to a maximum of $4.00 per space. The City and SFRCC will agree on the amount and document it for future payment.

- Commencing in 2029, SFRCC shall repay the City for all actual cinema parking utilized. The annual amount to be paid to the City will be determined in early 2029 to pay the City for parking utilized from the opening of the cinema (anticipated to be the fourth quarter of 2014) to 2029.

- If the land parcel ceases to be used for a cinema, the agreement for free customer parking would be null and void.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyard.org

RECORDED 05/13/2013

– The amendment also includes a one-year extension of the term of the Lease and Management Agreement to provide for the first year of repayment for the parking.

Please see enclosed the draft of the Third Amendment to the Lease and Management Agreement for your review and approval. Please advise if you need additional information.

Thank you.

Sincerely,

Richard A. Czoski, CCIM, CPM
Executive Director

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT # 3
PAGES: 9

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:13:28 AM And Was Duly Recorded as Instrument # 1712344 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy
County Clerk, Santa Fe, NM

COUNTY CLERK RECORDED 07/18/2013

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

ITEM # 13-0980

CITY OF SANTA FE
AMENDMENT # 4 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on June1, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City leases premises which are part of the Leasehold Premises, Tract O, located at 410 South Guadalupe Street in Santa Fe, New Mexico and are comprised of land and the historic Depot building pursuant to that certain lease dated May 9, 2011, as amended by Amendments No. 1 dated July 31, 2012, and Amendment No. 2 dated June 1 ,2013, by and between the City of Santa Fe as Tenant and Santa Fe Railyard Community Corporation as Lessor (the "Depot Sublease").

C. The parties wish to provide a credit against the Rent owed by the Non-profit to the City under the Amended and Restated Lease and Management Agreement which is equal to the rent the City owes the Non-profit pursuant to the Depot Sublease referenced in B, above.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 4.01.4 of the Agreement:

> "4.01.4 In addition to the Rent Credit provided by Section 4.01.3 of Amendment #1 to the Amended and Restated Lease and Management Agreement, commencing on June 1, 2013 and continuing until the Depot Sublease by and between the Non-profit and the City for premises located at 410 South Guadalupe Street expires or is terminated, the City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligations to the City under the Railyard Lease and Management Agreement, as amended, as follows:

SFC CLERK RECORDED 10/17/2013

The City shall reduce the Fair Value Compensation owed by the Non-profit, as specified in Section 4.01.2, by the equivalent amount of Base Rent and Common Area Maintenance costs the Non-profit would have received from the City pursuant to the Depot Sublease. This Rent Credit shall be calculated on the following basis:

Component		**Amount**	**Period**
Base Rent		$ 2,789.12	6/01/13 to 12/31/13
CAM Rent		$ 250.16	6/01/13 to 12/31/13
	TOTAL	$ 3,039.28	

After 12/31/13, the Base Rent and CAM rent will be adjusted pursuant to the terms of the Depot Sublease."

2. Delete Exhibit B-Rent Schedule dated April 30, 2013 to Amendment #2 in its entirety. Insert new Exhibit B-Rent Schedule dated June 1, 2013.

Except as specifically provided in this Amendment #4, the Amended and Restated Lease and Management Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

Approved as to form:

_____
Geno Zamora, City Attorney 8/5/13

Approved as to form:

_____
Mr. Marcos A. Tapia, Finance Director 9/27/13

SFC CLERK RECORDED 10/17/2013

M:\Irene\Agreements\Amendment #4 SFRCC 9 19 13.doc

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires: September 8, 2016

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 7, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires:
February 13, 2016

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-13-2016

SFC CLERK RECORDED 10/17/2013

AMENDMENT

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2013 at 09:25:43 AM And Was Duly Recorded as Instrument # 1720837 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

Exhibit B - Rent Schedule - June 1, 2013

10/22/13
2:39:32 PM

	ACTUALS								PROJECTED																	GRAND
	FY2004-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	TOTALS
DEBT SERVICE																										
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(453,822)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																				(2,720,181)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	52,867	0	0	0	0	0	(1,378,374)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,687)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,737)
SUB-TOTAL	**(453,822)**	**(452,547)**	**(453,221)**	**(676,106)**	**(671,919)**	**(666,974)**	**(845,764)**	**(843,248)**	**(843,670)**	**(1,208,977)**	**(1,208,486)**	**(1,207,897)**	**(1,209,657)**	**(1,204,668)**	**(1,208,181)**	**(1,209,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(724,861)**	**0**	**0**	**0**	
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	**133,441**	**300,000**	**300,000**	**650,000**	**650,000**	**400,000**	**350,000**	**200,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**0**	**0**	**0**	**0**	**0**	**0**	3,483,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0																(200,000)	(850,000)	(1,300,000)	(1,133,441)	(3,483,441)
TOTAL RENT PAYMENTS	**(423,822)**	**(176,547)**	**(273,221)**	**(615,931)**	**(550,919)**	**(564,974)**	**(712,323)**	**(543,248)**	**(543,670)**	**(558,977)**	**(558,486)**	**(807,897)**	**(859,657)**	**(1,004,668)**	**(1,108,181)**	**(1,109,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(924,861)**	**(850,000)**	**(1,300,000)**	**0**	(18,933,468)

NOTES

1. In addition to the deferrals specified above, the following credits should be applied to the Rent payable by the non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4.

ITEM # 15-1031e

CITY OF SANTA FE
AMENDMENT No. 5 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment No. 1 dated May 18, 2012, Amendment No. 2 dated April 30, 2013, and Amendment No. 3 dated May 31, 2013 and Amendment No. 4 dated June 1, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on September 10, 2015.

RECITALS:

WHEREAS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement; and

B. The parties wish to clarify that all subleases entered into by the Non-profit shall be assigned to the City when the Agreement expires.

AGREEMENT:

Pursuant to Section 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit hereby agree to amend the Agreement as follows:

1. Add a sentence (beginning "In the event of termination or expiration of this Agreement...") after the first sentence of Section 7.03 so that the Section reads in its entirety:

"**7.03 Assignment to the City** In the event of the occurrence of any Event of Default, or prior to any election by the Non-profit to opt out of this Agreement pursuant to section 7.02 each party shall have the right to give a written notice to the other party and any person known to a party to have a mortgage or similar interest in the Non-profit's leasehold, subject to the limitations set forth in this Agreement that, on the date specified in such notice which shall be at least 60 days following the date of the notice, all of the Non-profit's interest under this Agreement shall be assigned to the City unless on or before such date all arrears of rent and all other sums payable by Non-profit under this Agreement and all costs and expenses incurred by or on behalf of City hereunder shall have been paid by Non-profit and all other Events of Default at the time existing shall have been remedied to the satisfaction of City. In the event of termination or expiration of this Agreement, the Non-profit's interest under this Agreement shall automatically be transferred and assigned to the City. If the Non-profit's

interest hereunder is transferred and assigned to the City, that interest shall not merge with the City's fee ownership of the land to the extent that and for so long as the Non-profit's interest, and that of any sublessee from the Non-profit, at the time of transfer, was subject to any leasehold mortgage, pledge, assignment of rents and profits, or other security interest, and the City shall assume the Non-profit's position and obligations hereunder. To the extent the Non-profit's interest merges with the City's fee ownership, the City shall recognize all tenants under subleases with the Non-profit as its tenants and those tenants shall attorn to the City as landlord. The remedy provided in this section 7.03 is in lieu of termination but is not intended to preclude any other remedies, including termination of this Agreement and retaking of the Leasehold Premises, available to the City."

2. Agreement in Full Force. Except as specifically provided in this Amendment No. 5, all other terms and conditions of the Agreement remain unchanged and in full force and effect, in accordance with their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 as of the date set forth below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration #15-00097164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
OC mtg. 9/30/15

Approved as to Form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____
Oscar S. Rodriguez, Finance Director

CITY CLERK RECORDED 10/23/2015

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on October 16, 2015, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on October 21, 2015, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires:

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 10/23/2015

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENET NO. 5
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of October, 2015 at 11:21:46 AM And Was Duly Recorded as Instrument # 1777909 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

ITEM # 16-0023

CITY OF SANTA FE
AMENDMENT # 6 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, and Amendment #5 dated September 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on December 1, 2015.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include what was formerly known as "Parcel W" located at 705 Alarid Street. Parcel W was added to the Deed of Conservation Easement on November 3, 2014.

D. The parties wish to remove Parcel W, located at 705 Alarid Street, from the description of the Leasehold Premises.

E. The City wishes to add parcels A-3 and A-4 to the description of the Leasehold Premises.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"2.01 **Grant of Lease Premises** The City hereby enters into this Agreement with the Non-profit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation

Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from that garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No. 2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated December 1, 2015, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Exhibit B entitled "Rent Schedule" dated April 30, 2013 and replace with the enclosed Exhibit B entitled "Rent Schedule" dated December 1, 2015.

3. Delete in its entirety Exhibit C entitled "Maintenance Responsibilities" dated April 30, 2013 and replace with the enclosed Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015. Upon the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building, the maintenance of Parcel A-4 shall become the responsibility of the sublease tenant.

Except as specifically provided in this Amendment #6, 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 #6 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 15-00097164

City:

CITY OF SANTA FE

By _____
Javier Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
CC mtg. 1/13/16

Approved as to form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____ 1-20-2016
Oscar Rodriguez, Finance Director

COUNTY CLERK
SANTA FE COUNTY NEW MEXICO
GERALDINE SALAZAR

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 25TH Day Of January, 2016 at 12:05:30 PM
And Was Duly Recorded as Instrument # 1784759
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

SC CLERK RECORDED 01/25/2016

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on January 15, 2016, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4-23-18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

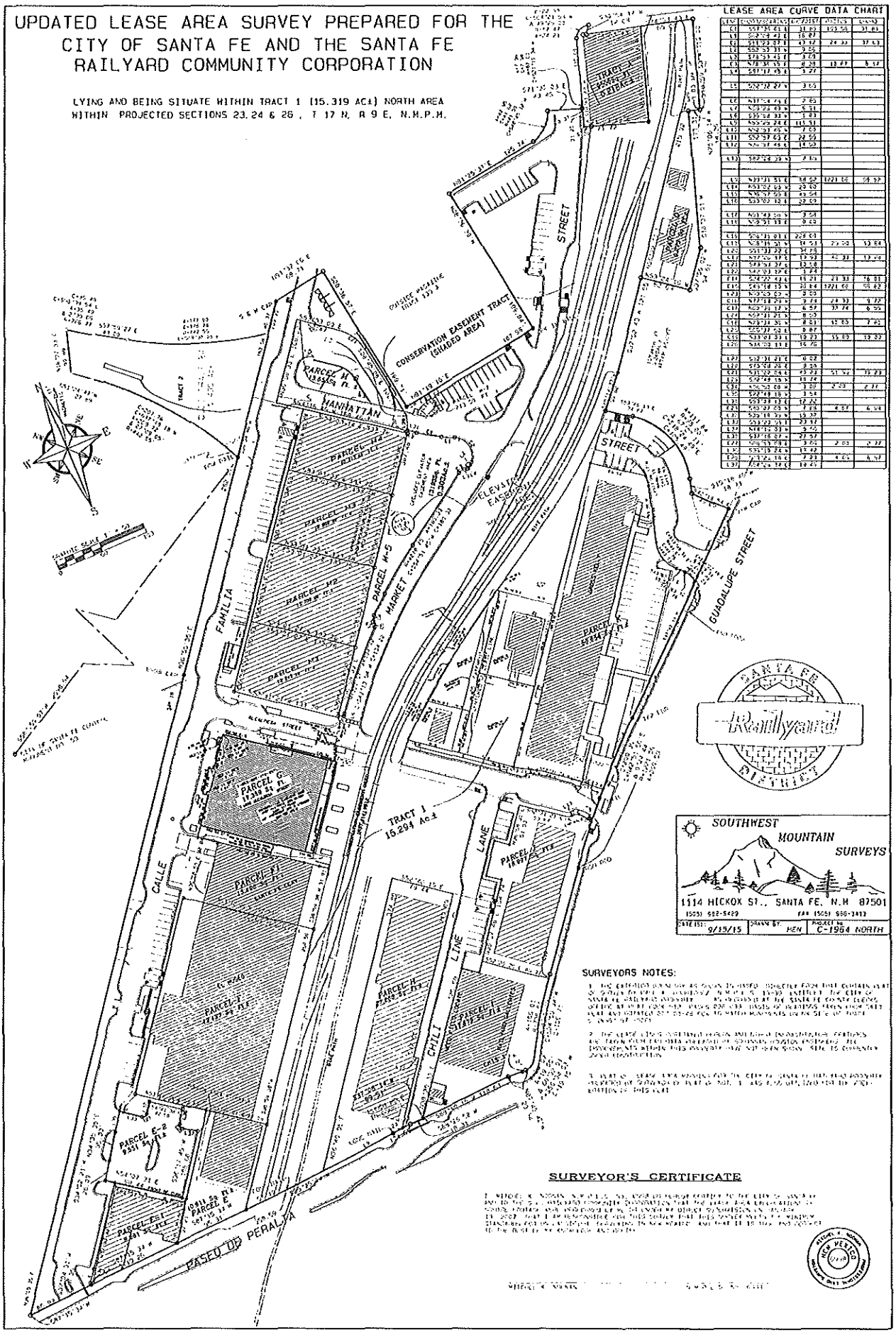
My commission expires:

CITY RECORDED 01/25/2016

OFFICIAL RECORDS OF SANTA FE COUNTY
01/25/2016 03:45:25 PM
Pages: 3

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.



LEASE AREA CURVE DATA CHART

CURVE	CURVE DATA	RADIUS	ARC LENGTH	CHORD
C1	S53°36'41"E	31.83	103.56	31.83
C2	S18°08'48"E	15.83		
C3	S11°22'07"E	43.17	24.33	37.63
L1	S52°53'31"W	9.56		
L2	S35°54'33"E	1.83		
L3	S78°53'45"E	3.19		
L4	N78°36'15"E	6.29	13.83	5.17
L5	S81°12'45"E	5.27		
L6	S52°32'27"E	3.65		
L7	N31°54'44"E	2.85		
L8	N53°24'45"W	6.31		
L9	S35°54'33"E	11.83		
L10	S55°25'24"E	111.31		
L11	N52°37'45"W	7.03		
L12	S52°37'45"E	22.55		
L13	N36°37'45"W	14.50		
L14	S82°24'28"W	2.85		
L15	N37°31'51"E	18.52	1021.56	58.32
L16	N53°02'45"W	29.00		
L17	N35°57'55"E	49.54		
L18	S53°02'15"E	32.09		
L19	N53°45'45"W	3.58		
L20	N29°31'15"E	9.00		
L21	S36°31'01"E	228.61		
L22	N58°19'51"E	14.51	23.00	13.84
L23	S51°32'22"E	34.75		
L24	S47°04'15"E	13.93	42.33	13.46
L25	S29°51'37"E	13.58		
L26	S42°03'32"E	3.44		
L27	S24°22'41"E	15.21	21.33	16.81
L28	S40°18'15"E	33.84	1021.56	58.62
L29	N53°05'53"W	9.59		
L30	N37°18'27"E	3.74	24.33	4.27
L31	N53°31'17"W	6.57	33.74	6.55
L32	S29°51'37"E	8.00		
L33	N29°51'37"W	8.00		
L34	N53°31'37"W	8.51	15.65	7.45
L35	S35°31'23"W	0.87		
L36	N31°01'31"E	19.23	15.65	13.37
L37	N58°03'31"E	14.76		
L38	S32°31'21"E	0.62		
L39	S13°53'28"E	9.55		
L40	S31°02'54"E	27.37	51.94	19.23
L41	S72°49'15"E	13.74		
L42	S76°53'08"W	3.80	2.83	2.31
L43	S72°49'15"E	3.56		
L44	S53°31'37"E	12.26		
L45	S40°37'05"E	7.18	4.87	4.54
L46	S36°18'32"W	15.10		
L47	S53°02'15"E	23.17		
L48	S44°12'31"W	5.42		
L49	S37°18'27"E	22.37		
L50	S36°55'33"W	3.05	2.83	2.31
L51	S53°19'24"E	12.49		
L52	S72°49'15"E	7.23	4.87	4.54
L53	S17°54'38"E	19.45		

SURVEYORS NOTES:

1. [illegible]

2. [illegible]

3. [illegible]

SURVEYOR'S CERTIFICATE

I, [illegible]

SFC CLERK RECORDED 01/25/2018

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.M.

PASEO DE PERALTA

PARCEL A1
18,009 Sq. Ft.±

PARCEL A2
18,511 Sq. Ft.±

PARCEL A3
18,511 Sq. Ft.±

PARCEL B
41,240 Sq. Ft.±

CONSERVATION EASEMENT

TRACT 5
0.856AC±

PARCEL A3 BOUNDARY

L.INC	CHORD/BEARING	ARC/DIST	RADIUS	CHORD
1	N01°53'13" W	21.00'		
2	S87°04'57" W	11.06'		
3	N01°53'13" W	4.74'		
4	S87°04'57" W	12.00'		
5	S01°53'13" E	4.74'		
6	S87°04'57" W	12.00'		
7	N01°53'13" W	14.00'		
8	N87°04'57" E	12.00'		
9	N01°53'13" W	4.74'		
10	N87°04'57" E	12.00'		
11	S01°53'13" E	4.74'		
12	N87°04'57" E	11.06'		
13	S01°53'13" E	21.00'		

SOUTH RAILYARD BOUNDARY

L.ENC	BEARING	DISTANCE
L1	N/A	N/A
L2	N/A	N/A
L3	N/A	N/A
L4	N/A	N/A
L5	N/A	N/A
L6	N/A	N/A
L7	N/A	N/A
L8	N/A	N/A
L9	N/A	N/A
L10	N/A	N/A
L11	N/A	N/A
L12	N/A	N/A

LEGEND:

- EXTERIOR BOUNDARY
- MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- OVERHEAD WIRES

SURVEYORS NOTES:

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY MARL A. RODRIGUEZ N.M.P.L.S. 13609, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY" AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AS PLAT BOOK 512, PAGES 038-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 00°-06'-48" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5. (R&B: "S" =000)

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE BEEN SHOWN UNLESS OTHERWISE NOTED

3. PLAT OF "LEASE AREA MAPPING 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, MICHAEL R. NORMAN, N.M.P.L.S. 14, AM ABOVE DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES HERE SHOWN WERE BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 20, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNADJUSTED SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL R. NORMAN, N.M.P.L.S. NO. 14

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501

DATE: 08/20/15 | DRAWN BY: MRN | CUSTOM S. LEASE

SFC CLERK RECORDED 01/25/2016

UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N. R 9 E. N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. "ZIGGY" CZIGLER, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES

1. BASIS OF BEARINGS: GRID BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY BY 0.999670.

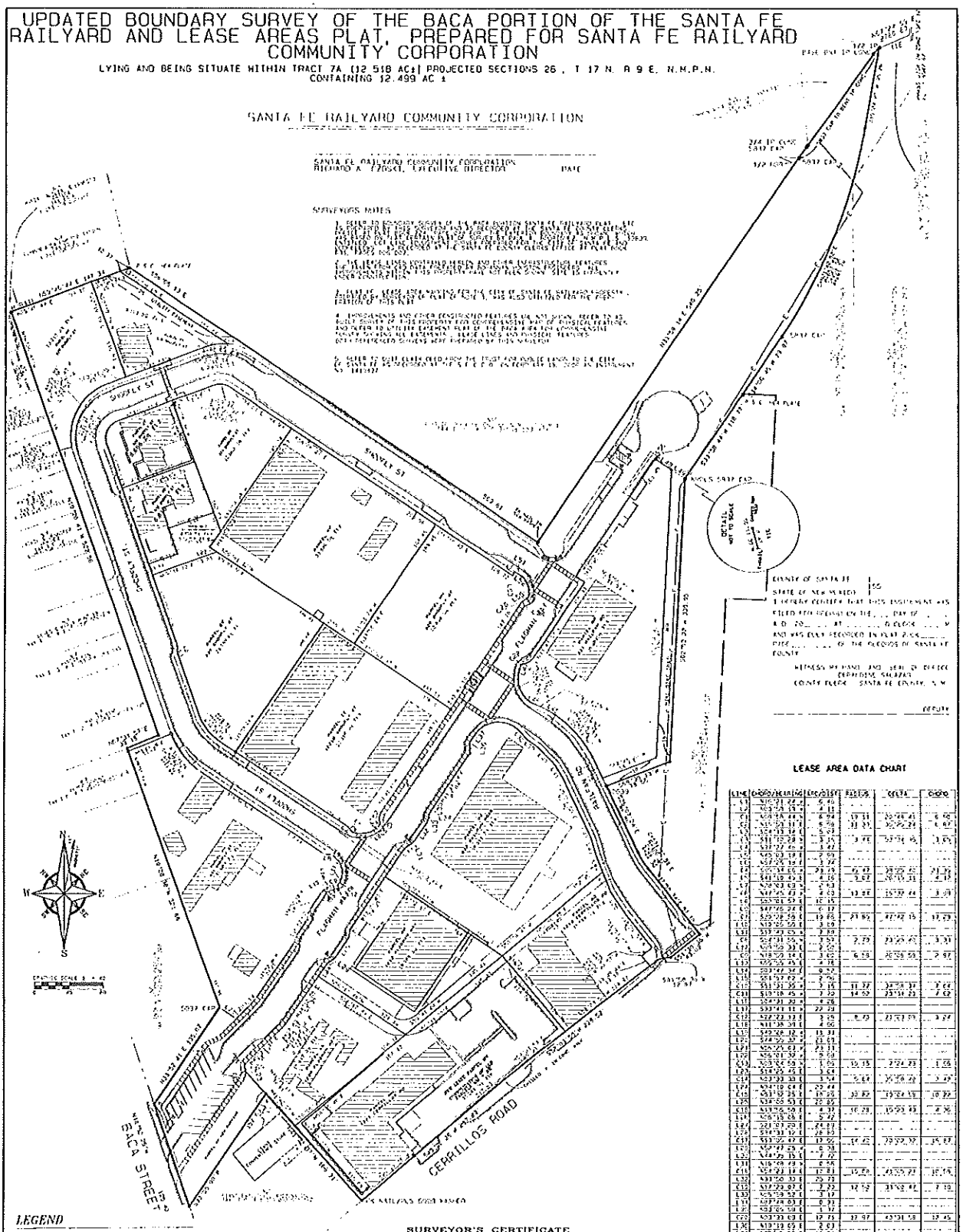
2. THE LOCATIONS SHOWN HEREON ARE BASED ON FIELD SURVEY PERFORMED BY SOUTHWEST MOUNTAIN SURVEYS.

3. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

4. IMPROVEMENTS AND OTHER FEATURES ARE NOT SHOWN HEREON IN ORDER TO BE CLEAR AS TO THE PROPERTY LINES CONFIGURATION. FOR INFORMATION REGARDING IMPROVEMENTS AND OTHER FEATURES, REFER TO EXISTING SURVEY PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION AND/OR TO EXISTING EASEMENT PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION.

5. SOME OF THE EASEMENTS AND LEASE AREAS SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

6. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.



COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ... DAY OF ... A.D. 20... AT ... O'CLOCK ... M. AND WAS DULY RECORDED IN PLAT BOOK ... PAGE ... OF THE RECORDS OF SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
DEPUTY
COUNTY CLERK, SANTA FE COUNTY, N.M.

LEASE AREA DATA CHART

LINE	BEARING/ANGLE	DIST	RADIUS	DELTA	CHORD
L1	N16°11'22"W	6.46			
L2	N03°49'15"E	8.11			
C1	N43°54'11"E	8.94	10.00	51°14'47"	8.65
L3	N69°31'46"E	8.78	10.00	50°19'24"	8.50
L4	S37°07'46"E	5.93			
L5	S51°10'29"W	5.35	3.95	77°34'16"	4.95
L6	S37°07'46"E	5.42			
L7	N51°10'29"E	2.91			
L8	S67°05'14"E	3.74			
C2	S22°54'46"W	23.19	15.00	88°35'22"	20.94
C3	S61°18'23"E	4.18	3.95	60°38'38"	3.99
L9	N39°03'53"E	2.63			
C4	N61°45'47"E	2.63	10.00	15°04'44"	2.62
L10	S51°10'29"W	12.45			
L11	S61°18'23"E	6.17			
C5	S25°28'26"E	19.85	87.00	13°04'15"	19.80
C6	N33°05'03"E	3.69			
C7	N33°05'03"E	3.69			
C8	S61°18'23"E	3.93	2.79	80°41'41"	3.61
L12	N51°10'29"E	2.00			
C9	N18°57'39"W	3.60	6.58	31°22'59"	3.55
L13	N06°56'19"E	4.78			
L14	S83°47'34"E	9.42			
L15	N51°10'29"E	2.00			
C10	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C11	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L16	S51°10'29"W	4.06			
L17	S38°49'31"E	4.00			
C12	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L18	N61°18'23"W	4.00			
L19	S38°49'31"E	13.31			
L20	S51°10'29"W	21.67			
L21	N06°56'19"E	23.31			
L22	N06°01'39"E	9.98			
L23	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C13	S19°18'45"E	3.64			
C14	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L24	N51°10'29"E	29.44			
C15	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L25	S38°55'55"E	22.85			
C16	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L26	N06°56'19"E	25.47			
L27	S83°03'41"E	24.67			
L28	S06°56'19"W	23.31			
C17	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L29	N38°49'31"W	2.38			
L30	N06°56'19"E	7.72			
L31	N38°49'31"W	8.55			
C18	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L32	S38°55'55"E	25.73			
C19	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L33	N51°10'29"E	2.17			
L34	S38°49'31"E	8.37			
L35	S51°10'29"W	2.17			
C20	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L36	N38°49'31"W	8.00			
L37	S51°10'29"W	19.74			
C21	N33°05'03"E	3.69			
C22	N33°05'03"E	3.69			
L38	N51°10'29"E	2.00			
C23	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C24	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L39	S51°10'29"W	4.06			
L40	S38°49'31"E	4.00			
C25	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L41	N61°18'23"W	4.00			
L42	S38°49'31"E	13.31			
L43	S51°10'29"W	21.67			
L44	N06°56'19"E	23.31			
L45	N06°01'39"E	9.98			
C26	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C27	S19°18'45"E	3.64			
C28	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L46	N51°10'29"E	29.44			
C29	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L47	S38°55'55"E	22.85			
C30	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L48	N06°56'19"E	25.47			
L49	S83°03'41"E	24.67			
L50	S06°56'19"W	23.31			
C31	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L51	N38°49'31"W	2.38			
L52	N06°56'19"E	7.72			
L53	N38°49'31"W	8.55			
C32	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L54	S38°55'55"E	25.73			
C33	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L55	N51°10'29"E	2.17			
L56	S38°49'31"E	8.37			
L57	S51°10'29"W	2.17			
C34	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L58	N38°49'31"W	8.00			
L59	S51°10'29"W	19.74			
C35	N33°05'03"E	3.69			
C36	N33°05'03"E	3.69			
L60	N51°10'29"E	2.00			
C37	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C38	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L61	S51°10'29"W	4.06			
L62	S38°49'31"E	4.00			
C39	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L63	N61°18'23"W	4.00			
L64	S38°49'31"E	13.31			
L65	S51°10'29"W	21.67			
L66	N06°56'19"E	23.31			
L67	N06°01'39"E	9.98			
C40	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C41	S19°18'45"E	3.64			
C42	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L68	N51°10'29"E	29.44			
C43	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L69	S38°55'55"E	22.85			
C44	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L70	N06°56'19"E	25.47			
L71	S83°03'41"E	24.67			
L72	S06°56'19"W	23.31			
C45	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L73	N38°49'31"W	2.38			
L74	N06°56'19"E	7.72			
L75	N38°49'31"W	8.55			
C46	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L76	S38°55'55"E	25.73			
C47	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L77	N51°10'29"E	2.17			
L78	S38°49'31"E	8.37			
L79	S51°10'29"W	2.17			
C48	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L80	N38°49'31"W	8.00			
L81	S51°10'29"W	19.74			
C49	N33°05'03"E	3.69			
C50	N33°05'03"E	3.69			
L82	N51°10'29"E	2.00			
C51	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C52	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L83	S51°10'29"W	4.06			
L84	S38°49'31"E	4.00			
C53	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L85	N61°18'23"W	4.00			
L86	S38°49'31"E	13.31			
L87	S51°10'29"W	21.67			
L88	N06°56'19"E	23.31			
L89	N06°01'39"E	9.98			
C54	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C55	S19°18'45"E	3.64			
C56	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L90	N51°10'29"E	29.44			
C57	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L91	S38°55'55"E	22.85			
C58	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L92	N06°56'19"E	25.47			
L93	S83°03'41"E	24.67			
L94	S06°56'19"W	23.31			
C59	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L95	N38°49'31"W	2.38			
L96	N06°56'19"E	7.72			
L97	N38°49'31"W	8.55			
C60	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L98	S38°55'55"E	25.73			
C61	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L99	N51°10'29"E	2.17			
L100	S38°49'31"E	8.37			
L101	S51°10'29"W	2.17			
C62	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L102	N38°49'31"W	8.00			
L103	S51°10'29"W	19.74			
C63	N33°05'03"E	3.69			
C64	N33°05'03"E	3.69			
L104	N51°10'29"E	2.00			
C65	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C66	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L105	S51°10'29"W	4.06			
L106	S38°49'31"E	4.00			
C67	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L107	N61°18'23"W	4.00			
L108	S38°49'31"E	13.31			
L109	S51°10'29"W	21.67			
L110	N06°56'19"E	23.31			
L111	N06°01'39"E	9.98			
C68	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C69	S19°18'45"E	3.64			
C70	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L112	N51°10'29"E	29.44			
C71	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L113	S38°55'55"E	22.85			
C72	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L114	N06°56'19"E	25.47			
L115	S83°03'41"E	24.67			
L116	S06°56'19"W	23.31			
C73	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L117	N38°49'31"W	2.38			
L118	N06°56'19"E	7.72			
L119	N38°49'31"W	8.55			
C74	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L120	S38°55'55"E	25.73			
C75	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L121	N51°10'29"E	2.17			
L122	S38°49'31"E	8.37			
L123	S51°10'29"W	2.17			
C76	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L124	N38°49'31"W	8.00			
L125	S51°10'29"W	19.74			
C77	N33°05'03"E	3.69			
C78	N33°05'03"E	3.69			
L126	N51°10'29"E	2.00			
C79	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C80	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L127	S51°10'29"W	4.06			
L128	S38°49'31"E	4.00			
C81	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L129	N61°18'23"W	4.00			
L130	S38°49'31"E	13.31			
L131	S51°10'29"W	21.67			
L132	N06°56'19"E	23.31			
L133	N06°01'39"E	9.98			
C82	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C83	S19°18'45"E	3.64			
C84	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L134	N51°10'29"E	29.44			
C85	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L135	S38°55'55"E	22.85			
C86	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L136	N06°56'19"E	25.47			
L137	S83°03'41"E	24.67			
L138	S06°56'19"W	23.31			
C87	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L139	N38°49'31"W	2.38			
L140	N06°56'19"E	7.72			
L141	N38°49'31"W	8.55			
C88	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L142	S38°55'55"E	25.73			
C89	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L143	N51°10'29"E	2.17			
L144	S38°49'31"E	8.37			
L145	S51°10'29"W	2.17			
C90	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L146	N38°49'31"W	8.00			
L147	S51°10'29"W	19.74			
C91	N33°05'03"E	3.69			
C92	N33°05'03"E	3.69			
L148	N51°10'29"E	2.00			
C93	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C94	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L149	S51°10'29"W	4.06			
L150	S38°49'31"E	4.00			
C95	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L151	N61°18'23"W	4.00			
L152	S38°49'31"E	13.31			
L153	S51°10'29"W	21.67			
L154	N06°56'19"E	23.31			
L155	N06°01'39"E	9.98			
C96	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C97	S19°18'45"E	3.64			
C98	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L156	N51°10'29"E	29.44			
C99	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L157	S38°55'55"E	22.85			
C100	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L158	N06°56'19"E	25.47			
L159	S83°03'41"E	24.67			
L160	S06°56'19"W	23.31			
C101	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L161	N38°49'31"W	2.38			
L162	N06°56'19"E	7.72			
L163	N38°49'31"W	8.55			
C102	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L164	S38°55'55"E	25.73			
C103	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L165	N51°10'29"E	2.17			
L166	S38°49'31"E	8.37			
L167	S51°10'29"W	2.17			
C104	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L168	N38°49'31"W	8.00			
L169	S51°10'29"W	19.74			
C105	N33°05'03"E	3.69			
C106	N33°05'03"E	3.69			
L170	N51°10'29"E	2.00			
C107	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C108	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L171	S51°10'29"W	4.06			
L172	S38°49'31"E	4.00			
C109	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L173	N61°18'23"W	4.00			
L174	S38°49'31"E	13.31			
L175	S51°10'29"W	21.67			
L176	N06°56'19"E	23.31			
L177	N06°01'39"E	9.98			
C110	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C111	S19°18'45"E	3.64			
C112	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L178	N51°10'29"E	29.44			
C113	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L179	S38°55'55"E	22.85			
C114	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L180	N06°56'19"E	25.47			
L181	S83°03'41"E	24.67			
L182	S06°56'19"W	23.31			
C115	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L183	N38°49'31"W	2.38			
L184	N06°56'19"E	7.72			
L185	N38°49'31"W	8.55			
C116	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L186	S38°55'55"E	25.73			
C117	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L187	N51°10'29"E	2.17			
L188	S38°49'31"E	8.37			
L189	S51°10'29"W	2.17			
C118	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L190	N38°49'31"W	8.00			
L191	S51°10'29"W	19.74			
C119	N33°05'03"E	3.69			
C120	N33°05'03"E	3.69			
L192	N51°10'29"E	2.00			
C121	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C122	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L193	S51°10'29"W	4.06			
L194	S38°49'31"E	4.00			
C123	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L195	N61°18'23"W	4.00			
L196	S38°49'31"E	13.31			
L197	S51°10'29"W	21.67			
L198	N06°56'19"E	23.31			
L199	N06°01'39"E	9.98			
C124	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C125	S19°18'45"E	3.64			
C126	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L200	N51°10'29"E	29.44			
C127	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L201	S38°55'55"E	22.85			
C128	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L202	N06°56'19"E	25.47			
L203	S83°03'41"E	24.67			
L204	S06°56'19"W	23.31			
C129	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L205	N38°49'31"W	2.38			
L206	N06°56'19"E	7.72			
L207	N38°49'31"W	8.55			
C130	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L208	S38°55'55"E	25.73			
C131	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L209	N51°10'29"E	2.17			
L210	S38°49'31"E	8.37			
L211	S51°10'29"W	2.17			
C132	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L212	N38°49'31"W	8.00			
L213	S51°10'29"W	19.74			
C133	N33°05'03"E	3.69			
C134	N33°05'03"E	3.69			
L214	N51°10'29"E	2.00			
C135	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C136	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L215	S51°10'29"W	4.06			
L216	S38°49'31"E	4.00			
C137	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L217	N61°18'23"W	4.00			
L218	S38°49'31"E	13.31			
L219	S51°10'29"W	21.67			
L220	N06°56'19"E	23.31			
L221	N06°01'39"E	9.98			
C138	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C139	S19°18'45"E	3.64			
C140	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L222	N51°10'29"E	29.44			
C141	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L223	S38°55'55"E	22.85			
C142	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L224	N06°56'19"E	25.47			
L225	S83°03'41"E	24.67			
L226	S06°56'19"W	23.31			
C143	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L227	N38°49'31"W	2.38			
L228	N06°56'19"E	7.72			
L229	N38°49'31"W	8.55			
C144	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L230	S38°55'55"E	25.73			
C145	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L231	N51°10'29"E	2.17			
L232	S38°49'31"E	8.37			
L233	S51°10'29"W	2.17			
C146	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L234	N38°49'31"W	8.00			
L235	S51°10'29"W	19.74			
C147	N33°05'03"E	3.69			
C148	N33°05'03"E	3.69			
L236	N51°10'29"E	2.00			
C149	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C150	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L237	S51°10'29"W	4.06			
L238	S38°49'31"E	4.00			
C151	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L239	N61°18'23"W	4.00			
L240	S38°49'31"E	13.31			
L241	S51°10'29"W	21.67			
L242	N06°56'19"E	23.31			
L243	N06°01'39"E	9.98			
C152	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C153	S19°18'45"E	3.64			
C154	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L244	N51°10'29"E	29.44			
C155	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L245	S38°55'55"E	22.85			
C156	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L246	N06°56'19"E	25.47			
L247	S83°03'41"E	24.67			
L248	S06°56'19"W	23.31			
C157	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L249	N38°49'31"W	2.38			
L250	N06°56'19"E	7.72			
L251	N38°49'31"W	8.55			
C158	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L252	S38°55'55"E	25.73			
C159	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L253	N51°10'29"E	2.17			
L254	S38°49'31"E	8.37			
L255	S51°10'29"W	2.17			
C160	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L256	N38°49'31"W	8.00			
L257	S51°10'29"W	19.74			
C161	N33°05'03"E	3.69			
C162	N33°05'03"E	3.69			
L258	N51°10'29"E	2.00			
C163	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C164	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L259	S51°10'29"W	4.06			
L260	S38°49'31"E	4.00			
C165	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L261	N61°18'23"W	4.00			
L262	S38°49'31"E	13.31			
L263	S51°10'29"W	21.67			
L264	N06°56'19"E	23.31			
L265	N06°01'39"E	9.98			
C166	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C167	S19°18'45"E	3.64			
C168	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L266	N51°10'29"E	29.44			
C169	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L267	S38°55'55"E	22.85			
C170	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L268	N06°56'19"E	25.47			
L269	S83°03'41"E	24.67			
L270	S06°56'19"W	23.31			
C171	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L271	N38°49'31"W	2.38			
L272	N06°56'19"E	7.72			
L273	N38°49'31"W	8.55			
C172	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L274	S38°55'55"E	25.73			
C173	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L275	N51°10'29"E	2.17			
L276	S38°49'31"E	8.37			
L277	S51°10'29"W	2.17			
C174	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L278	N38°49'31"W	8.00			
L279	S51°10'29"W	19.74			
C175	N33°05'03"E	3.69			
C176	N33°05'03"E	3.69			
L280	N51°10'29"E	2.00			
C177	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C178	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L281	S51°10'29"W	4.06			
L282	S38°49'31"E	4.00			
C179	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L283	N61°18'23"W	4.00			
L284	S38°49'31"E	13.31			
L285	S51°10'29"W	21.67			
L286	N06°56'19"E	23.31			
L287	N06°01'39"E	9.98			
C180	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C181	S19°18'45"E	3.64			
C182	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L288	N51°10'29"E	29.44			
C183	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L289	S38°55'55"E	22.85			
C184	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L290	N06°56'19"E	25.47			
L291	S83°03'41"E	24.67			
L292	S06°56'19"W	23.31			
C185	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L293	N38°49'31"W	2.38			
L294	N06°56'19"E	7.72			
L295	N38°49'31"W	8.55			
C186	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L296	S38°55'55"E	25.73			
C187	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L297	N51°10'29"E	2.17			
L298	S38°49'31"E	8.37			
L299	S51°10'29"W	2.17			
C188	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L300	N38°49'31"W	8.00			
L301	S51°10'29"W	19.74			
C189	N33°05'03"E	3.69			
C190	N33°05'03"E	3.69			
L302	N51°10'29"E	2.00			
C191	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C192	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L303	S51°10'29"W	4.06			
L304	S38°49'31"E	4.00			
C193	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L305	N61°18'23"W	4.00			

City of Santa Fe
NEWS RELEASE

Second Public Meeting on Short-Term Rentals

Opportunity To Provide Input On City Approach To Booming Rental Market

January 20, 2015

For Immediate Release

Contact: John Feins, TOURISM Santa Fe; jgfeins@santafenm.gov, (505) 955-6221

Santa Fe, NM – After a successful and well-attended public meeting on January 7th, the City of Santa Fe is holding a second meeting to give folks who could not make it the first time an opportunity to comment on the City's approach to the short term rental market.

A recent staff report to the Santa Fe City Council determined that in spite of a 350 permit limitation on short term rentals in the existing Short Term Rental Ordinance, there appear to be more than 1,000 in operation with 439 being offered through AirBnB alone.

Interested parties have the opportunity to provide feedback on the report, short term rentals in general, and the remedial solutions under consideration at an informal meeting on **Thursday, January 28 at 5:00pm** in the Peralta Room at The Santa Fe Community Convention Center.

This is the second in the series of public meetings, intended to give those who could not attend the first a chance to voice their concerns. Input received at the first meeting will be combined with input received at this one and reported to the City Council on February 10th.

###

SFC CLERK RECORDED 01/25/2016

Exhibit B - Rent Schedule - December 1, 2015

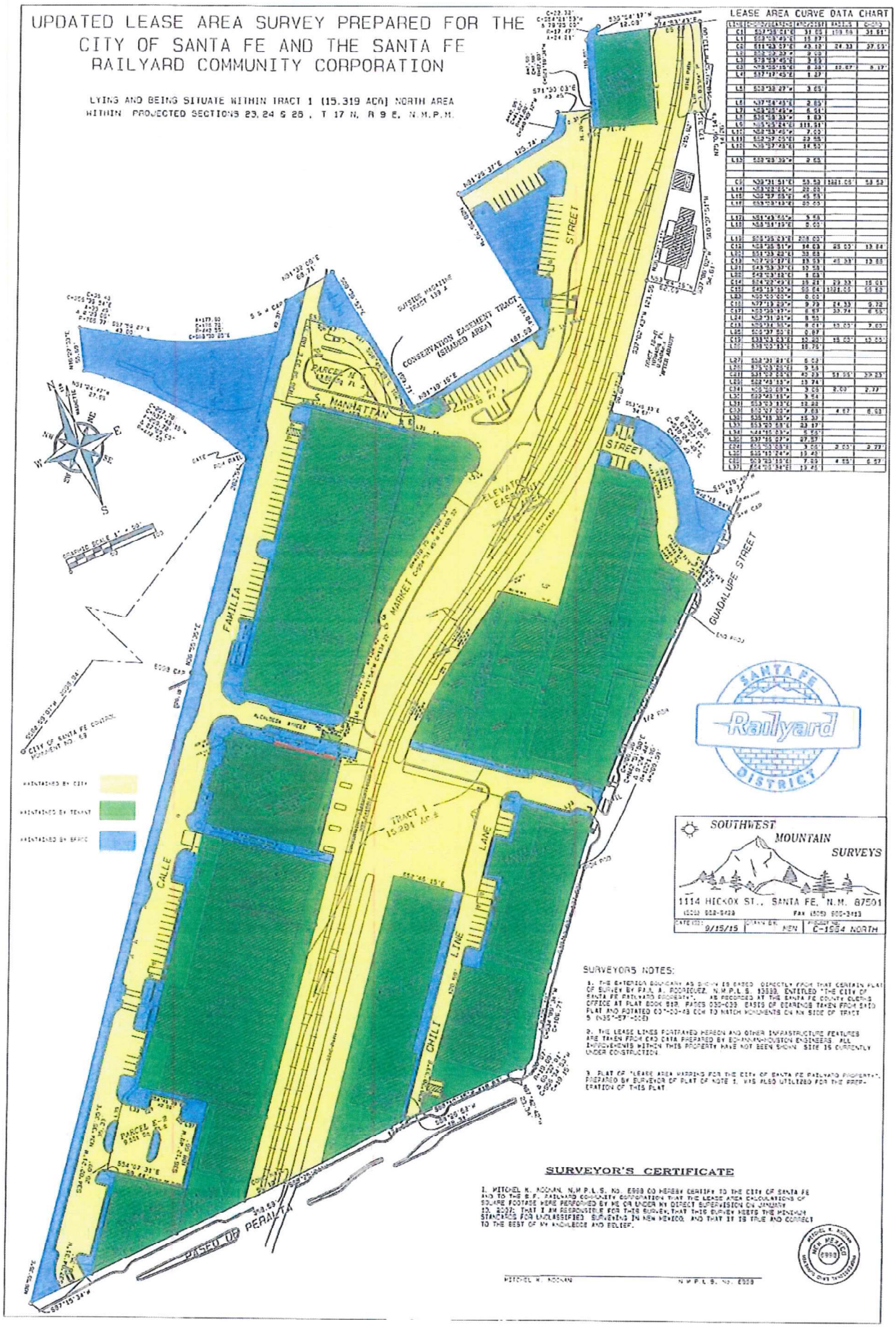
11/10/2015
5:21:05 PM

	ACTUALS											PROJECTED													GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (B) ($579,025) per City of SF Sch Interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,688)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.

SFC CLERK RECORDED 01/25/2016

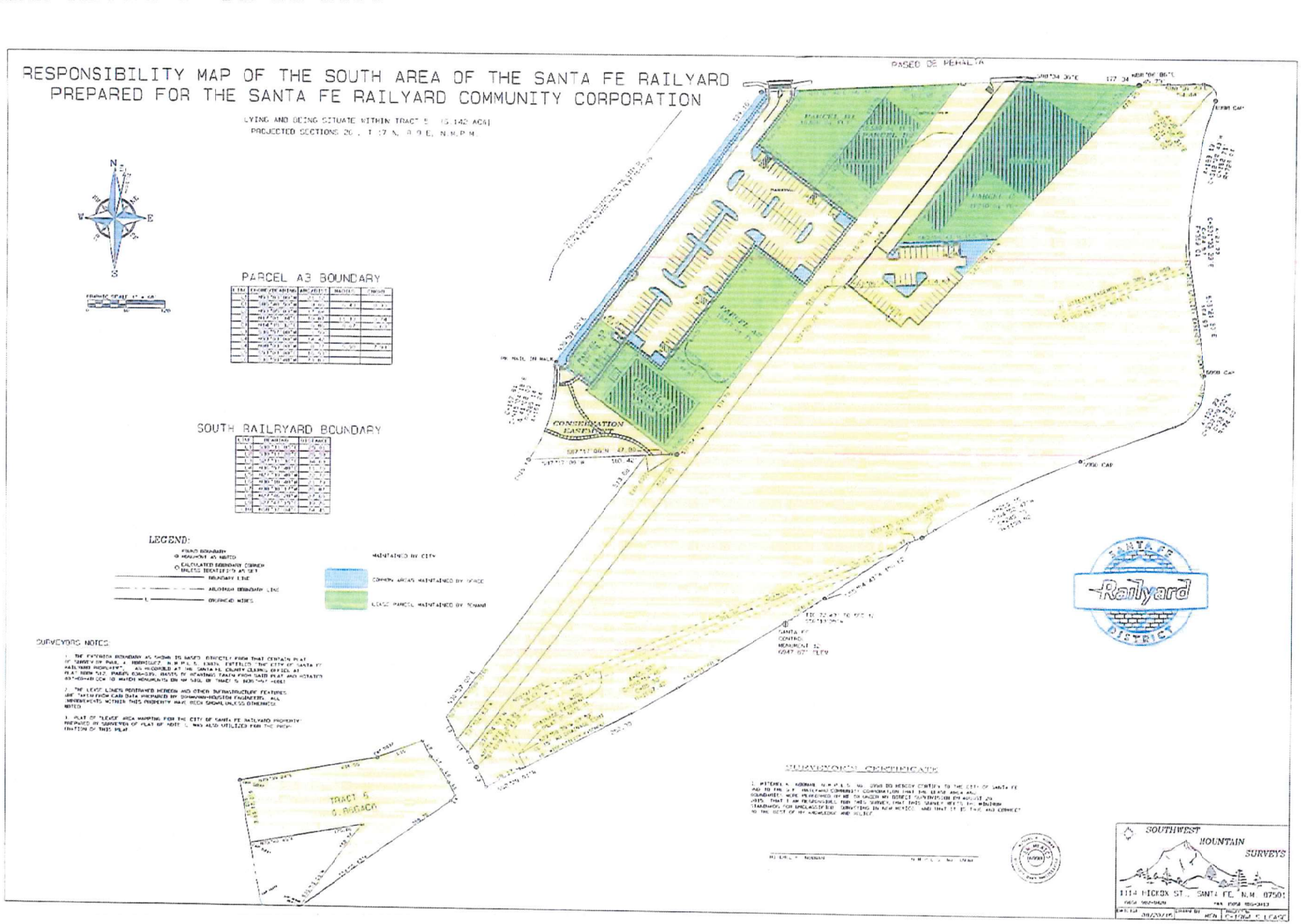


SFC CLERK RECORDED 01/25/2016

Exhibit C (December 1, 2015)
Page 2 of 3

RESPONSIBILITY MAP OF THE SOUTH AREA OF THE SANTA FE RAILYARD
PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 ACA)
PROJECTED SECTIONS 20, T 17 N., R 9 E., N.M.P.M.



SFC CLERK RECORDED 01/25/2016

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A, (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKY, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

1. [illegible]

2. THE LEASE LINES SHOWN HEREON ARE BASED ON THE SURVEY ENTITLED "LEASE AREAS PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION" UNDER CONSTRUCTION.

3. [illegible]

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS-BUILT SURVEY FOR CURRENT POSITIONS OF IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THIS DATA AREA FOR CONSTRUCTED FEATURES. SURVEY SHOWING ALL EASEMENTS, LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR

5. BASIS OF BEARINGS FOR THIS PLAT IS GRID NORTH AS DERIVED FROM GPS OBSERVATIONS AND REFERENCED TO NAD 83 (2007) DATUM, NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AS PUBLISHED BY NGS DATASHEET PID DM5837.

SHOOFLY ST

CERRILLOS ROAD

BACA STREET

FLAGMAN WAY

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M AND WAS DULY RECORDED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

_____ DEPUTY

LEASE AREA DATA CHART

LEGEND						

ITEM # 16-0265

CITY OF SANTA FE
AMENDMENT # 7 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 7 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015 and Amendment #6 dated December 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on March 31, 2016.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit C of the Agreement to correct a clerical error on Page 1 of 3 of that exhibit.

C. The parties wish to revise the definition of Leasehold Premises to include approximately 2,000 square feet of area on the north side of Lease Parcel A-2.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The

Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated March 1, 2016, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Page 1 of 3 of Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015 and replace with the attached Exhibit C entitled "Maintenance Responsibilities" dated March 1, 2016.

3. Add a new paragraph at the end of Section 5.06, "Implementation" as follows:

"In order to achieve the objectives of the Railyard Master Plan, in accordance with 14-8.14(D)(5) SFCC 1987, the City shall pay the impact fees associated with any residential development constructed on Lease Parcel A-2 provided that at least fifteen percent (15%) of the construction work required to construct the residential development (measured as a percentage of construction hard costs) is awarded to local businesses that qualify for "Local Preference" which, for the purposes of this Agreement, is defined below:

1) The principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries;

2) The business location must be a physical location, street address or such. A Santa Fe post office box or other non-physical postal address alone is not acceptable; and

3) The principal place of business must have been established no less than six months preceding the award of the contract, subcontract or purchase order.

As used herein, the term, "construction work" includes all design- and construction-related labor and materials directly associated with the residential development."

4. Delete in its entirety section 5.13 and replace with the following;

"5.13 Special Entertainment The Non-profit shall promote, permit, and program special events and special entertainment in the public space on the Conservation Easement, except the Rail Line Corridor and the portion of the Conservation Easement south of the Alarid Street railroad crossing ("Event/Vendor Space"). Notwithstanding the foregoing, the Event/Vendor Space shall include the pocket park located on the northern portion of the Rail Line Corridor adjacent to Montezuma Street. The Non-profit shall manage public and private events on the Event/Vendor Space pursuant to all the applicable terms and conditions of this Agreement, Conservation Easement, and Santa Fe Railyard Park, Plaza and Alameda Public Policies and Procedures approved by the City of Santa Fe City Council on May 13, 2009, all as amended from time to time. Whenever the Non-profit believes it is in the best interests of the City to negotiate amendments to the Deed of Conservation Easement, the Non-profit may attempt to negotiate such amendments with the grantee of the Deed of Conservation Easement and may propose such amendments as are acceptable to the grantee to the Governing Body of the City for approval. The Non-profit will also consult with the City Manager or his or her designee from time to time, as may be necessary or appropriate, with respect to the vending and public and private event management of the Event/Vendor Space. Such activities shall be performed in coordination with subtenants, outside vendors and the holder of the Railyard Conservation Easement. The Non-profit shall manage vending and public and private events on the Event/Vendor Space, including granting licenses for the potential users, in a manner that facilitates and encourages development of the Santa Fe Railyard in accordance with the Santa Fe Railyard Master Plan, as it may be amended from time to time.

The Non-profit or the City may terminate the Non-profit's responsibilities and obligations described in this Section 5.13 upon sixty (60) days written notice to the other party."

Except as specifically provided in this Amendment #7, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #7 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

Yolanda Vigil, City Clerk

Approved as to form:

Kelley A. Brennan, City Attorney

Approved as to form:

Oscar S. Rodriguez, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Javier M. Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

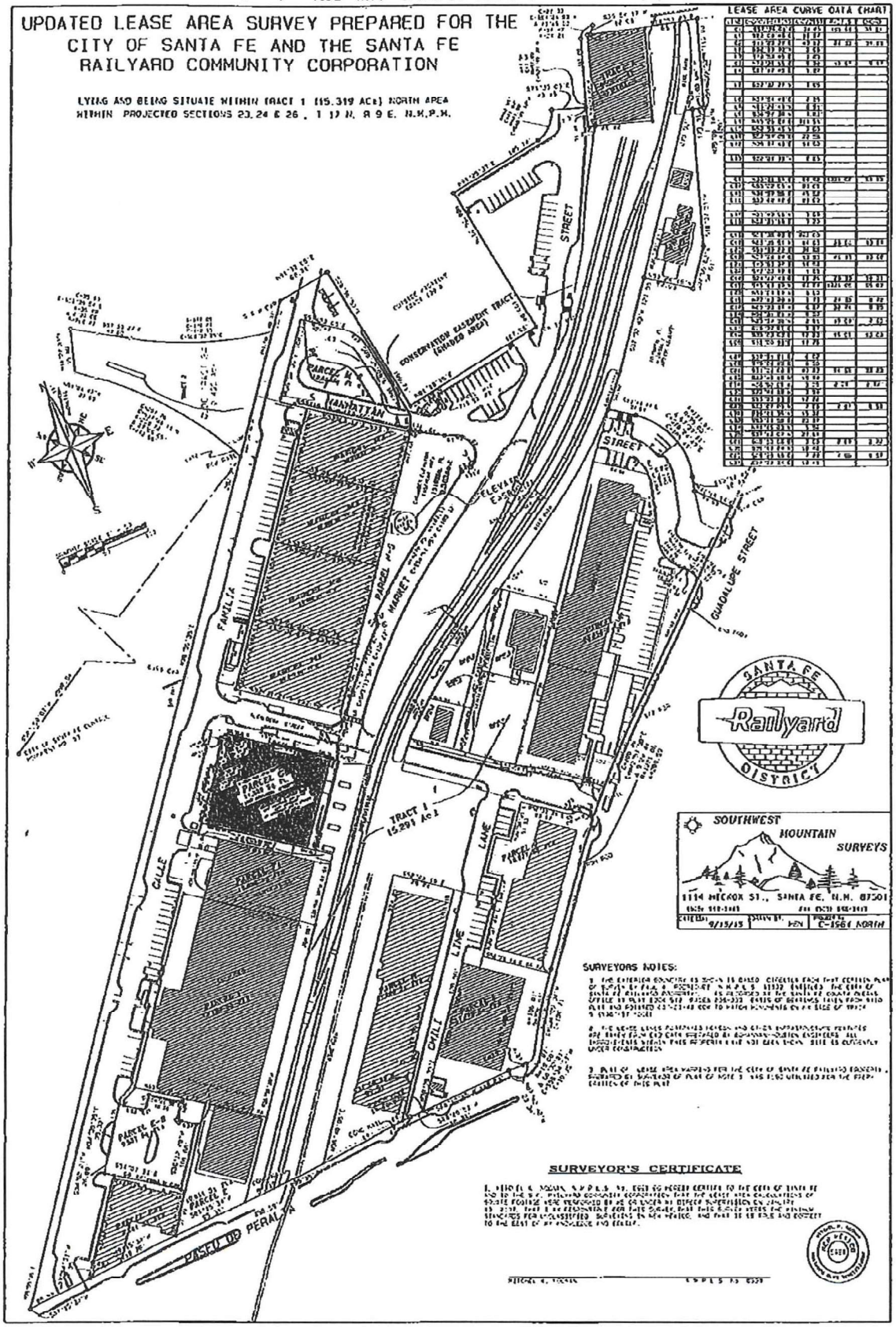
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

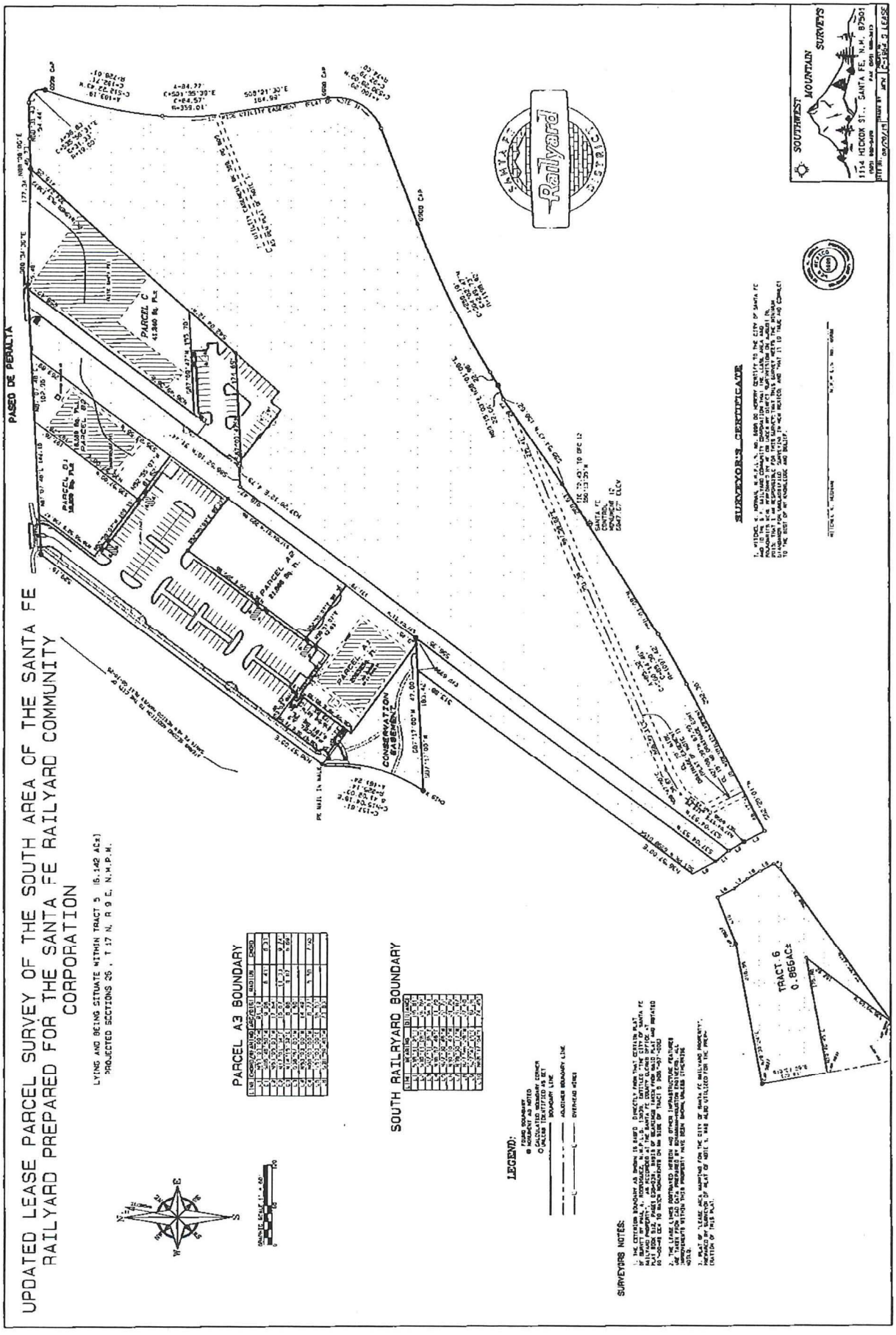
AMENDMENT
PAGES: 11

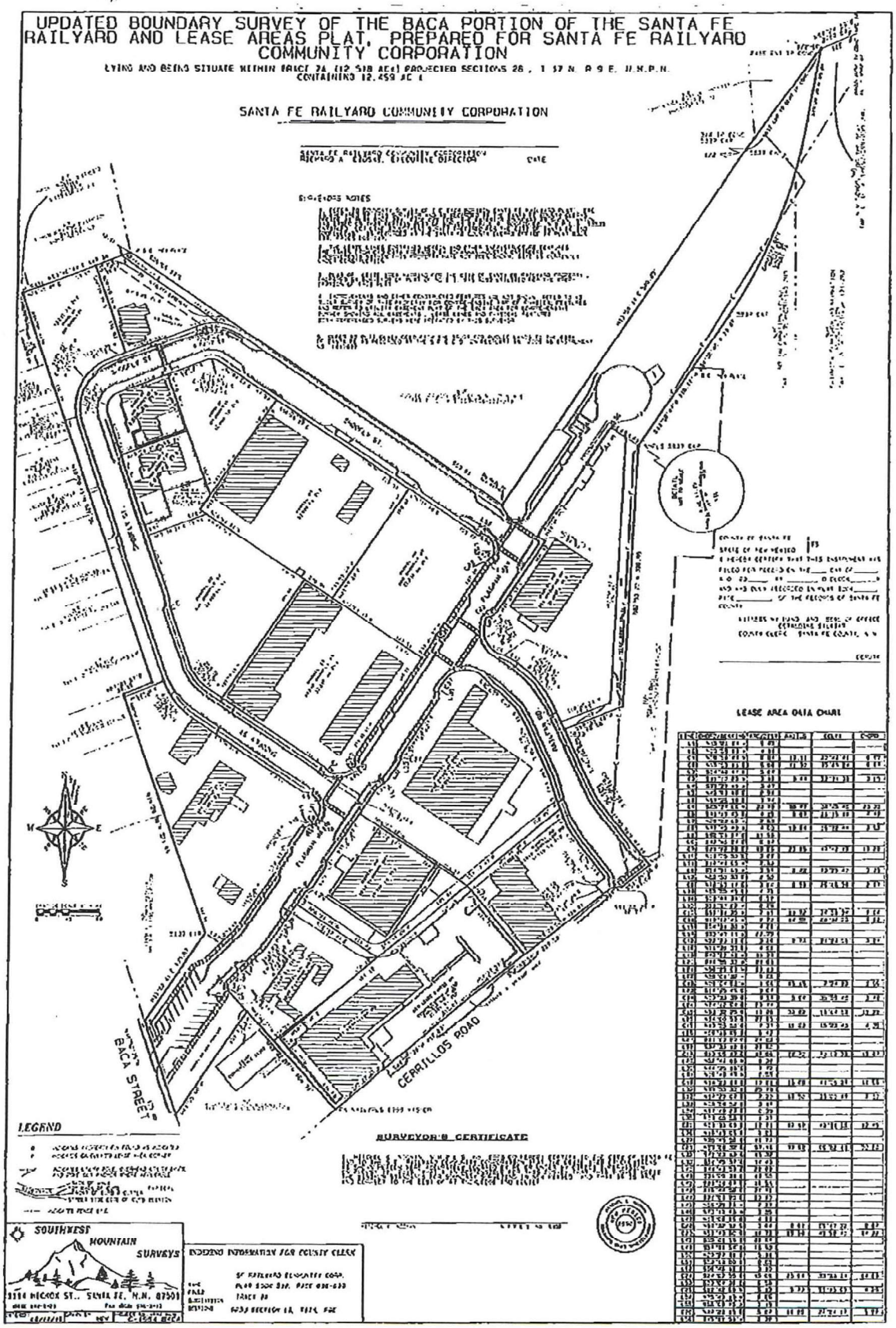
I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of May, 2016 at 10:31:00 AM And Was Duly Recorded as Instrument # 1793453 Of The Records Of Santa Fe County

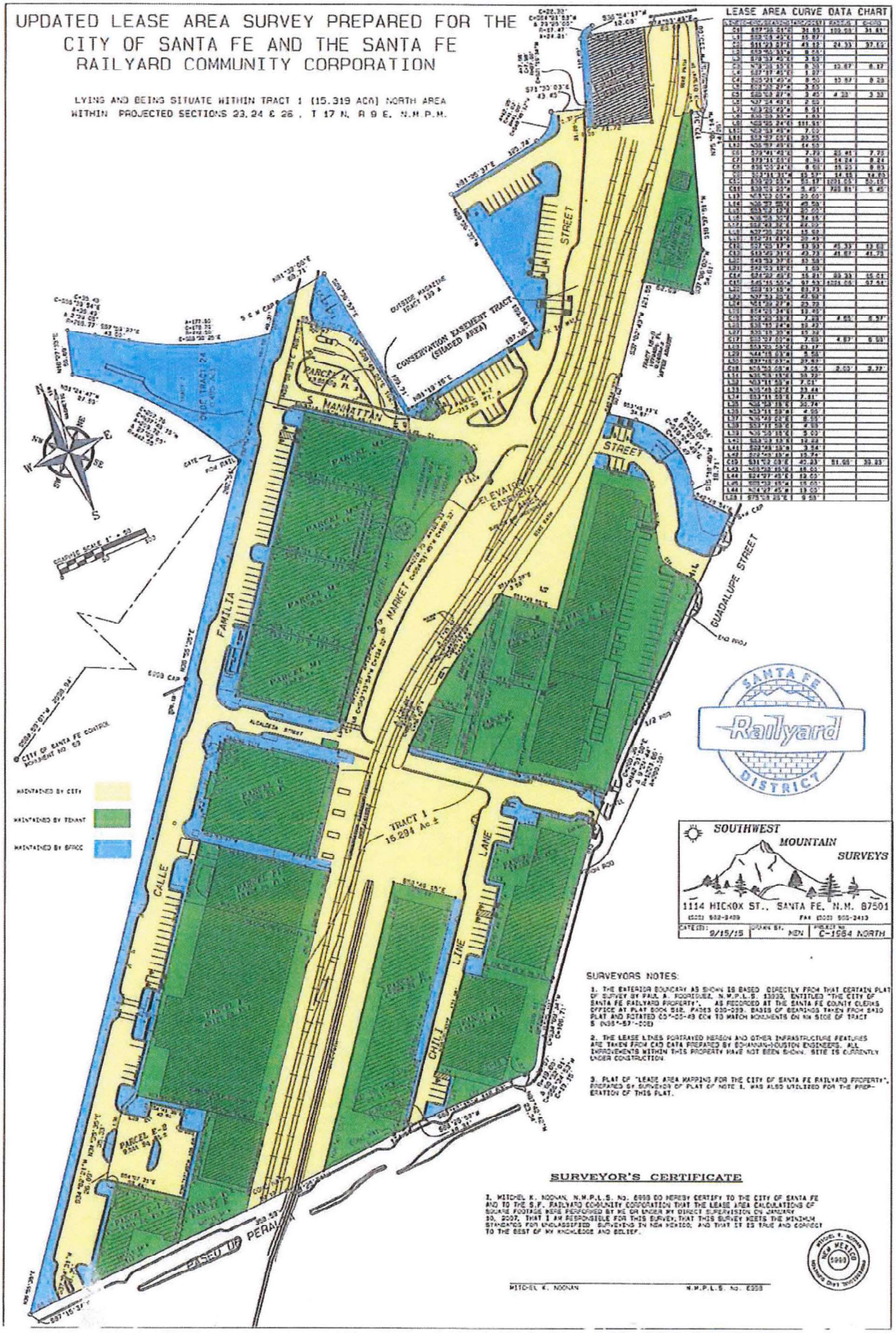
Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy Estrella Martinez County Clerk, Santa Fe, NM

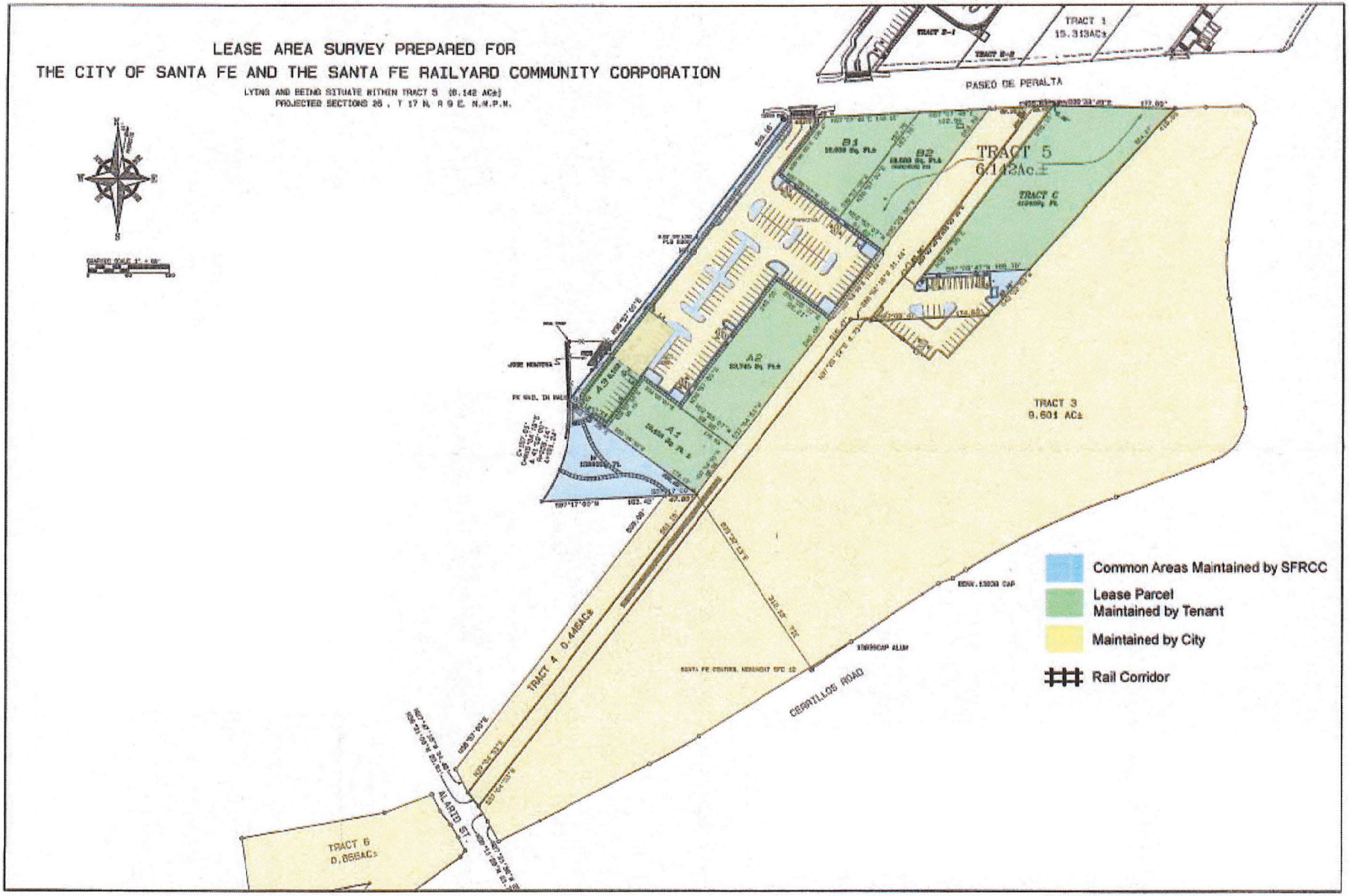

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN (TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
SANTA FE Railyard DISTRICT
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
SURVEYORS NOTES:
SURVEYOR'S CERTIFICATE
CALLE
LANE
STREET
GUADALUPE STREET
PASEO DE PERALTA


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 25 , T 17 N, R 9 E, N.M.P.M.
PASEO DE PERALTA
PARCEL C 41,340 Sq. Ft.
PARCEL A1 11,588 Sq. Ft.
PARCEL A2 11,588 Sq. Ft.
PARCEL A3 11,588 Sq. Ft.
CONSERVATION EASEMENT
TRACT 6 0.866AC±
PARCEL A3 BOUNDARY
SOUTH RAILYARD BOUNDARY
LEGEND:
SURVEYORS NOTES:
SURVEYORS CERTIFICATE
SOUTHWEST MOUNTAIN SURVEYS
Railyard


UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION
SANTA FE RAILYARD COMMUNITY CORPORATION
LEASE AREA DATA CHART
SURVEYOR'S CERTIFICATE
LEGEND
BACA STREET
CERRILLOS ROAD
SOUTHWEST MOUNTAIN SURVEYS


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACR) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
S. MANHATTAN STREET
CONSERVATION EASEMENT TRACT (SHADED AREA)
ELEVATOR EASEMENT AREA
FAMILIA
MARKET
GUADALUPE STREET
CALLE
CHILI LANE
PASEO DE PERALTA
TRACT 1 15.294 Ac ±
MAINTAINED BY CITY
MAINTAINED BY TENANT
MAINTAINED BY SFRCC
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
DATE(D): 9/15/15
DRAWN BY: MDN
PROJECT No: C-1564 NORTH
SURVEYORS NOTES:
1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. ROUPEBUEZ, N.M.P.L.S. 13939, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 030-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 03°-00-49 CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT S (N88°-57'-00E)
2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.
3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.
SURVEYOR'S CERTIFICATE
I, MITCHEL K. NOONAN, N.M.P.L.S. NO. 6958 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS OF SQUARE FOOTAGE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 30, 2007, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR ENGLISH-SPEED SURVEYS IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MITCHEL K. NOONAN
N.M.P.L.S. NO. 6958

SFC CLERK RECORDED 05/13/2015



Jurisdiction Areas South of P.D.P.

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 ACn)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKI, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

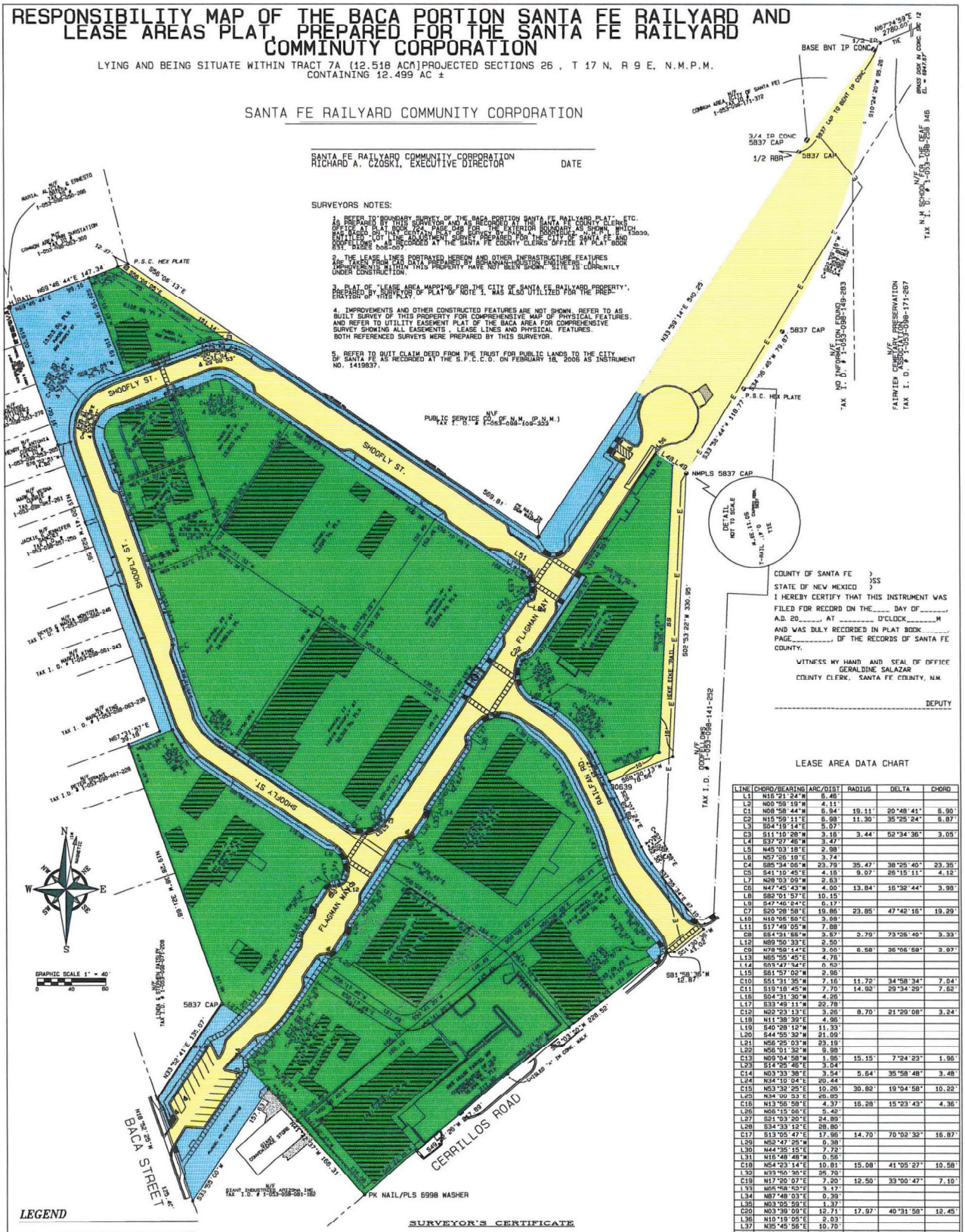
1. REFER TO "BOUNDARY SURVEY OF THE BACA PORTION SANTA FE RAILYARD PLAT", ETC. AS PREPARED BY THIS SURVEYOR AND AS RECORDED AT SANTA FE COUNTY CLERK'S OFFICE AT PLAT BOOK 762, PAGE 038 FOR THE EXTERIOR BOUNDARY AS SHOWN, WHICH REFERENCED THE CERTAIN "LOT LINE ADJUSTMENT SURVEY PLAT FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION" SURVEY PREPARED FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION AND RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 631, PAGES 008-009.

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HUSTON ENGINEERS AND THEIR IMPROVEMENTS WITHIN THIS PROPERTY MAY NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY BOHANNAN-HUSTON INC. REVISION OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS BUILT SURVEY OF THIS PROPERTY FOR COMPREHENSIVE MAP OF PHYSICAL FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THE BACA AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR.

5. REFER TO QUIT CLAIM DEED FROM THE TRUST FOR PUBLIC LANDS TO THE CITY OF SANTA FE AS RECORDED AT THE S.F.C.C.O. ON FEBRUARY 18, 2008 AS INSTRUMENT NO. 1419837.



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20_____ AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

LEASE AREA DATA CHART

LINE	CHORD/BEARING	ARC/DIST	RADIUS	DELTA	CHORD
L1	N16°21'24"W	6.46'			
L2	N00°59'19"W	4.11'			
C1	N08°58'44"W	6.94'	19.11'	20°48'41"	6.90'
C2	N15°59'11"E	6.98'	11.30'	35°25'24"	6.87'
L3	S04°19'14"E	5.07'			
C3	S11°10'26"W	3.16'	3.44'	52°34'36"	3.05'
L4	S37°27'45"W	3.47'			
L5	N45°03'18"E	2.98'			
L6	N57°26'18"E	3.74'			
C4	S85°34'05"W	23.79'	35.47'	38°25'40"	23.35'
C5	S41°10'45"E	4.16'	9.07'	26°15'11"	4.12'
L7	N28°03'09"W	2.63'			
C6	N47°45'43"W	4.00'	13.84'	16°32'44"	3.98'
L8	S82°01'57"E	10.15'			
L9	S47°46'24"E	6.17'			
C7	S20°28'58"E	19.86'	23.85'	47°42'16"	19.29'
L10	N10°05'50"E	3.08'			
L11	S17°49'05"W	7.88'			
C8	S64°31'58"W	3.87'	2.79'	79°26'40"	3.33'
L12	N89°50'33"E	2.50'			
C9	N78°59'14"E	3.00'	6.58'	26°06'59"	2.97'
L13	N65°55'45"E	4.76'			
L14	S03°47'34"E	0.62'			
L15	S81°57'02"W	2.96'			
C10	S51°31'35"W	7.16'	11.72'	34°58'34"	7.04'
C11	S19°18'45"W	7.70'	14.92'	29°34'29"	7.62'
L16	S04°31'30"W	4.26'			
L17	S33°49'11"W	20.78'			
C12	N22°23'13"E	3.66'	8.70'	21°29'08"	3.24'
L18	N11°38'39"E	4.96'			
L19	S40°28'12"W	11.33'			
L20	S44°55'32"W	21.09'			
L21	N58°25'03"W	23.19'			
L22	N56°01'32"W	9.98'			
C13	N09°04'58"W	1.95'	15.15'	7°24'23"	1.96'
L23	S14°25'48"E	3.04'			
C14	N03°33'38"E	3.54'	5.64'	35°58'48"	3.48'
L24	N34°10'04"E	20.44'			
C15	N53°32'25"E	10.26'	30.82'	19°04'58"	10.22'
L25	N34°09'53"E	26.85'			
C16	N13°56'58"E	4.37'	16.28'	15°23'43"	4.36'
L26	N06°15'06"E	5.42'			
L27	S21°03'20"E	24.89'			
L28	S34°33'12"E	28.80'			
C17	S13°05'47"E	17.96'	14.70'	70°02'32"	16.87'
L29	N52°47'25"W	0.38'			
L30	N44°35'15"E	7.72'			
L31	N16°48'48"W	0.56'			
C18	N54°23'14"E	10.81'	15.08'	41°05'27"	10.58'
L32	N33°50'30"E	25.70'			
C19	N17°20'07"E	7.20'	12.50'	33°00'47"	7.10'
L33	N05°58'52"E	3.47'			
L34	N87°48'03"E	0.39'			
L35	N03°05'59"E	1.37'			
C20	N03°39'09"E	12.71'	17.97'	40°31'58"	12.45'
L36	N10°19'05"E	2.03'			
L37	N35°45'58"E	10.70'			
C21	N83°28'32"E	57.18'	33.82'	96°52'13"	50.60'
L38	S42°09'13"E	15.32'			
L39	S54°46'57"E	14.49'			
L40	S44°49'59"E	28.82'			
L41	S31°00'31"E	18.56'			
L42	S23°18'07"E	18.51'			
L43	S16°44'58"E	20.76'			
L44	S21°03'20"E	20.40'			
L45	N56°39'28"W	7.77'			
L46	N73°10'46"W	3.88'			
L47	N18°08'26"E	4.89'			
L48	N01°36'14"E	3.04'	2.83'	68°47'32"	2.87'
C23	N59°43'50"E	14.78'	16.98'	49°52'40"	14.32'
L49	S56°01'16"E	61.84'			
L50	S57°11'54"E	18.53'			
L51	N26°27'11"E	5.11'			
L52	S59°19'00"E	9.65'			
L53	S66°46'15"E	3.10'			
C24	S24°07'55"E	15.06'	25.64'	33°39'34"	14.85'
L53	S03°04'36"E	8.58'			
C25	S22°42'59"W	5.13'	5.70'	51°35'08"	4.96'
L54	N78°49'10"W	0.65'			
L55	S56°09'45"W	3.19'			
C26	N47°20'16"E	5.67'	11.86'	27°24'17"	5.62'
L56	S45°11'51"W	2.32'			

LEGEND

- INDICATES PROPERTY PIN FOUND AS INDICATED
- INDICATES CALCULATED LEASE AREA CORNER
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- BACK OF WALK / TOP BACK OF CURB / FRONT OF CURB @ GUTTER / STREET SIDE EDGE OF CURB SECTION — TYPICAL
- INDICATES FENCE LINE.
- LEASE PARCEL MAINTAINED BY TENANT
- MAINTAINED BY CITY
- MAINTAINED BY SFRCC

SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS AS SHOWN HEREON WERE ACCURATELY CALCULATED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 18, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. NOONAN N.M.P.L.S. No. 6998

NEW MEXICO 6998 REGISTERED PROFESSIONAL LAND SURVEYOR MITCHEL K. NOONAN

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 985-3413

DATE (S): 08/18/15 | DRAWN BY: MEN | PROJECT NO. LEASE AREAS C-1964 BACA

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 512, PAGE 036-039
SUBDIVISION: TRACT 7A
SECTIONS: PROJ SECTION 26, T17N, R9E

ITEM # 20-0191

CITY OF SANTA FE
AMENDMENT # 8 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 8 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, and Amendment #7 dated March 31, 2016, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 1, 2020.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to revise the definition of Leasehold Premises to delete the existing improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia, so the City may sell the building. The land located on Parcel F-1 shall remain included in Leased Premises.

C. The parties wish to provide a one-time credit against the rent owed by the Non-profit to the City under the agreement which is equal to the amount of rent the Non-profit would collect if the Improvements remained in the definition of Leasehold Premises.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises.** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet; the

improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia ("SFC Improvements") shall be deleted from the definition of Leasehold Premises on the first calendar day following the sale by the City of the SFC Improvements to a third party. The Leasehold Premises shall also include the following areas: a) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2. The area described above in the aggregate is depicted in Exhibit A hereto, dated November 1, 2019, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Add the following as Section 4.01.05 of the Agreement, in addition to the Rent Credits provided by Section 4.01.3 described in Amendment #1 and Section 4.01.4 described in Amendment #4 to the Agreement:

   "**4.01.05** The City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligation to the City under the Agreement as amended, as follows:

   Commencing on the first calendar day after the sale by the City of the SFC Improvements to a third party, the City shall reduce the Fair Value Compensation owed by the Non-profit in the fiscal year 2019/20 by One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) as partial compensation for Base Rent the Non-profit would have received from the SFC Improvements had the City not sold the SFC Improvements to a third party.

3. Delete in its entirety Exhibit B entitled "Rent Schedule" dated December 1, 2015, and replace with the enclosed Exhibit B entitled "Amended Rent Schedule" dated April1, 2020.

Except as specifically provided in this Amendment #8, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name: Steven Robinson
Its: President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
Alan Webber, Mayor

Attest:

_____
Yolanda Vigil, City Clerk comfy 3/25/20

Approved as to form:

_____
Erin McSherry, City Attorney

Approved as to form:

_____ 3/27/20
Mary McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 30, 2020, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Anita L. Martinez

Notary Public

My commission expires: 5.24.23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

Exhibit B - Rent Schedule - February 1, 2020

1/13/2020
4:47:37 PM

	ACTUALS											PROJECTED													GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch Interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,116)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,208)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(483,668)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $485,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. Rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City per Amendment # 8 to the Lease & Management Agreement.

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

November 17, 2020

Mayor Alan Webber
Office of the Mayor
200 Lincoln Avenue
Santa Fe, NM 87501

Jarel LaPan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Mayor and Ms. LaPan Hill

It has become apparent that the pandemic has not run its course. While the majority of the SFRCC tenants are paying their rent, the development pipeline has stalled. The process to lease vacant parcels has become slower and inefficient as a result of COVID. Prospective tenants and their lenders who were poised to lease the remaining parcels have had to defer decisions due to the economic uncertainties.

In May, the City and SFRCC amended the Lease & Management Agreement to defer $492,611 from April 2020 to December 2020. While that deferral was helpful, it is now apparent that while SFRCC will be able to pay its obligations between now and March 31, 2021 up to $540,472, it will not have sufficient funds to pay the $934,801 due in April 2021.

The current Lease & Management Agreement provides for a deferral of $100,000 in FY 20-21. SFRCC is requesting an additional deferral of $400,000 in April 2021 to be repaid in FY 27/28.

Two assumptions critical to this request are the City's sale of the Santa Fe Clay building for $175,000 before 12/31/2020 and our tenants continuing to pay their rent. If the Santa Fe Clay building sale closes, SFRCC will pay the City $317,611 in rent by December 31, 2020. If the sale does not close, SFRCC will pay the City $492,611. In either case SFRCC will also pay $47,861 in March 2021.

This deferral request is the result of several factors including:

- Sale of Santa Fe Clay delayed for a year, resulting in no ground rent and $10,200 in operating costs for the building.
- The equity investor for an 18-unit apartment building in Baca declined to proceed after contracting COVID. The tenant defaulted and the lease was terminated.
- City did not assume the WH21 Lease in January 2020, therefore no ground rent was paid for 12 months.
- Firebox, Inc. defaulted on its lease resulting in $86K of lost revenue.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

SFRCC is requesting an amendment to the Amended and Restated Lease and Management Agreement to revise the rent schedule by increasing the deferral for FY 20-21 by $400,000. Extending the current 2030 expiration date of the Agreement is not required. After the status of the sale of the Santa Fe Clay building is known, an amendment to the Lease & Management Agreement can be prepared including a revised Exhibit B, payment schedule.

SFRCC will continue to maximize its efforts to collect as much revenue as possible within the parameters of the Railyard Lease & Management Agreement. However, the economic uncertainty resulting from the pandemic will continue to present challenges.

Thank you for considering this request.

Richard Czoski, CCIM, CPM
Executive Director

cc; Steven Robinson, Board President

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

Amendments to the Amended and Restated Lease & Management Agreement

Amendment #	Date	Subject
1	May 2012	City's purchase of the Market Station condo and cinema parcels made available for development
2	January 2013	Extend the L&M term to 6/30/29, provide rent deferrals, revise maintenance responsibilities
3	May 2013	Provide a mechanism for SFRCC to repay the City for free cinema patron parking
4	June 2013	Provide a mechanism for SFRCC to receive a credit from the City for rent due for the Depot building
5	September 2015	Clarifies that all leases are assigned to the City by SFRCC in the event of termination or expiration of the L&M Agreement
6	December 2015	Revised the Leasehold Premises, added rent deferrals, added parking spaces for residential projects to the Premises
7	March 2016	Revised the Leasehold Premises to enable construction of Railyard Flats building
8	April 2020	Added mechanism to provide for the sale of the Santa Fe Clay building improvements
9	May 2020	Provided for the deferral of $492,611 from 4/30/20 to 12/31/20

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 Railyard Community Corp

3 Complete information requested ☐ Plus GRT ☑ Inclusive of G

Original Contract Amount: $21,371,720.00

Termination Date: December 31, 2029

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Contract is for: Master Lease and Management Agreement

Amendment # 10 to the Original Contract# 13-0649

Increase/(Decrease) Amount $ Deferral of $500,000.00

Extend Termination Date to:

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for:

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

Amount $ 21,371,720.00 of original Contract# 13-0649 Termination Date: 12/31/2029

Reason: Original Contract

Amount $ 21,371,720.00 amendment # 10 Termination Date: 12/31/2029

Reason: Deferral of $500,000.00 to 2026.

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $42,743,440.00

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 30 year agreement
example: (First year of 4 year contract)

Fran Dunaway (Mar 31, 2021 20:35 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** NA **BU/Line Item:** NA

Alexis Lotero (Mar 31, 2021 16:49 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** J Sam Burnett

Phone # 505-955-5933

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, New Mexico
Memorandum

DATE: **March 22, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ACTION:
Request for the Approval of Amendment #10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933

SUMMARY:
The Lease and Management Agreement with Santa Fe Railyard Community Corporation ("SFRCC") was entered into in February 2002 and amended 8 times through 2010. In 2011 City Staff (City Manager, Public Works Director, Economic and Community Development Director, Assistant City Attorney, Property Maintenance Manager) and SFRCC negotiated a new Amended and Restated Lease & Management Agreement which has been amended 9 times to date. The Amended and Restated Lease & Management Agreement expires in 2030. By the end of the Agreement, SFRCC will have repaid the entire amount of the infrastructure bonds, 30% of the original land acquisition costs, all the rent deferrals and 100% of the cinema parking total.

The Santa Fe Railyard Community Corporation is requesting approval of Amendment No. 10 to the Amended and Restated Lease and Management Agreement ("L&M Agreement") to increase the current $100,000 rent deferral to $500,000 for fiscal year 2020/21. The additional proposed deferral of $400,000 will be fully repaid by SFRCC between FY 2021/22 and FY 2023/24. SFRCC is requesting this deferral (not abatement) of rent in order to meet its current and future financial rent obligations to the City.

Reasons for the request include the default of the previous tenant in the Santa Fe Clay building, the default of the developer of an apartment project in the Baca area, and COVID-19 related delays in the sale of the Santa Fe Clay and the 1614 Paseo de Peralta building. While both the Santa Fe Clay building parcel and the apartment parcel are now leased, the cash flow shortfalls had a significant negative impact on SFRCC's ability to pay 100% of its FY 20/21 rent obligation to the City. Progress on other lease transactions were also delayed by approximately a year due to the pandemic's unknown impact on commercial real estate development.

In January 2021, SFRCC repaid the $492,611 which the City deferred in FY20, but SFRCC does not have the funds to pay the entire $934,801 due to the City on April 30, 2021. If the $400,000 deferral is approved, SFRCC would pay the City $534,801 on April 30, 2021.

If this Amendment No. #10 is approved, no further deferrals are scheduled in the L&M Agreement rent payment schedule.

Attachments:

Lease and Management Agreement Amendment #10
Lease and Management Agreement Amendments #1 - #9
SFRCC Rent Schedule – Exhibit A
SFRCC's Request Letter (November 17, 2020 and January 28, 2021)

CITY OF SANTA FE
AMENDMENT# 10
TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 10 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, Amendment #7 dated March 31, 2016, Amendment #8 dated April 1, 2020 and Amendment #9 dated May 1, 2020 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 30, 2021.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to defer a portion of the Fair Value Compensation due on April 30, 2021, from the Non-profit to the City and to include the repayment of this deferral on **Exhibit B**.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Add the following as Section 4.01.7 of the Agreement:

   The Parties agree to increase the deferral for fiscal year 20/21 shown on **Exhibit B** dated May 1, 2020 from $100,000 to $500,000 as shown on **Exhibit B** dated April 30, 2021. The $100,000 deferrals for fiscal years 21/22 and 22/23 will be deleted from **Exhibit B**. The Rent due to the City from the Non-profit is increased by $200,000 for fiscal year 23/24.

2. Delete in its entirety **Exhibit B** entitled "Rent Schedule" dated May 1, 2020 and replace with the enclosed **Exhibit B** entitled "Rent Schedule" dated April 30, 2021.

Except as specifically provided in this Amendment #10, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #10 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORPORATION

By_____

Printed Name_____

Its_____

CRS # 02-481098003
City of Santa Fe Business
License Registration# 0397164

Approved as to form:

_____
Erin K. McSherry, City Attorney

City:

CITY OF SANTA FE

By_____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

Approved as to finance:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____
Notary Public

My commission expires:

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

My commission expires:

Exhibit B - Rent Schedule - April 30, 2021

2/11/2021
5:20:55 PM

	ACTUALS																PROJECTED									GRAND
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	TOTALS
FAIR VALUE COMPENSATION																										
Non-profits share of the City of Santa Fe Land Debt acquisition costs	1,183,724	452,547	453,221	453,579	452,582	454,430																				3,450,083
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Schedule	0	0	0	222,527	219,337	212,544	142,250	53,098	53,115	52,817	52,821	52,825	52,828	52,833	52,838	52,843	52,849	52,855	52,860	52,867	0	0	0	0	0	1,484,107
NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	239,827	85,150	85,155	85,161	85,166	85,172	85,179	85,185	85,193	85,201	85,209	85,218	85,228	85,239	85,250	85,261	0	0	0	1,517,792
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	463,688	705,000	705,400	1,071,000	1,070,500	1,069,900	1,071,650	1,066,650	1,070,150	1,071,650	1,071,150	1,068,650	1,069,150	1,067,400	638,200	639,600	0	0	0	14,919,738
SUB-TOTAL	**1,183,724**	**452,547**	**453,221**	**676,106**	**671,919**	**666,974**	**845,765**	**843,248**	**843,670**	**1,208,977**	**1,208,486**	**1,207,897**	**1,209,657**	**1,204,668**	**1,208,181**	**1,209,694**	**1,209,208**	**1,206,723**	**1,207,238**	**1,205,505**	**723,450**	**724,861**	**0**	**0**	**0**	21,371,720
Negotiated City of Santa Fe land debt acquisition deferrals totaling $769K for FY 2002/03 to 2009/10	(30,000)	(276,000)	(180,000)	(60,175)	(121,000)	(102,000)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(769,175)
Repayment by the Non-profit of the land acquisition debt deferrals above totaling $769K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	469,175	300,000	0	0	0	769,175
Debt Deferrals provided by the City of Santa Fe for FY 2010/11 to 2020/21	0	0	0	0	0	0	**(133,441)**	**(300,000)**	**(300,000)**	**(650,000)**	**(650,000)**	**(400,000)**	**(600,000)**	**(350,000)**	**(200,000)**	**(200,000)**	**(500,000)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	(4,283,441)
Repayment by the Non-profit of deferrals granted by the City from FY 2010/11 to 2020/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	200,000	500,000	950,000	1,300,000	1,133,441	4,283,441
Repayment by the Non-profit of the deferral resulting from Covid-19 pandemic	0	0	0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**(492,611)**	**492,611**	0	0	0	0	0	0	0	0	**0**
TOTAL ANNUAL RENT PAYMENTS	**1,153,724**	**176,547**	**273,221**	**615,931**	**550,919**	**564,974**	**712,324**	**543,248**	**543,670**	**558,977**	**558,486**	**807,897**	**609,657**	**854,668**	**1,008,181**	**517,083**	**1,201,819**	**1,206,723**	**1,207,238**	**1,405,505**	**1,392,625**	**1,524,861**	**950,000**	**1,300,000**	**1,133,441**	**21,371,720**

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. A $175,000 credit was applied in December 2020 for a portion of the rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City.

ITEM # 13-0649

CITY OF SANTA FE
AMENDMENT # 1 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on the "Effective Date" of the Amendment #1 to the Ground Lease as defined below.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The Non-profit subleased certain premises which included lease parcels G, M-6 and M-8 (the "Development Parcels") to Railyard Company, LLC under the "Ground Lease". The City wishes the non-profit to terminate the portion of the Ground Lease with the Railyard Company, LLC encompassing the Development Parcels.

C. The City wishes to provide a credit to the Non-profit for the equivalent amount of the rent the Non-profit was receiving from the Railyard Company, LLC under the Ground Lease for the Development Parcels.

D. After the portion of the Ground Lease encompassing the Development Parcels is terminated, the City wishes the Non-profit to sublease the Development Parcels to a subtenant.

E. The City agrees to construct the uncompleted portion of Alcaldesa Street between Market Street and Camino de la Familia.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

CITY CLERK RECORDED 07/26/13

1. Add the following as Section 4.01.3:

"4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company, LLC for the Development Parcels. This offset is a credit, not a deferral which would require the Non-profit to repay the City in the future. The credit shall be calculated on the following basis:

Component	Amount	Period
Base Rent	$4,830.99 per month	Effective Date through 9/30/12
CAM Rent	$483.08 per month	Effective Date through 9/30/12
TOTAL	**$5,314.07 per month**	
Base Rent	$7,066.12 per month	10/1/12 -- until Development Parcels are leased and rent bearing
CAM Rent	$706.61 per month	10/1/12 – until Development Parcels are leased and rent bearing
TOTAL	**$7,772.73 per month**	

The amount of the credit shall be calculated on a monthly basis as earned and applied against the next payment of rent due from the Non-profit to the City for the debt service ("Rent").

The credit shall cease to be applied to the Rent owed by the Non-profit to the City when the Non-profit has subleased the Development Parcels to a third party who is paying the Non-profit rent equal to or greater than the amounts specified above. If the Non-profit subleases the Development Parcels or any of them for an amount less than the amount of the applicable credit set out above, the credit shall be reduced by the rent received by the Non-profit.

If the Development Parcels have not been subleased by the Non-profit by October 1, 2017, the amount of the credit to be applied by the City to the Non-profit Rent paid to the City shall be adjusted pursuant to the terms of the Railyard Company, LLC's sublease dated October 1, 2007.

SFC CLERK RECORDED 07/29/2013

2. Add the following as subparagraph (c) to Section 5.06 of the Agreement:

"(c) Completion of the street, curb, gutter, sidewalk, lighting, signage, and planters for the uncompleted section of Alcaldesa Street between Market Street and Camino de la Familia. The completion of these improvements shall occur concurrent with the development of Parcel G by a third party."

3. For purposes of more specifically defining the underground parking garage which is excluded from the definition of the Leased Premises, it is agreed that the upper horizontal boundary of the underground parking garage mentioned in Section 2.01 of the Agreement is as set out on Exhibit A to this Amendment, which description shall be incorporated into Exhibit A to the Agreement as the fourth page thereof.

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 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____
Its President
CRS #02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

Yolanda Vigil, City Clerk

May 18, 2012

Approved as to form:

Geno Zamora, City Attorney

Approved as to form:

Dr. Melville Morgan, Finance Director

SFC CLERK RECORDED 07/18/2012

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 18, 2012 by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Notary Public

My commission expires: 6/14/15

OFFICIAL SEAL
Carla A. Pogemiller
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 14, 2012, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires: 5-24-15

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-15

SFC CLERK RECORDED 07/18/2013

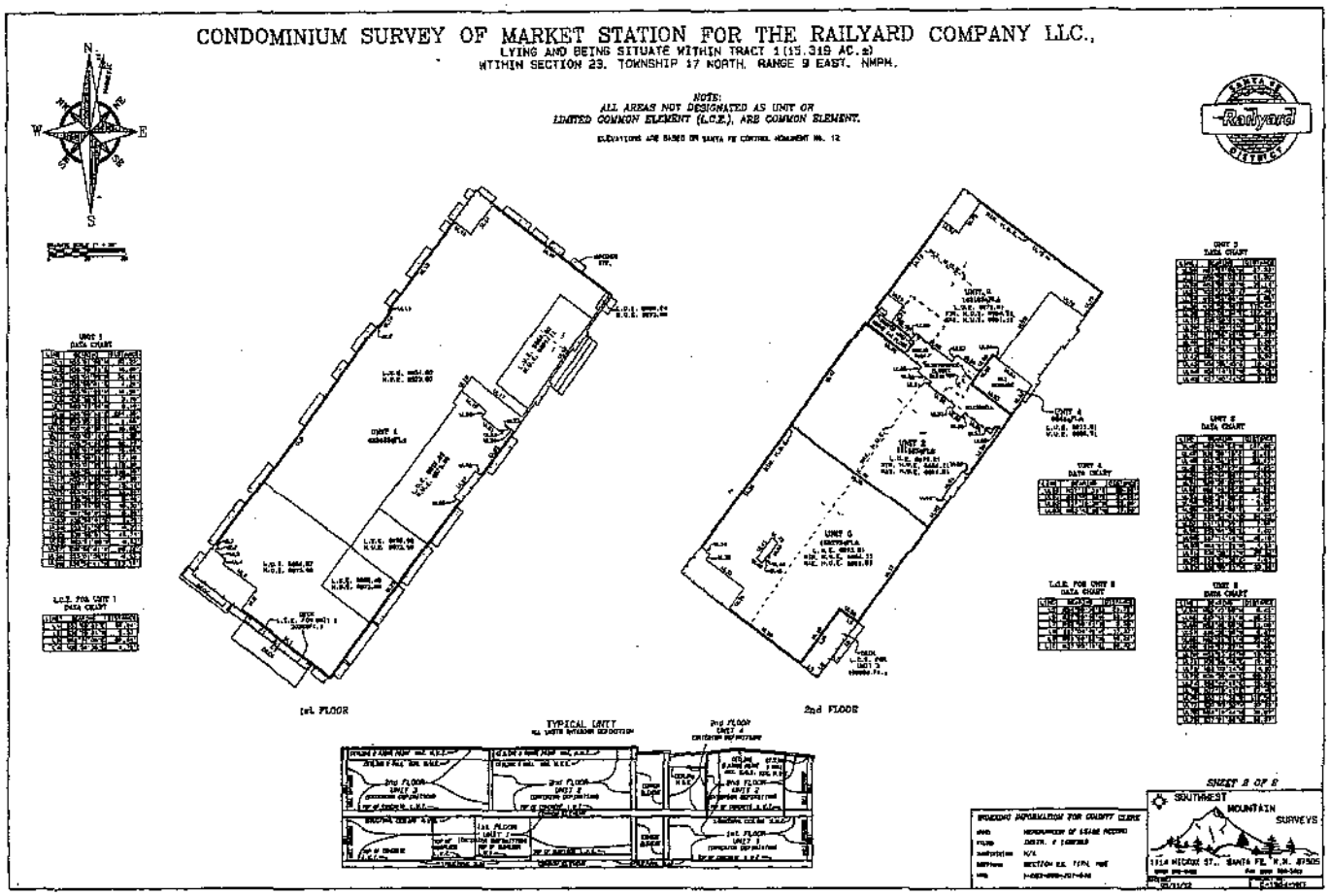
COUNTY OF SANTA FE) AMENDMENT
STATE OF NEW MEXICO) ss PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:04 AM And Was Duly Recorded as Instrument # 1712349 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

Exhibit A
Leasehold Premises
Page 4



SFC CLERK RECORDED 07/18/2013

ITEM # 13-0186

CITY OF SANTA FE
AMENDMENT # 2 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on April 30, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to extend the Term of the Agreement from June 30, 2027 to June 30, 2029 in order to provide adequate time for the Non-profit to repay the deferrals.

D. The City wishes to Amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include the elevator structure providing access to the City-owned underground parking garage and increase the parking area South of Paseo de Peralta to include what was previously private parking for a residential building that was not constructed. This area shall become paid common parking.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Delete in its entirety the first sentence of Section 3.01 entitled "Term" and replace with the following:

   "3.01 Term – The term of the Agreement shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on June 30, 2029 unless the term is extended pursuant to this Agreement."

2. Delete in its entirety the Exhibit B – Rent Schedule dated March 16, 2011 and replace with the enclosed Exhibit B – Rent Schedule dated April 30, 2013.

SFC CLERK RECORDED 05/21/2013

3. Delete in its entirety the Exhibit C, Maintenance Responsibilities, and replace with the enclosed Exhibit C dated April 30, 2013.

Except as specifically provided in this Amendment #2, 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 #2 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By Ymeed G. Meyer
Its Vice President
CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By
David Coss, Mayor

Attest:

Yolanda Y. Vigil
Yolanda Vigil, City Clerk 3-27-13

Approved as to form:

Geno Zamora, City Attorney 3/7/13

Approved as to form:

Theresa Garcia, Assistant
~~Dr. Melville Morgan,~~ Finance Director

SFC CLERK RECORDED 04/12/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 29, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on April 2, 2013, by Donald G Meyer, the Vice-President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

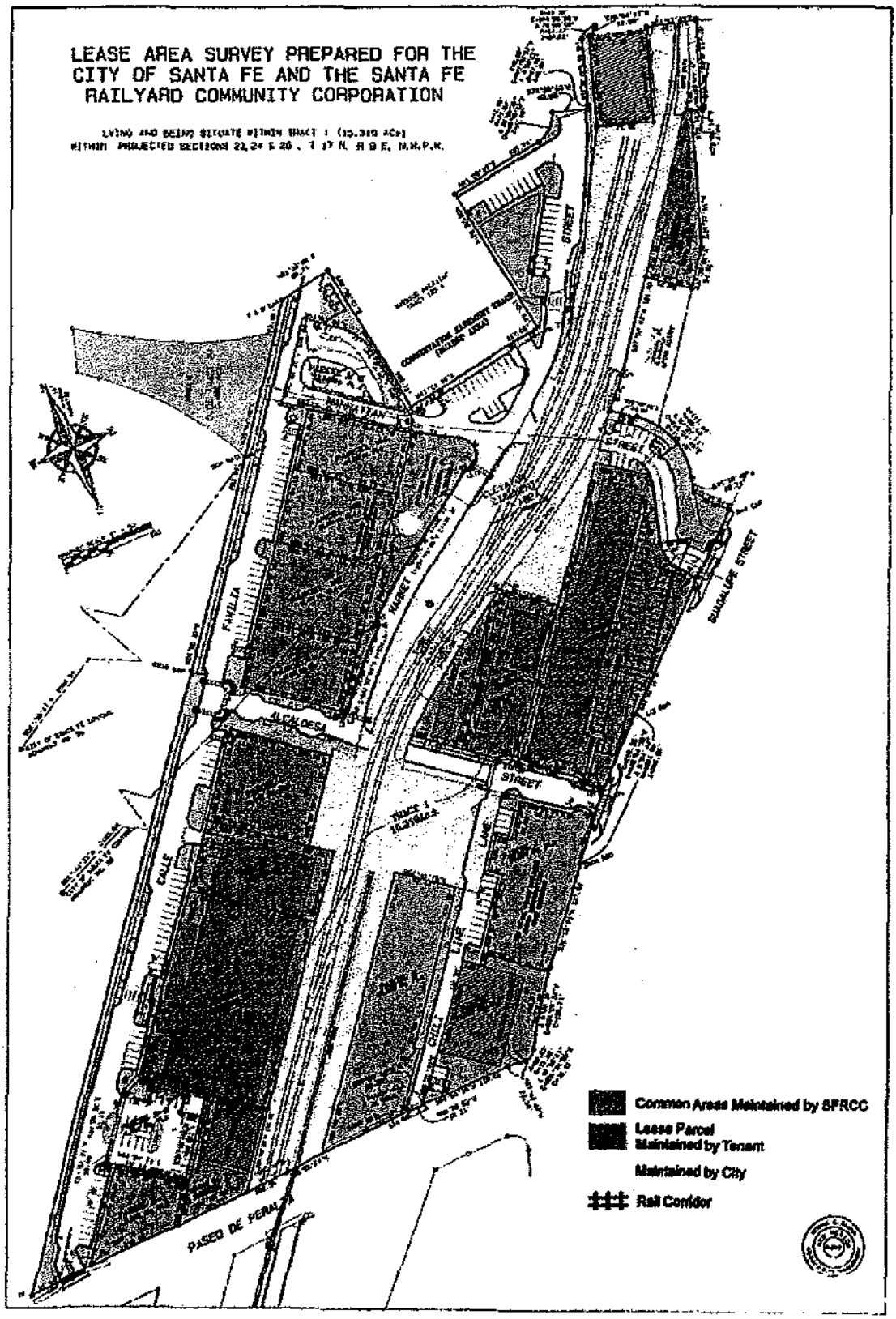
Notary Public

My commission expires:

SFC CLERK RECORDED 04/19/2013

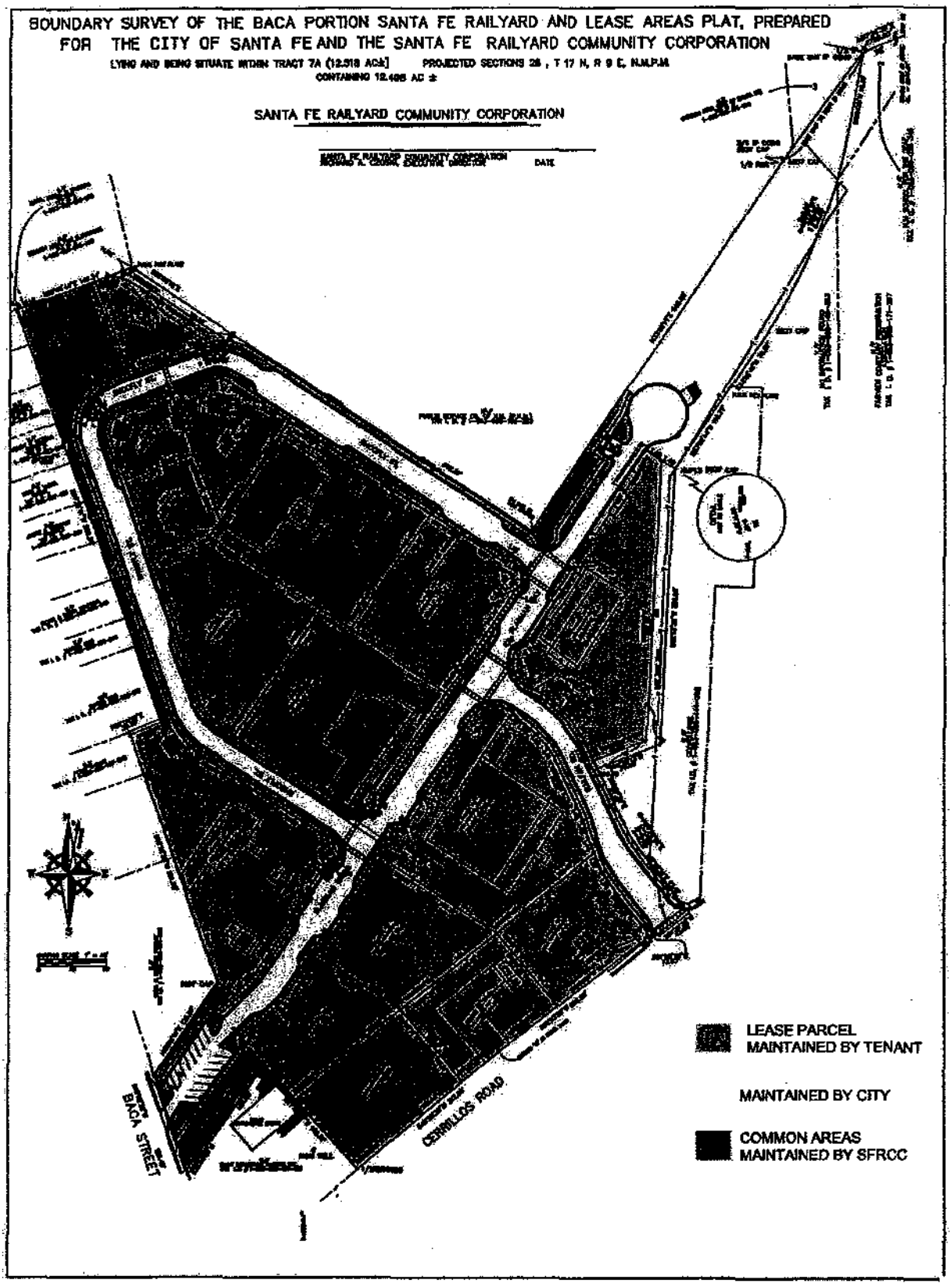
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/12/2013



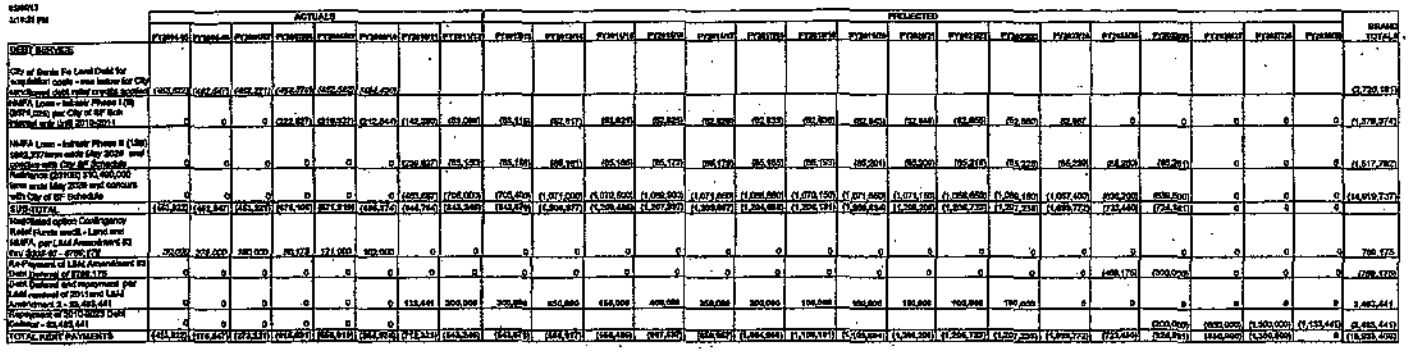
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 11/12/2012



SFC CLERK RECORDED 07/19/2011

Exhibit B - Rent Schedule - April 30, 2013



	ACTUALS								PROJECTED																
	FY2004-05	FY2005-06	FY2006-07	FY2007-08	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	GRAND TOTAL
DEBT SERVICES																									
City of Santa Fe Land Debt for acquisition costs - less Indirect for City enrollment debt relief credits applied	(463,472)	(467,647)	(465,371)	(469,219)	(462,563)	(464,420)																			(2,792,691)
NMFA Loans - Indirect Phase I (09) (2014 zero per City of SF sub principal until 2018-2021	0	0	0	(222,827)	(219,231)	(212,844)	(142,280)	(53,094)	(55,518)	(57,517)	(55,625)	(55,625)	(52,625)	(55,250)	(52,845)	(52,845)	(52,845)	(52,867)	(52,867)	0	0	0	0	0	(1,378,974)
NMFA Loan - Indirect Phase II (10) $662,377 from costs May 2009 and complies with City SF Schedule	0	0	0	0	0	0	(239,827)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,193)	(55,218)	(55,223)	(55,238)	(54,238)	(55,261)	0	0	0	(1,617,782)
Additional ($310K) $10,400,000 from costs May 2009 and concurs with City of SF Schedule	0	0	0	0	0	0	(400,687)	(705,000)	(705,450)	(1,071,200)	(1,012,600)	(1,099,900)	(1,073,600)	(1,068,800)	(1,073,150)	(1,071,400)	(1,071,100)	(1,068,450)	(1,068,150)	(1,057,400)	(936,200)	(636,500)	0	0	0	(14,619,737)
SUB-TOTAL	(463,472)	(467,647)	(465,371)	(692,046)	(681,794)	(677,264)	(782,774)	(813,287)	(815,161)	(1,183,910)	(1,123,418)	(1,210,718)	(1,181,418)	(1,179,243)	(1,181,188)	(1,179,438)	(1,179,138)	(1,176,510)	(1,176,235)	(1,165,623)	(1,044,438)	(734,738)	0	0	0	
Modified option Contingency Relief (funds credit - Land and NMFA, per Last Amendment #2 thru 2015-07 - $795,175)	793,032	378,000	380,000	80,173	121,000	302,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	795,175
Re-Payment of LBA Amendment #2 Debt (amount of $795,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(459,175)	(300,000)	0	0	0	(759,175)
Debt Deferred and repayment per Land revised of 2013 and Last Amendment 2 - $3,465,441	0	0	0	0	0	0	113,441	300,000	300,000	650,000	650,000	400,000	300,000	300,000	100,000	100,000	100,000	100,000	100,000	0	0	0	0	0	0	3,465,441
Repayment of $310-2025 Debt Forbear - $3,465,441	0	0	0	0	0	0																(300,000)	(600,000)	(1,500,000)	(1,133,441)	(3,465,441)
TOTAL RENT PAYMENTS	(463,472)	(116,647)	(273,371)	(612,873)	(560,819)	(374,264)	(782,774)	(513,287)	(515,161)	(533,910)	(473,418)	(560,718)	(881,418)	(879,243)	(1,081,188)	(1,079,438)	(1,079,138)	(1,076,510)	(1,076,235)	(1,165,623)	(1,044,438)	(734,738)	(600,000)	(1,500,000)	(1,133,441)	(16,933,409)

Reserve Commercial Lease and Management Agreement Amendment #2 January 2013 Amendment 2 Exhibit B 0 6 13.xls

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT NO. 2
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:03 AM
And Was Duly Recorded as Instrument # 1712348
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 07/18/2013

ITEM # 13-0521

CITY OF SANTA FE
AMENDMENT # 3 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 and Amendment #2 dated April 30, 2013 (hereinafter collectively referred to as the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on May 31, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to provide a mechanism for providing up to four hours parking at for patrons of the new cinema to be constructed in the Railyard to be paid for by the Non-profit in the future.

C. The City wishes to establish a parking rate for cinema patrons and a mechanism for the Non-profit to repay the City for cinema patron parking.

D. The Non-profit wishes to repay the City for the Rent Credits provided by the City for the Cinema Parcel ("Parcel G") from May, 2012 to the date the cinema parcels become rent bearing in accordance with a an agreed upon repayment schedule.

E. The City wishes to extend the Term of the Agreement to provide adequate time for the Non-profit to repay the payment deferrals granted to the Non-profit.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 6.16 of the Agreement:

"6.16 **Cinema Parking**. The City shall provide parking for up to four (4) continuous hours (no in-and-out privileges) for cinema patrons attending performances at the cinema to be constructed on Parcel G in the Railyard (hereinafter referred to as "Cinema Parking") under the following conditions to be paid for by the Non-profit in the future:

SFC CLERK RECORDED 07/25/2013

A. The four continuous hours of Cinema Parking shall be located in the Railyard underground parking garage; no surface parking will be provided under this Amendment.

B. On behalf of the cinema patrons, the Non-profit shall pay the City at the rate of one dollar ($1.00) per hour for up to four dollars ($4.00) for four (4) hours continuous parking. Any time in the garage in excess of four (4) hours shall be paid to the City by the cinema patrons themselves.

C. The total amount of Cinema Parking shall be calculated, in accordance with paragraph B. above, annually by: (i) the SFRCC and the Cinema owner providing to the City a statement or other evidence of the number of parking tickets that it validated for Cinema Parking for each calendar year and (ii) the City comparing the number of Cinema Parking tickets validated by the Cinema owner to the actual amount of Cinema Parking utilized as verified by the City's records. By January 15th of each year, SFRCC, on behalf of the Cinema owner, and the City will jointly issue a statement of the total amount of Cinema Parking hours times the rate per hour for the prior calendar year.

D. No later than January 15, 2030, the Non-Profit shall begin to pay the City for all owed and accrued amounts of Cinema Parking calculated in accordance with this Section 6.16. The Non-Profit shall also make annual payments to the City for sums accruing under paragraph B after December 31, 2029, for as long as a cinema is in operation of Parcel G, in accordance with an agreed upon schedule of payments.

E. For purposes of this Amendment, a cinema is defined as a venue where members of the public attend screenings of movies projected on a vertical screen. If Parcel G is primarily utilized for a use other than a cinema, the parking provisions of this Section 6.16 shall be null and void.

F. The Non-profit can terminate the terms of this Section 6.16 at any time by providing thirty (30) days written notice to the City. However, terminating the provisions of this Section shall not relieve the Non-profit from its obligation to pay the City for Cinema Parking incurred prior to the effective date of termination."

2. Delete in its entirety the first paragraph of Section 3.01 entitled "Term" and replace with the following:

   A. 3.01 Term – The term of the Agreement, as amended, shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on January 15, 2030 unless the term is extended pursuant to the Agreement.

3. Delete in its entirety the first paragraph of Section 4.01.3 and replace with the following:

   A. "4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company,

SFC CLERK RECORDED 07/18/2013

LLC for the Development Parcels. This reduction is a credit which must be repaid by the Non-profit to the City in accordance with a repayment schedule to be agreed upon no later than March 1, 2029. The credit shall be calculated on the following basis:...

4. Except as specifically provided in this Amendment #3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SIGNATURES BEGIN ON NEXT PAGE

SFC CLERK RECORDED 07/18/2013

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____
Geno Zamora, City Attorney 5/7/13

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk CC Mtg 6/26/13

Approved as to form:

_____ 6/27/13
Mr. Marcos A. Tapia, Finance Director

CITY CLERK RECORDED 07/19/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 3, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

SFC CLERK RECORDED 07/18/2013

LEASE & MANAGEMENT AGREEMENT CHRONOLOGY

Amendment No. 1 allowed for sale of the El Museo Building and increased the terms of parcel leases to fifty (50) years with options for an additional forty (40) years. (9/29/04).

Amendment No. 2 added the 3.5 acres of Plaza and Alameda north of Paseo de Peralta to SFRCC as leasehold premises and obligated SFRCC to manage the Railyard Plaza and Alameda with city approval. (10/27/04)

Amendment No .3 removed facilities for ingress and egress to parking garage, revised the parking garage completion date to July 1, 2006 (from July 1, 2004). Additionally, the amendment restructured future SFRCC operating profit to retire debt instead of requiring payment of 50% annual excess revenue to the city. This amendment also provided SFRCC with financial relief by deferring property debt service payments and allowed for additional debt relief from the city. (04/27/05)

Amendment No. 4 extended the completion of the Underground Parking garage from July 1, 2006 to January 1, 2008 and continues to allow for reduction of the payment of the Railyard acquisition and infrastructure financing debt due to the loss of revenue from the City's delay in completing the underground parking garage. This amendment also allowed for deletion of the land deeded by the City to the Oddfellows and to add the land that was received from the Oddfellows. (05/10/06)

Amendment No. 5, Extended the completion date of the Railyard Parking Garage to March 31, 2008, clarified the status of existing sublease upon termination or expiration of the Lease and Management Agreement, revises the definition of the Leasehold Premises to recognize the hike/bike trail in the Baca Street Area and widening the Alameda in the north Railyard, and addresses the methodology to allow the City to remove Affordable Housing units from the Leasehold Premises. (12/12/07)

Amendment No. 6 acknowledged sale/ leaseback of improvements on Railyard Parcel M-1, M-2, M-3, M-4, and G. (12/12/07).

Amendment No. 7 Revise Completion Date for the Railyard Underground Parking Garage; Remove Rail Line Corridor from the Leasehold; Define SFRCC responsibilities for the Park, Plaza and Alameda on the Conservation Easement; and Adjust Boundary of Leasehold Premises of Parcel B.

Amendment No. 8 Was approved in order to remove from SFRCC's leasehold premises the portion of the infrastructure constructed by SFRCC on behalf of the City including roads, sidewalks, street lights, and other utilities. This action would allow SFRCC's auditors to remove this $12.8 million asset from its accounting books. The City has been adding the infrastructure assets to its books as work was completed. Therefore, both the City and SFRCC was carrying the asset on their books.

SFC CLERK RECEIVED 07/18/2014

Amendment No. 1 was approved by the Mayor and City Council to extend the terms of the Lease and Management Agreement to June 30, 2027.

Amendment No. 2 was approved in March 2013 by the Mayor and City Council to increase the deferral amount for SFRCC.

The City Attorney approved Lease and Management Agreement Amendment No. 3 (See Attachment).

RECOMMENDED ACTION:

Please review and recommend to the Public Works Committee and City Council approval of the Railyard Lease and Management Agreement Amendment No. 3.

Attachments:
SFRCC Cover Letter
Lease and Management Agreement Amendment #3

SFC CLERK RECORDED 07/12/2013

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

May 7, 2013

Robert M. Siqueiros
Railyard Project Administrator
City of Santa Fe
PO Box 909
120 South Federal Place
Santa Fe, NM 87504-0909

Dear Bob,

After a rigorous RFP process, the Santa Fe Railyard Community Corporation ("SFRCC") has selected a cinema operator/developer for the Railyard. The successful bidder and the three others who submitted proposals required four (4) hours of free parking for their customers.

SFRCC is requesting that the Lease and Management Agreement be amended to allow SFRCC to meet this parking requirement under the following conditions:

- A cinema customer would receive a parking stub with the time they entered the underground parking garage. The customer would proceed to purchase a cinema ticket and have their parking stub endorsed by the cinema cashier. Each ticket would be endorsed for four (4) hours. Any time over 4 hours would be paid by the customer. This request involves garage parking only. No surface parking is included.

- The City will maintain records of the cinema parking through electronic means. By March 31 of each calendar year, the City will provide an accounting of the actual amount of free parking granted to cinema customers at the rate of $1.00 per hour up to a maximum of $4.00 per space. The City and SFRCC will agree on the amount and document it for future payment.

- Commencing in 2029, SFRCC shall repay the City for all actual cinema parking utilized. The annual amount to be paid to the City will be determined in early 2029 to pay the City for parking utilized from the opening of the cinema (anticipated to be the fourth quarter of 2014) to 2029.

- If the land parcel ceases to be used for a cinema, the agreement for free customer parking would be null and void.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyard.org

RECORDED 05/13/2013

– The amendment also includes a one-year extension of the term of the Lease and Management Agreement to provide for the first year of repayment for the parking.

Please see enclosed the draft of the Third Amendment to the Lease and Management Agreement for your review and approval. Please advise if you need additional information.

Thank you.

Sincerely,

Richard A. Czoski, CCIM, CPM
Executive Director

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT # 3
PAGES: 9

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:13:28 AM And Was Duly Recorded as Instrument # 1712344 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy
County Clerk, Santa Fe, NM

COUNTY CLERK RECORDED 07/18/2013

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

ITEM # 13-0980

CITY OF SANTA FE
AMENDMENT # 4 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on June1, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City leases premises which are part of the Leasehold Premises, Tract O, located at 410 South Guadalupe Street in Santa Fe, New Mexico and are comprised of land and the historic Depot building pursuant to that certain lease dated May 9, 2011, as amended by Amendments No. 1 dated July 31, 2012, and Amendment No. 2 dated June 1 ,2013, by and between the City of Santa Fe as Tenant and Santa Fe Railyard Community Corporation as Lessor (the "Depot Sublease").

C. The parties wish to provide a credit against the Rent owed by the Non-profit to the City under the Amended and Restated Lease and Management Agreement which is equal to the rent the City owes the Non-profit pursuant to the Depot Sublease referenced in B, above.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 4.01.4 of the Agreement:

> "4.01.4 In addition to the Rent Credit provided by Section 4.01.3 of Amendment #1 to the Amended and Restated Lease and Management Agreement, commencing on June 1, 2013 and continuing until the Depot Sublease by and between the Non-profit and the City for premises located at 410 South Guadalupe Street expires or is terminated, the City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligations to the City under the Railyard Lease and Management Agreement, as amended, as follows:

SFC CLERK RECORDED 10/17/2013

The City shall reduce the Fair Value Compensation owed by the Non-profit, as specified in Section 4.01.2, by the equivalent amount of Base Rent and Common Area Maintenance costs the Non-profit would have received from the City pursuant to the Depot Sublease. This Rent Credit shall be calculated on the following basis:

Component		**Amount**	**Period**
Base Rent		$ 2,789.12	6/01/13 to 12/31/13
CAM Rent		$ 250.16	6/01/13 to 12/31/13
	TOTAL	$ 3,039.28	

After 12/31/13, the Base Rent and CAM rent will be adjusted pursuant to the terms of the Depot Sublease."

2. Delete Exhibit B-Rent Schedule dated April 30, 2013 to Amendment #2 in its entirety. Insert new Exhibit B-Rent Schedule dated June 1, 2013.

Except as specifically provided in this Amendment #4, the Amended and Restated Lease and Management Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

Approved as to form:

_____
Geno Zamora, City Attorney 8/5/13

Approved as to form:

_____
Mr. Marcos A. Tapia, Finance Director 9/27/13

SFC CLERK RECORDED 10/17/2013

M:\Irene\Agreements\Amendment #4 SFRCC 9 19 13.doc

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires: September 8, 2016

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 7, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires:
February 13, 2016

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-13-2016

SFC CLERK RECORDED 10/17/2013

AMENDMENT

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2013 at 09:25:43 AM And Was Duly Recorded as Instrument # 1720837 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

Exhibit B - Rent Schedule - June 1, 2013

10/22/13
2:39:32 PM

	ACTUALS								PROJECTED																	GRAND
	FY2004-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	TOTALS
DEBT SERVICE																										
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(453,822)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																				(2,720,181)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	52,867	0	0	0	0	0	(1,378,374)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,687)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,737)
SUB-TOTAL	**(453,822)**	**(452,547)**	**(453,221)**	**(676,106)**	**(671,919)**	**(666,974)**	**(845,764)**	**(843,248)**	**(843,670)**	**(1,208,977)**	**(1,208,486)**	**(1,207,897)**	**(1,209,657)**	**(1,204,668)**	**(1,208,181)**	**(1,209,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(724,861)**	**0**	**0**	**0**	
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	**133,441**	**300,000**	**300,000**	**650,000**	**650,000**	**400,000**	**350,000**	**200,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**0**	**0**	**0**	**0**	**0**	**0**	3,483,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0																(200,000)	(850,000)	(1,300,000)	(1,133,441)	(3,483,441)
TOTAL RENT PAYMENTS	**(423,822)**	**(176,547)**	**(273,221)**	**(615,931)**	**(550,919)**	**(564,974)**	**(712,323)**	**(543,248)**	**(543,670)**	**(558,977)**	**(558,486)**	**(807,897)**	**(859,657)**	**(1,004,668)**	**(1,108,181)**	**(1,109,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(924,861)**	**(850,000)**	**(1,300,000)**	**0**	(18,933,468)

NOTES

1. In addition to the deferrals specified above, the following credits should be applied to the Rent payable by the non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4.

ITEM # 15-1031e

CITY OF SANTA FE
AMENDMENT No. 5 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment No. 1 dated May 18, 2012, Amendment No. 2 dated April 30, 2013, and Amendment No. 3 dated May 31, 2013 and Amendment No. 4 dated June 1, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on September 10, 2015.

RECITALS:

WHEREAS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement; and

B. The parties wish to clarify that all subleases entered into by the Non-profit shall be assigned to the City when the Agreement expires.

AGREEMENT:

Pursuant to Section 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit hereby agree to amend the Agreement as follows:

1. Add a sentence (beginning "In the event of termination or expiration of this Agreement...") after the first sentence of Section 7.03 so that the Section reads in its entirety:

"**7.03 Assignment to the City** In the event of the occurrence of any Event of Default, or prior to any election by the Non-profit to opt out of this Agreement pursuant to section 7.02 each party shall have the right to give a written notice to the other party and any person known to a party to have a mortgage or similar interest in the Non-profit's leasehold, subject to the limitations set forth in this Agreement that, on the date specified in such notice which shall be at least 60 days following the date of the notice, all of the Non-profit's interest under this Agreement shall be assigned to the City unless on or before such date all arrears of rent and all other sums payable by Non-profit under this Agreement and all costs and expenses incurred by or on behalf of City hereunder shall have been paid by Non-profit and all other Events of Default at the time existing shall have been remedied to the satisfaction of City. In the event of termination or expiration of this Agreement, the Non-profit's interest under this Agreement shall automatically be transferred and assigned to the City. If the Non-profit's

interest hereunder is transferred and assigned to the City, that interest shall not merge with the City's fee ownership of the land to the extent that and for so long as the Non-profit's interest, and that of any sublessee from the Non-profit, at the time of transfer, was subject to any leasehold mortgage, pledge, assignment of rents and profits, or other security interest, and the City shall assume the Non-profit's position and obligations hereunder. To the extent the Non-profit's interest merges with the City's fee ownership, the City shall recognize all tenants under subleases with the Non-profit as its tenants and those tenants shall attorn to the City as landlord. The remedy provided in this section 7.03 is in lieu of termination but is not intended to preclude any other remedies, including termination of this Agreement and retaking of the Leasehold Premises, available to the City."

2. Agreement in Full Force. Except as specifically provided in this Amendment No. 5, all other terms and conditions of the Agreement remain unchanged and in full force and effect, in accordance with their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 as of the date set forth below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration #15-00097164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
OC mtg. 9/30/15

Approved as to Form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____
Oscar S. Rodriguez, Finance Director

CITY CLERK RECORDED 10/23/2015

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on October 16, 2015, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on October 21, 2015, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires:

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 10/23/2015

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENET NO. 5
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of October, 2015 at 11:21:46 AM And Was Duly Recorded as Instrument # 1777909 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

ITEM # 16-0023

CITY OF SANTA FE
AMENDMENT # 6 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, and Amendment #5 dated September 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on December 1, 2015.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include what was formerly known as "Parcel W" located at 705 Alarid Street. Parcel W was added to the Deed of Conservation Easement on November 3, 2014.

D. The parties wish to remove Parcel W, located at 705 Alarid Street, from the description of the Leasehold Premises.

E. The City wishes to add parcels A-3 and A-4 to the description of the Leasehold Premises.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"2.01 **Grant of Lease Premises** The City hereby enters into this Agreement with the Non-profit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation

Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from that garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No. 2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated December 1, 2015, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Exhibit B entitled "Rent Schedule" dated April 30, 2013 and replace with the enclosed Exhibit B entitled "Rent Schedule" dated December 1, 2015.

3. Delete in its entirety Exhibit C entitled "Maintenance Responsibilities" dated April 30, 2013 and replace with the enclosed Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015. Upon the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building, the maintenance of Parcel A-4 shall become the responsibility of the sublease tenant.

Except as specifically provided in this Amendment #6, 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 #6 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 15-00097164

City:

CITY OF SANTA FE

By _____
Javier Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
CC mtg. 1/13/16

Approved as to form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____ 1-20-2016
Oscar Rodriguez, Finance Director

COUNTY CLERK
SANTA FE COUNTY NEW MEXICO
GERALDINE SALAZAR

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 25TH Day Of January, 2016 at 12:05:30 PM
And Was Duly Recorded as Instrument # 1784759
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

SC CLERK RECORDED 01/25/2016

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on January 15, 2016, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4-23-18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

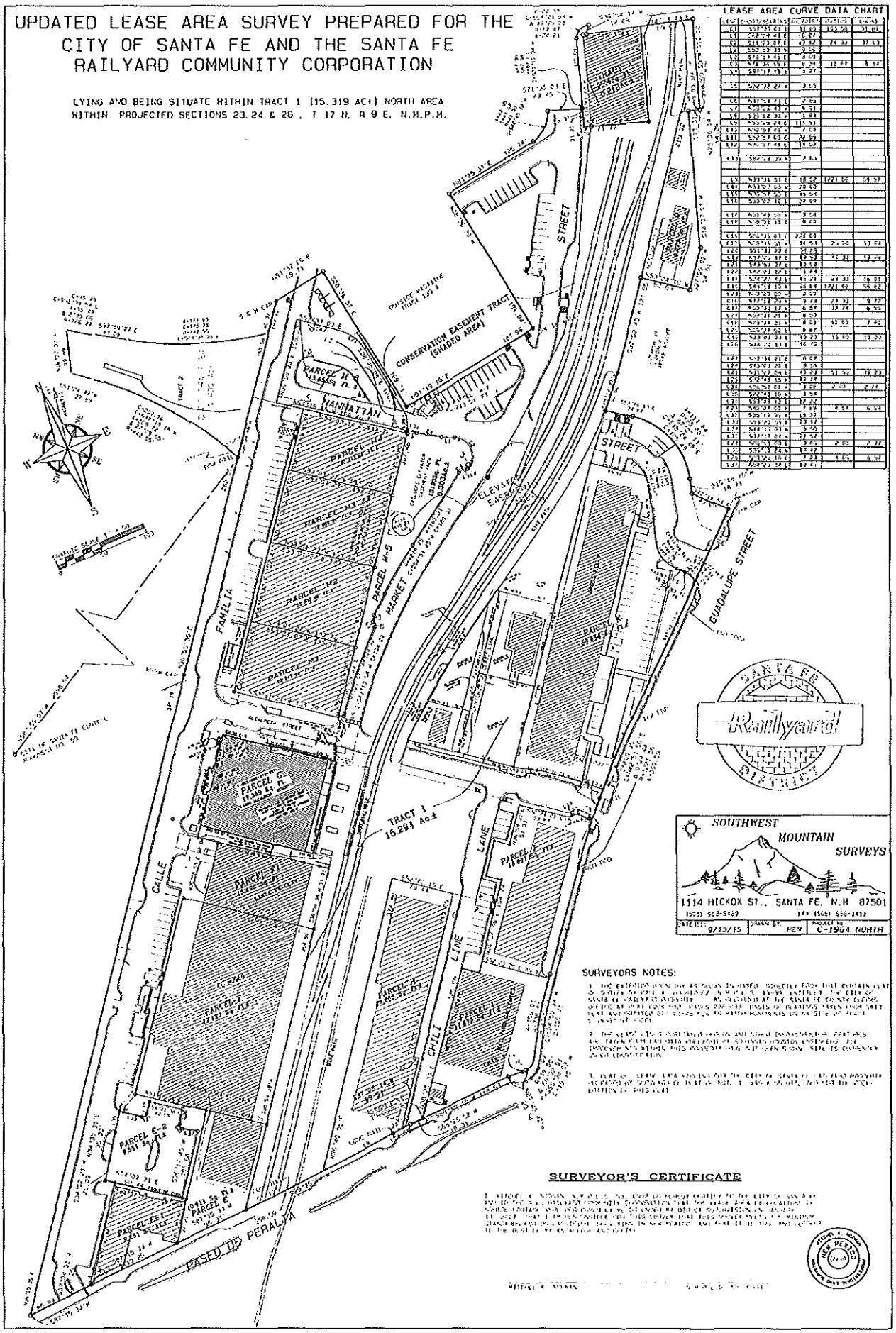
My commission expires:

CITY RECORDED 01/25/2016

OFFICIAL RECORDS OF SANTA FE COUNTY
01/25/2016 03:45:25 PM
Pages: 3

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.



LEASE AREA CURVE DATA CHART

CURVE	CURVE DATA	RADIUS	ARC LENGTH	CHORD
C1	S53°36'41"E	31.83	103.56	31.83
C2	S18°08'48"E	15.83		
C3	S11°22'07"E	43.17	24.33	37.63
L1	S52°53'31"W	9.56		
L2	S35°54'33"E	1.83		
L3	S78°53'45"E	3.19		
L4	N78°36'15"E	6.29	13.83	5.17
L5	S81°12'45"E	5.27		
L6	S52°32'27"E	3.65		
L7	N31°54'44"E	2.85		
L8	N53°24'45"W	6.31		
L9	S35°54'33"E	11.83		
L10	S55°25'24"E	111.31		
L11	N52°37'45"W	7.03		
L12	S52°37'45"E	22.55		
L13	N36°37'45"W	14.50		
L14	S82°24'28"W	2.85		
L15	N37°31'51"E	18.52	1021.56	58.32
L16	N53°02'45"W	29.00		
L17	N35°57'55"E	49.54		
L18	S53°02'15"E	32.09		
L19	N53°45'45"W	3.58		
L20	N29°31'15"E	9.00		
L21	S36°31'01"E	228.61		
L22	N58°19'51"E	14.51	23.00	13.84
L23	S51°32'22"E	34.75		
L24	S47°04'15"E	13.93	42.33	13.46
L25	S29°51'37"E	13.58		
L26	S42°03'32"E	3.44		
L27	S24°22'41"E	15.21	21.33	16.81
L28	S40°18'15"E	33.84	1021.56	58.62
L29	N53°05'53"W	9.59		
L30	N37°18'27"E	3.74	24.33	4.27
L31	N53°31'17"W	6.57	33.74	6.55
L32	S29°51'37"E	8.00		
L33	N29°51'37"W	8.00		
L34	N53°31'37"W	8.51	15.65	7.45
L35	S35°31'23"W	0.87		
L36	N31°01'31"E	19.23	15.65	13.37
L37	N58°03'31"E	14.76		
L38	S32°31'21"E	0.62		
L39	S13°53'28"E	9.55		
L40	S31°02'54"E	27.37	51.94	19.23
L41	S72°49'15"E	13.74		
L42	S76°53'08"W	3.80	2.83	2.31
L43	S72°49'15"E	3.56		
L44	S53°31'37"E	12.26		
L45	S40°37'05"E	7.18	4.87	4.54
L46	S36°18'32"W	15.10		
L47	S53°02'15"E	23.17		
L48	S44°12'31"W	5.42		
L49	S37°18'27"E	22.37		
L50	S36°55'33"W	3.05	2.83	2.31
L51	S53°19'24"E	12.49		
L52	S72°49'15"E	7.23	4.87	4.54
L53	S17°54'38"E	19.45		

SURVEYORS NOTES:

1. [illegible]

2. [illegible]

3. [illegible]

SURVEYOR'S CERTIFICATE

I, [illegible]

SFC CLERK RECORDED 01/25/2018

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.M.

PASEO DE PERALTA

PARCEL A1
18,009 Sq. Ft.±

PARCEL A2
18,511 Sq. Ft.±

PARCEL A3
18,511 Sq. Ft.±

PARCEL B
41,240 Sq. Ft.±

CONSERVATION EASEMENT

TRACT 5
0.856AC±

PARCEL A3 BOUNDARY

L.INC	CHORD/BEARING	ARC/DIST	RADIUS	CHORD
1	N01°53'13" W	21.00'		
2	S87°04'57" W	11.06'		
3	N01°53'13" W	4.74'		
4	S87°04'57" W	12.00'		
5	S01°53'13" E	4.74'		
6	S87°04'57" W	12.00'		
7	N01°53'13" W	14.00'		
8	N87°04'57" E	12.00'		
9	N01°53'13" W	4.74'		
10	N87°04'57" E	12.00'		
11	S01°53'13" E	4.74'		
12	N87°04'57" E	11.06'		
13	S01°53'13" E	21.00'		

SOUTH RAILYARD BOUNDARY

L.ENC	BEARING	DISTANCE
L1	N/A	N/A
L2	N/A	N/A
L3	N/A	N/A
L4	N/A	N/A
L5	N/A	N/A
L6	N/A	N/A
L7	N/A	N/A
L8	N/A	N/A
L9	N/A	N/A
L10	N/A	N/A
L11	N/A	N/A
L12	N/A	N/A

LEGEND:

- EXTERIOR BOUNDARY
- MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- OVERHEAD WIRES

SURVEYORS NOTES:

1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY MARL A. RODRIGUEZ N.M.P.L.S. 13609, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY" AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AS PLAT BOOK 512, PAGES 038-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 00°-06'-48" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5. (R&B: "S" =000)

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE BEEN SHOWN UNLESS OTHERWISE NOTED

3. PLAT OF "LEASE AREA MAPPING 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, MICHAEL R. NORMAN, N.M.P.L.S. 14, AM ABOVE DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES HERE SHOWN WERE BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 20, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNADJUSTED SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL R. NORMAN, N.M.P.L.S. NO. 14

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501

DATE: 08/20/15 | DRAWN BY: MRN | CUSTOM S. LEASE

SFC CLERK RECORDED 01/25/2016

UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N. R 9 E. N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. "ZIGGY" CZIGLER, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES

1. BASIS OF BEARINGS: GRID BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY BY 0.999670.

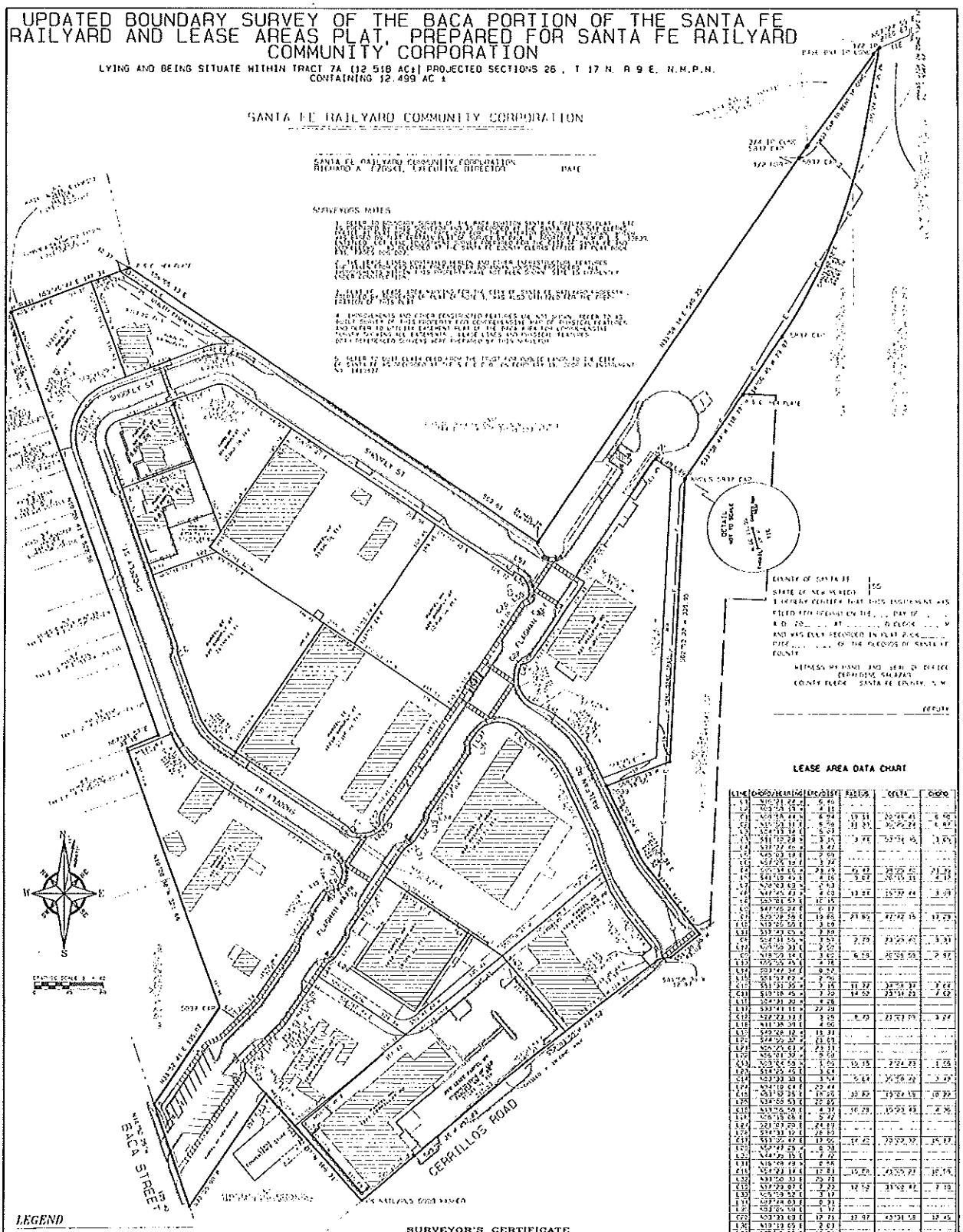
2. THE LOCATIONS SHOWN HEREON ARE BASED ON FIELD SURVEY PERFORMED BY SOUTHWEST MOUNTAIN SURVEYS.

3. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

4. IMPROVEMENTS AND OTHER FEATURES ARE NOT SHOWN HEREON IN ORDER TO BE CLEAR AS TO THE PROPERTY LINES CONFIGURATION. FOR INFORMATION REGARDING IMPROVEMENTS AND OTHER FEATURES, REFER TO EXISTING SURVEY PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION AND/OR TO EXISTING EASEMENT PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION.

5. SOME OF THE EASEMENTS AND LEASE AREAS SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.

6. SOME OF THE BOUNDARY LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION AND DO NOT REPRESENT A FIELD SURVEY.



COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ... DAY OF ... A.D. 20... AT ... O'CLOCK ... M. AND WAS DULY RECORDED IN PLAT BOOK ... PAGE ... OF THE RECORDS OF SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
DEPUTY
COUNTY CLERK, SANTA FE COUNTY, N.M.

LEASE AREA DATA CHART

LINE	BEARING/ANGLE	DIST	RADIUS	DELTA	CHORD
L1	N16°11'22"W	6.46			
L2	N03°49'15"E	8.11			
C1	N43°54'11"E	8.94	10.00	51°14'47"	8.65
L3	N69°31'46"E	8.78	10.00	50°19'24"	8.50
L4	S37°07'46"E	5.93			
L5	S51°10'29"W	5.35	3.95	77°34'16"	4.95
L6	S37°07'46"E	5.42			
L7	N51°10'29"E	2.91			
L8	S67°05'14"E	3.74			
C2	S22°54'46"W	23.19	15.00	88°35'22"	20.94
C3	S61°18'23"E	4.18	3.95	60°38'38"	3.99
L9	N39°03'53"E	2.63			
C4	N61°45'47"E	2.63	10.00	15°04'44"	2.62
L10	S51°10'29"W	12.45			
L11	S61°18'23"E	6.17			
C5	S25°28'26"E	19.85	87.00	13°04'15"	19.80
C6	N33°05'03"E	3.69			
C7	N33°05'03"E	3.69			
C8	S61°18'23"E	3.93	2.79	80°41'41"	3.61
L12	N51°10'29"E	2.00			
C9	N18°57'39"W	3.60	6.58	31°22'59"	3.55
L13	N06°56'19"E	4.78			
L14	S83°47'34"E	9.42			
L15	N51°10'29"E	2.00			
C10	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C11	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L16	S51°10'29"W	4.06			
L17	S38°49'31"E	4.00			
C12	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L18	N61°18'23"W	4.00			
L19	S38°49'31"E	13.31			
L20	S51°10'29"W	21.67			
L21	N06°56'19"E	23.31			
L22	N06°01'39"E	9.98			
L23	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C13	S19°18'45"E	3.64			
C14	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L24	N51°10'29"E	29.44			
C15	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L25	S38°55'55"E	22.85			
C16	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L26	N06°56'19"E	25.47			
L27	S83°03'41"E	24.67			
L28	S06°56'19"W	23.31			
C17	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L29	N38°49'31"W	2.38			
L30	N06°56'19"E	7.72			
L31	N38°49'31"W	8.55			
C18	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L32	S38°55'55"E	25.73			
C19	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L33	N51°10'29"E	2.17			
L34	S38°49'31"E	8.37			
L35	S51°10'29"W	2.17			
C20	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L36	N38°49'31"W	8.00			
L37	S51°10'29"W	19.74			
C21	N33°05'03"E	3.69			
C22	N33°05'03"E	3.69			
L38	N51°10'29"E	2.00			
C23	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C24	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L39	S51°10'29"W	4.06			
L40	S38°49'31"E	4.00			
C25	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L41	N61°18'23"W	4.00			
L42	S38°49'31"E	13.31			
L43	S51°10'29"W	21.67			
L44	N06°56'19"E	23.31			
L45	N06°01'39"E	9.98			
C26	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C27	S19°18'45"E	3.64			
C28	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L46	N51°10'29"E	29.44			
C29	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L47	S38°55'55"E	22.85			
C30	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L48	N06°56'19"E	25.47			
L49	S83°03'41"E	24.67			
L50	S06°56'19"W	23.31			
C31	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L51	N38°49'31"W	2.38			
L52	N06°56'19"E	7.72			
L53	N38°49'31"W	8.55			
C32	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L54	S38°55'55"E	25.73			
C33	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L55	N51°10'29"E	2.17			
L56	S38°49'31"E	8.37			
L57	S51°10'29"W	2.17			
C34	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L58	N38°49'31"W	8.00			
L59	S51°10'29"W	19.74			
C35	N33°05'03"E	3.69			
C36	N33°05'03"E	3.69			
L60	N51°10'29"E	2.00			
C37	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C38	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L61	S51°10'29"W	4.06			
L62	S38°49'31"E	4.00			
C39	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L63	N61°18'23"W	4.00			
L64	S38°49'31"E	13.31			
L65	S51°10'29"W	21.67			
L66	N06°56'19"E	23.31			
L67	N06°01'39"E	9.98			
C40	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C41	S19°18'45"E	3.64			
C42	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L68	N51°10'29"E	29.44			
C43	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L69	S38°55'55"E	22.85			
C44	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L70	N06°56'19"E	25.47			
L71	S83°03'41"E	24.67			
L72	S06°56'19"W	23.31			
C45	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L73	N38°49'31"W	2.38			
L74	N06°56'19"E	7.72			
L75	N38°49'31"W	8.55			
C46	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L76	S38°55'55"E	25.73			
C47	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L77	N51°10'29"E	2.17			
L78	S38°49'31"E	8.37			
L79	S51°10'29"W	2.17			
C48	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L80	N38°49'31"W	8.00			
L81	S51°10'29"W	19.74			
C49	N33°05'03"E	3.69			
C50	N33°05'03"E	3.69			
L82	N51°10'29"E	2.00			
C51	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C52	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L83	S51°10'29"W	4.06			
L84	S38°49'31"E	4.00			
C53	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L85	N61°18'23"W	4.00			
L86	S38°49'31"E	13.31			
L87	S51°10'29"W	21.67			
L88	N06°56'19"E	23.31			
L89	N06°01'39"E	9.98			
C54	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C55	S19°18'45"E	3.64			
C56	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L90	N51°10'29"E	29.44			
C57	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L91	S38°55'55"E	22.85			
C58	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L92	N06°56'19"E	25.47			
L93	S83°03'41"E	24.67			
L94	S06°56'19"W	23.31			
C59	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L95	N38°49'31"W	2.38			
L96	N06°56'19"E	7.72			
L97	N38°49'31"W	8.55			
C60	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L98	S38°55'55"E	25.73			
C61	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L99	N51°10'29"E	2.17			
L100	S38°49'31"E	8.37			
L101	S51°10'29"W	2.17			
C62	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L102	N38°49'31"W	8.00			
L103	S51°10'29"W	19.74			
C63	N33°05'03"E	3.69			
C64	N33°05'03"E	3.69			
L104	N51°10'29"E	2.00			
C65	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C66	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L105	S51°10'29"W	4.06			
L106	S38°49'31"E	4.00			
C67	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L107	N61°18'23"W	4.00			
L108	S38°49'31"E	13.31			
L109	S51°10'29"W	21.67			
L110	N06°56'19"E	23.31			
L111	N06°01'39"E	9.98			
C68	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C69	S19°18'45"E	3.64			
C70	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L112	N51°10'29"E	29.44			
C71	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L113	S38°55'55"E	22.85			
C72	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L114	N06°56'19"E	25.47			
L115	S83°03'41"E	24.67			
L116	S06°56'19"W	23.31			
C73	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L117	N38°49'31"W	2.38			
L118	N06°56'19"E	7.72			
L119	N38°49'31"W	8.55			
C74	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L120	S38°55'55"E	25.73			
C75	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L121	N51°10'29"E	2.17			
L122	S38°49'31"E	8.37			
L123	S51°10'29"W	2.17			
C76	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L124	N38°49'31"W	8.00			
L125	S51°10'29"W	19.74			
C77	N33°05'03"E	3.69			
C78	N33°05'03"E	3.69			
L126	N51°10'29"E	2.00			
C79	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C80	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L127	S51°10'29"W	4.06			
L128	S38°49'31"E	4.00			
C81	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L129	N61°18'23"W	4.00			
L130	S38°49'31"E	13.31			
L131	S51°10'29"W	21.67			
L132	N06°56'19"E	23.31			
L133	N06°01'39"E	9.98			
C82	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C83	S19°18'45"E	3.64			
C84	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L134	N51°10'29"E	29.44			
C85	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L135	S38°55'55"E	22.85			
C86	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L136	N06°56'19"E	25.47			
L137	S83°03'41"E	24.67			
L138	S06°56'19"W	23.31			
C87	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L139	N38°49'31"W	2.38			
L140	N06°56'19"E	7.72			
L141	N38°49'31"W	8.55			
C88	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L142	S38°55'55"E	25.73			
C89	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L143	N51°10'29"E	2.17			
L144	S38°49'31"E	8.37			
L145	S51°10'29"W	2.17			
C90	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L146	N38°49'31"W	8.00			
L147	S51°10'29"W	19.74			
C91	N33°05'03"E	3.69			
C92	N33°05'03"E	3.69			
L148	N51°10'29"E	2.00			
C93	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C94	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L149	S51°10'29"W	4.06			
L150	S38°49'31"E	4.00			
C95	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L151	N61°18'23"W	4.00			
L152	S38°49'31"E	13.31			
L153	S51°10'29"W	21.67			
L154	N06°56'19"E	23.31			
L155	N06°01'39"E	9.98			
C96	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C97	S19°18'45"E	3.64			
C98	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L156	N51°10'29"E	29.44			
C99	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L157	S38°55'55"E	22.85			
C100	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L158	N06°56'19"E	25.47			
L159	S83°03'41"E	24.67			
L160	S06°56'19"W	23.31			
C101	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L161	N38°49'31"W	2.38			
L162	N06°56'19"E	7.72			
L163	N38°49'31"W	8.55			
C102	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L164	S38°55'55"E	25.73			
C103	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L165	N51°10'29"E	2.17			
L166	S38°49'31"E	8.37			
L167	S51°10'29"W	2.17			
C104	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L168	N38°49'31"W	8.00			
L169	S51°10'29"W	19.74			
C105	N33°05'03"E	3.69			
C106	N33°05'03"E	3.69			
L170	N51°10'29"E	2.00			
C107	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C108	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L171	S51°10'29"W	4.06			
L172	S38°49'31"E	4.00			
C109	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L173	N61°18'23"W	4.00			
L174	S38°49'31"E	13.31			
L175	S51°10'29"W	21.67			
L176	N06°56'19"E	23.31			
L177	N06°01'39"E	9.98			
C110	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C111	S19°18'45"E	3.64			
C112	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L178	N51°10'29"E	29.44			
C113	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L179	S38°55'55"E	22.85			
C114	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L180	N06°56'19"E	25.47			
L181	S83°03'41"E	24.67			
L182	S06°56'19"W	23.31			
C115	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L183	N38°49'31"W	2.38			
L184	N06°56'19"E	7.72			
L185	N38°49'31"W	8.55			
C116	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L186	S38°55'55"E	25.73			
C117	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L187	N51°10'29"E	2.17			
L188	S38°49'31"E	8.37			
L189	S51°10'29"W	2.17			
C118	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L190	N38°49'31"W	8.00			
L191	S51°10'29"W	19.74			
C119	N33°05'03"E	3.69			
C120	N33°05'03"E	3.69			
L192	N51°10'29"E	2.00			
C121	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C122	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L193	S51°10'29"W	4.06			
L194	S38°49'31"E	4.00			
C123	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L195	N61°18'23"W	4.00			
L196	S38°49'31"E	13.31			
L197	S51°10'29"W	21.67			
L198	N06°56'19"E	23.31			
L199	N06°01'39"E	9.98			
C124	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C125	S19°18'45"E	3.64			
C126	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L200	N51°10'29"E	29.44			
C127	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L201	S38°55'55"E	22.85			
C128	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L202	N06°56'19"E	25.47			
L203	S83°03'41"E	24.67			
L204	S06°56'19"W	23.31			
C129	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L205	N38°49'31"W	2.38			
L206	N06°56'19"E	7.72			
L207	N38°49'31"W	8.55			
C130	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L208	S38°55'55"E	25.73			
C131	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L209	N51°10'29"E	2.17			
L210	S38°49'31"E	8.37			
L211	S51°10'29"W	2.17			
C132	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L212	N38°49'31"W	8.00			
L213	S51°10'29"W	19.74			
C133	N33°05'03"E	3.69			
C134	N33°05'03"E	3.69			
L214	N51°10'29"E	2.00			
C135	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C136	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L215	S51°10'29"W	4.06			
L216	S38°49'31"E	4.00			
C137	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L217	N61°18'23"W	4.00			
L218	S38°49'31"E	13.31			
L219	S51°10'29"W	21.67			
L220	N06°56'19"E	23.31			
L221	N06°01'39"E	9.98			
C138	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C139	S19°18'45"E	3.64			
C140	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L222	N51°10'29"E	29.44			
C141	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L223	S38°55'55"E	22.85			
C142	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L224	N06°56'19"E	25.47			
L225	S83°03'41"E	24.67			
L226	S06°56'19"W	23.31			
C143	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L227	N38°49'31"W	2.38			
L228	N06°56'19"E	7.72			
L229	N38°49'31"W	8.55			
C144	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L230	S38°55'55"E	25.73			
C145	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L231	N51°10'29"E	2.17			
L232	S38°49'31"E	8.37			
L233	S51°10'29"W	2.17			
C146	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L234	N38°49'31"W	8.00			
L235	S51°10'29"W	19.74			
C147	N33°05'03"E	3.69			
C148	N33°05'03"E	3.69			
L236	N51°10'29"E	2.00			
C149	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C150	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L237	S51°10'29"W	4.06			
L238	S38°49'31"E	4.00			
C151	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L239	N61°18'23"W	4.00			
L240	S38°49'31"E	13.31			
L241	S51°10'29"W	21.67			
L242	N06°56'19"E	23.31			
L243	N06°01'39"E	9.98			
C152	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C153	S19°18'45"E	3.64			
C154	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L244	N51°10'29"E	29.44			
C155	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L245	S38°55'55"E	22.85			
C156	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L246	N06°56'19"E	25.47			
L247	S83°03'41"E	24.67			
L248	S06°56'19"W	23.31			
C157	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L249	N38°49'31"W	2.38			
L250	N06°56'19"E	7.72			
L251	N38°49'31"W	8.55			
C158	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L252	S38°55'55"E	25.73			
C159	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L253	N51°10'29"E	2.17			
L254	S38°49'31"E	8.37			
L255	S51°10'29"W	2.17			
C160	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L256	N38°49'31"W	8.00			
L257	S51°10'29"W	19.74			
C161	N33°05'03"E	3.69			
C162	N33°05'03"E	3.69			
L258	N51°10'29"E	2.00			
C163	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C164	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L259	S51°10'29"W	4.06			
L260	S38°49'31"E	4.00			
C165	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L261	N61°18'23"W	4.00			
L262	S38°49'31"E	13.31			
L263	S51°10'29"W	21.67			
L264	N06°56'19"E	23.31			
L265	N06°01'39"E	9.98			
C166	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C167	S19°18'45"E	3.64			
C168	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L266	N51°10'29"E	29.44			
C169	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L267	S38°55'55"E	22.85			
C170	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L268	N06°56'19"E	25.47			
L269	S83°03'41"E	24.67			
L270	S06°56'19"W	23.31			
C171	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L271	N38°49'31"W	2.38			
L272	N06°56'19"E	7.72			
L273	N38°49'31"W	8.55			
C172	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L274	S38°55'55"E	25.73			
C173	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L275	N51°10'29"E	2.17			
L276	S38°49'31"E	8.37			
L277	S51°10'29"W	2.17			
C174	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L278	N38°49'31"W	8.00			
L279	S51°10'29"W	19.74			
C175	N33°05'03"E	3.69			
C176	N33°05'03"E	3.69			
L280	N51°10'29"E	2.00			
C177	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C178	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L281	S51°10'29"W	4.06			
L282	S38°49'31"E	4.00			
C179	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L283	N61°18'23"W	4.00			
L284	S38°49'31"E	13.31			
L285	S51°10'29"W	21.67			
L286	N06°56'19"E	23.31			
L287	N06°01'39"E	9.98			
C180	N03°56'09"E	1.53	10.15	2°54'23"	1.53
C181	S19°18'45"E	3.64			
C182	S22°22'33"E	3.54	8.69	23°20'32"	3.51
L288	N51°10'29"E	29.44			
C183	N51°10'29"E	17.28	10.85	91°14'55"	15.52
L289	S38°55'55"E	22.85			
C184	N33°56'19"E	8.31	10.28	15°03'48"	8.06
L290	N06°56'19"E	25.47			
L291	S83°03'41"E	24.67			
L292	S06°56'19"W	23.31			
C185	S51°10'29"W	17.95	11.45	89°49'32"	15.89
L293	N38°49'31"W	2.38			
L294	N06°56'19"E	7.72			
L295	N38°49'31"W	8.55			
C186	N51°10'29"E	17.81	10.28	99°15'23"	15.76
L296	S38°55'55"E	25.73			
C187	S22°22'33"E	3.20	8.73	21°53'59"	3.18
L297	N51°10'29"E	2.17			
L298	S38°49'31"E	8.37			
L299	S51°10'29"W	2.17			
C188	N51°10'29"E	19.74	11.37	99°31'58"	17.45
L300	N38°49'31"W	8.00			
L301	S51°10'29"W	19.74			
C189	N33°05'03"E	3.69			
C190	N33°05'03"E	3.69			
L302	N51°10'29"E	2.00			
C191	S61°18'23"E	7.76	11.37	39°08'37"	7.61
C192	S19°18'45"E	7.39	14.50	29°11'23"	7.31
L303	S51°10'29"W	4.06			
L304	S38°49'31"E	4.00			
C193	S22°22'33"E	3.19	8.73	21°53'59"	3.17
L305	N61°18'23"W	4.00			

City of Santa Fe
NEWS RELEASE

Second Public Meeting on Short-Term Rentals

Opportunity To Provide Input On City Approach To Booming Rental Market

January 20, 2015

For Immediate Release

Contact: John Feins, TOURISM Santa Fe; jgfeins@santafenm.gov, (505) 955-6221

Santa Fe, NM – After a successful and well-attended public meeting on January 7th, the City of Santa Fe is holding a second meeting to give folks who could not make it the first time an opportunity to comment on the City's approach to the short term rental market.

A recent staff report to the Santa Fe City Council determined that in spite of a 350 permit limitation on short term rentals in the existing Short Term Rental Ordinance, there appear to be more than 1,000 in operation with 439 being offered through AirBnB alone.

Interested parties have the opportunity to provide feedback on the report, short term rentals in general, and the remedial solutions under consideration at an informal meeting on **Thursday, January 28 at 5:00pm** in the Peralta Room at The Santa Fe Community Convention Center.

This is the second in the series of public meetings, intended to give those who could not attend the first a chance to voice their concerns. Input received at the first meeting will be combined with input received at this one and reported to the City Council on February 10th.

###

SFC CLERK RECORDED 01/25/2016

Exhibit B - Rent Schedule - December 1, 2015

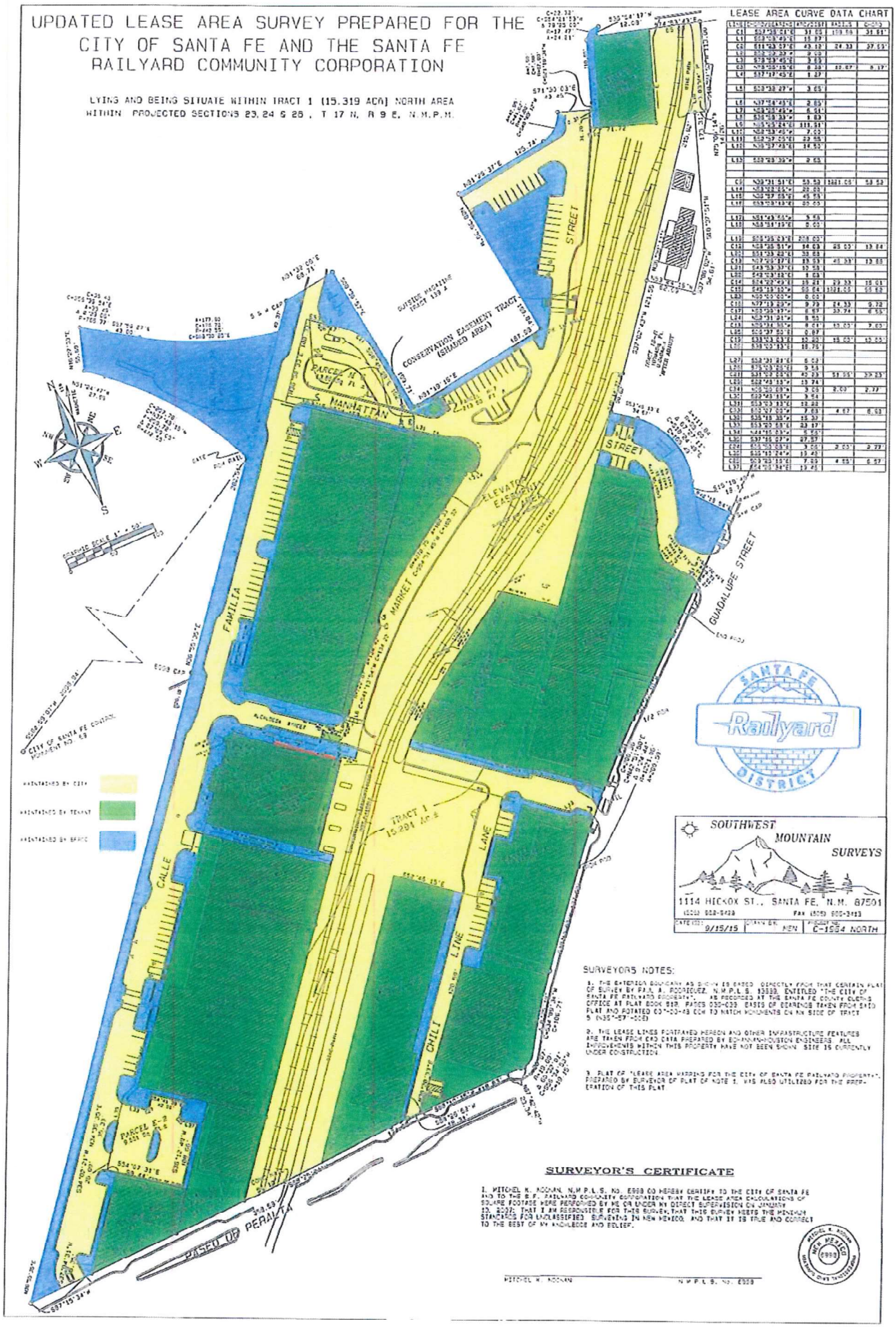
11/10/2015
5:21:05 PM

	ACTUALS											PROJECTED													GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (B) ($579,025) per City of SF Sch Interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227 *term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,688)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.

SFC CLERK RECORDED 01/25/2016

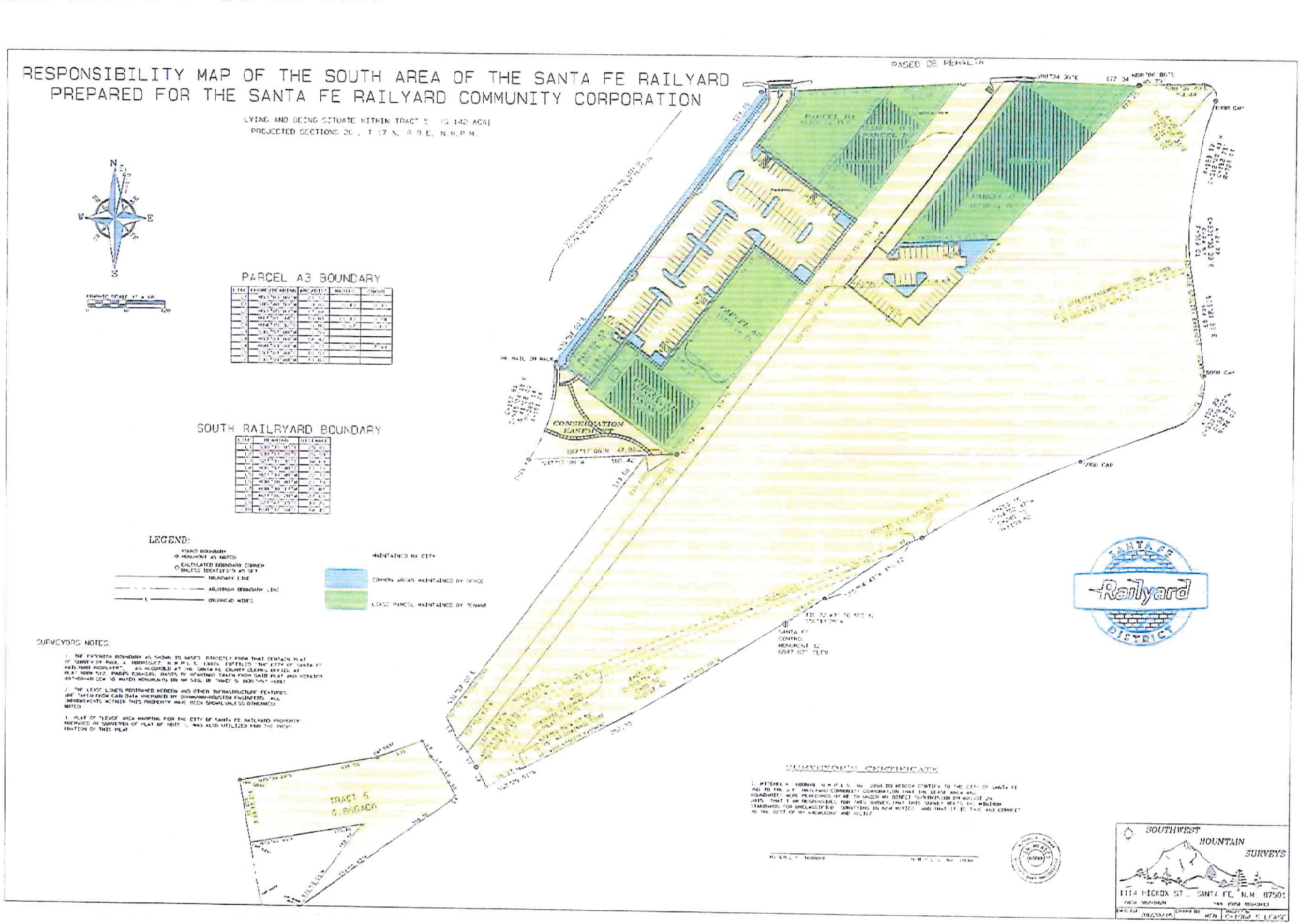


SFC CLERK RECORDED 01/25/2016

Exhibit C (December 1, 2015)
Page 2 of 3

RESPONSIBILITY MAP OF THE SOUTH AREA OF THE SANTA FE RAILYARD
PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 ACA)
PROJECTED SECTIONS 20 , T 17 N., R 9 E, N.M.P.M.



SFC CLERK RECORDED 01/25/2016

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A, (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKY, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

1. [illegible]

2. THE LEASE LINES SHOWN HEREON ARE BASED ON THE SURVEY ENTITLED "LEASE AREAS PLAT OF THE SANTA FE RAILYARD COMMUNITY CORPORATION" UNDER CONSTRUCTION.

3. [illegible]

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS-BUILT SURVEY FOR CURRENT POSITIONS OF IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THIS DATA AREA FOR CONSTRUCTED FEATURES. SURVEY SHOWING ALL EASEMENTS, LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR

5. BASIS OF BEARINGS FOR THIS PLAT IS GRID NORTH AS DERIVED FROM GPS OBSERVATIONS AND REFERENCED TO NAD 83 (2007) DATUM, NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AS PUBLISHED BY NGS DATASHEET PID DM5837.

SHOOFLY ST

CERRILLOS ROAD

BACA STREET

FLAGMAN WAY

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M AND WAS DULY RECORDED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

_____ DEPUTY

LEASE AREA DATA CHART

LEGEND						

ITEM # 16-0265

CITY OF SANTA FE
AMENDMENT # 7 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 7 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015 and Amendment #6 dated December 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on March 31, 2016.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit C of the Agreement to correct a clerical error on Page 1 of 3 of that exhibit.

C. The parties wish to revise the definition of Leasehold Premises to include approximately 2,000 square feet of area on the north side of Lease Parcel A-2.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The

Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated March 1, 2016, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Page 1 of 3 of Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015 and replace with the attached Exhibit C entitled "Maintenance Responsibilities" dated March 1, 2016.

3. Add a new paragraph at the end of Section 5.06, "Implementation" as follows:

"In order to achieve the objectives of the Railyard Master Plan, in accordance with 14-8.14(D)(5) SFCC 1987, the City shall pay the impact fees associated with any residential development constructed on Lease Parcel A-2 provided that at least fifteen percent (15%) of the construction work required to construct the residential development (measured as a percentage of construction hard costs) is awarded to local businesses that qualify for "Local Preference" which, for the purposes of this Agreement, is defined below:

1) The principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries;

2) The business location must be a physical location, street address or such. A Santa Fe post office box or other non-physical postal address alone is not acceptable; and

3) The principal place of business must have been established no less than six months preceding the award of the contract, subcontract or purchase order.

As used herein, the term, "construction work" includes all design- and construction-related labor and materials directly associated with the residential development."

4. Delete in its entirety section 5.13 and replace with the following;

"5.13 Special Entertainment The Non-profit shall promote, permit, and program special events and special entertainment in the public space on the Conservation Easement, except the Rail Line Corridor and the portion of the Conservation Easement south of the Alarid Street railroad crossing ("Event/Vendor Space"). Notwithstanding the foregoing, the Event/Vendor Space shall include the pocket park located on the northern portion of the Rail Line Corridor adjacent to Montezuma Street. The Non-profit shall manage public and private events on the Event/Vendor Space pursuant to all the applicable terms and conditions of this Agreement, Conservation Easement, and Santa Fe Railyard Park, Plaza and Alameda Public Policies and Procedures approved by the City of Santa Fe City Council on May 13, 2009, all as amended from time to time. Whenever the Non-profit believes it is in the best interests of the City to negotiate amendments to the Deed of Conservation Easement, the Non-profit may attempt to negotiate such amendments with the grantee of the Deed of Conservation Easement and may propose such amendments as are acceptable to the grantee to the Governing Body of the City for approval. The Non-profit will also consult with the City Manager or his or her designee from time to time, as may be necessary or appropriate, with respect to the vending and public and private event management of the Event/Vendor Space. Such activities shall be performed in coordination with subtenants, outside vendors and the holder of the Railyard Conservation Easement. The Non-profit shall manage vending and public and private events on the Event/Vendor Space, including granting licenses for the potential users, in a manner that facilitates and encourages development of the Santa Fe Railyard in accordance with the Santa Fe Railyard Master Plan, as it may be amended from time to time.

The Non-profit or the City may terminate the Non-profit's responsibilities and obligations described in this Section 5.13 upon sixty (60) days written notice to the other party."

Except as specifically provided in this Amendment #7, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #7 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

Yolanda Vigil, City Clerk

Approved as to form:

Kelley A. Brennan, City Attorney

Approved as to form:

Oscar S. Rodriguez, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Javier M. Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

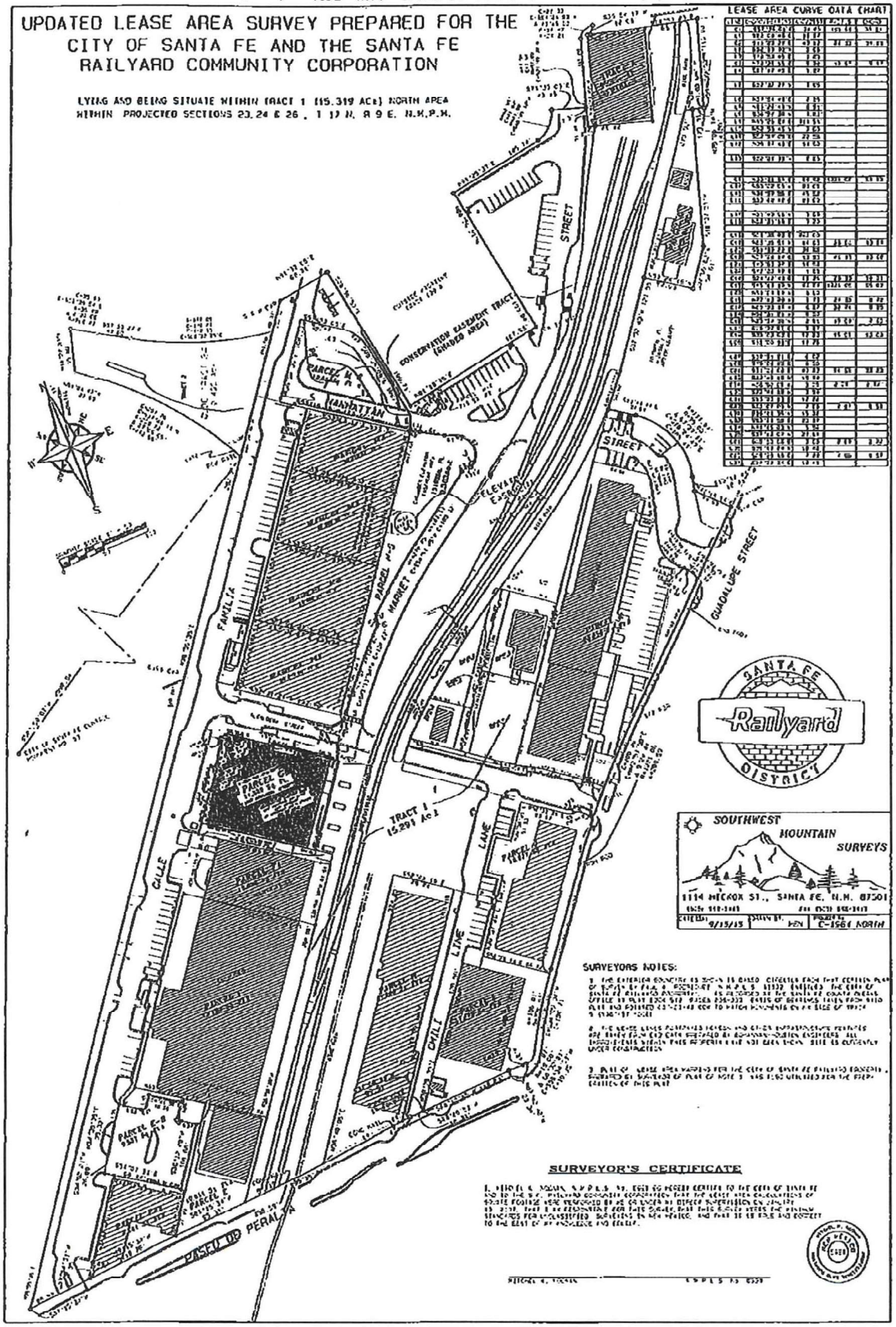
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

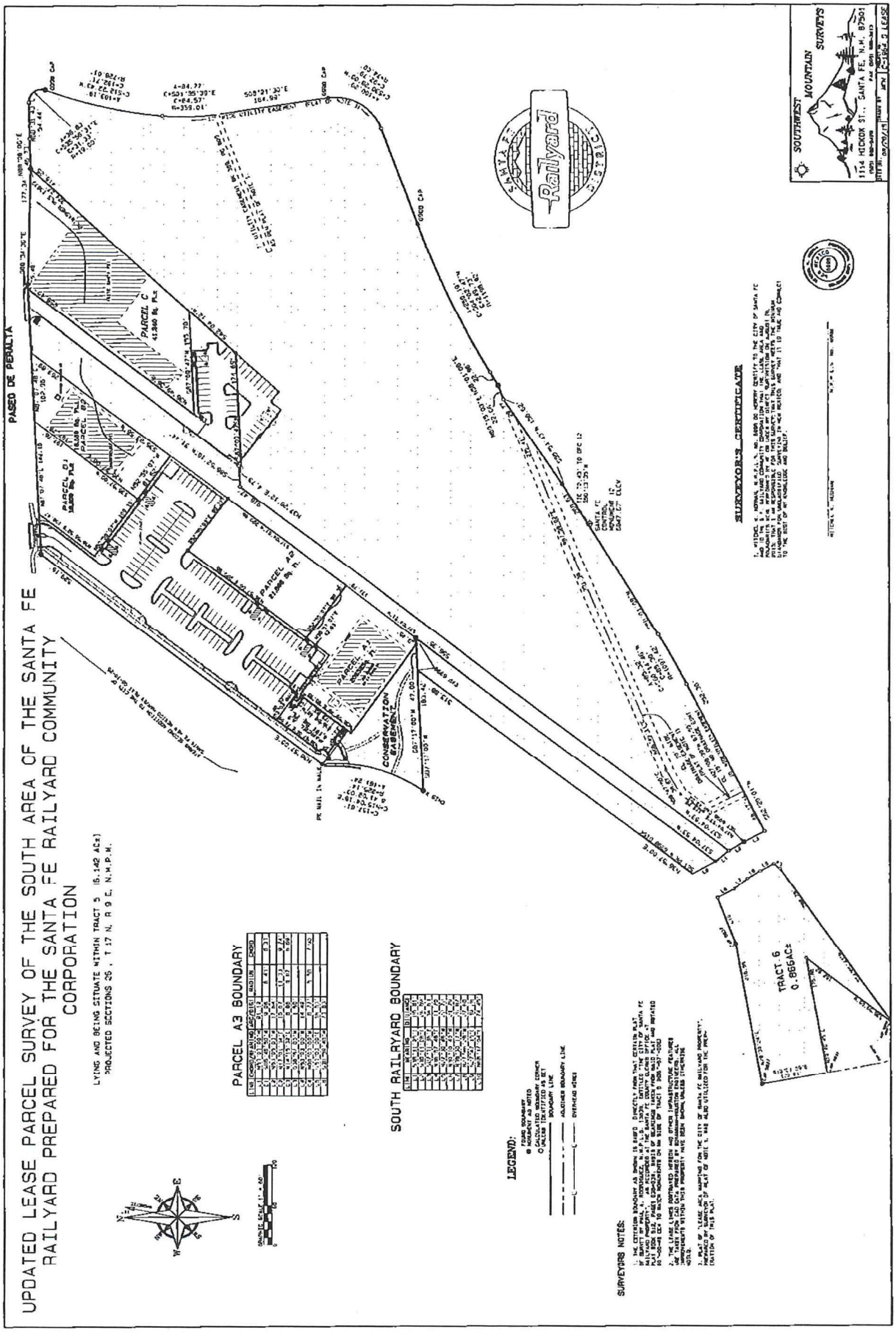
AMENDMENT
PAGES: 11

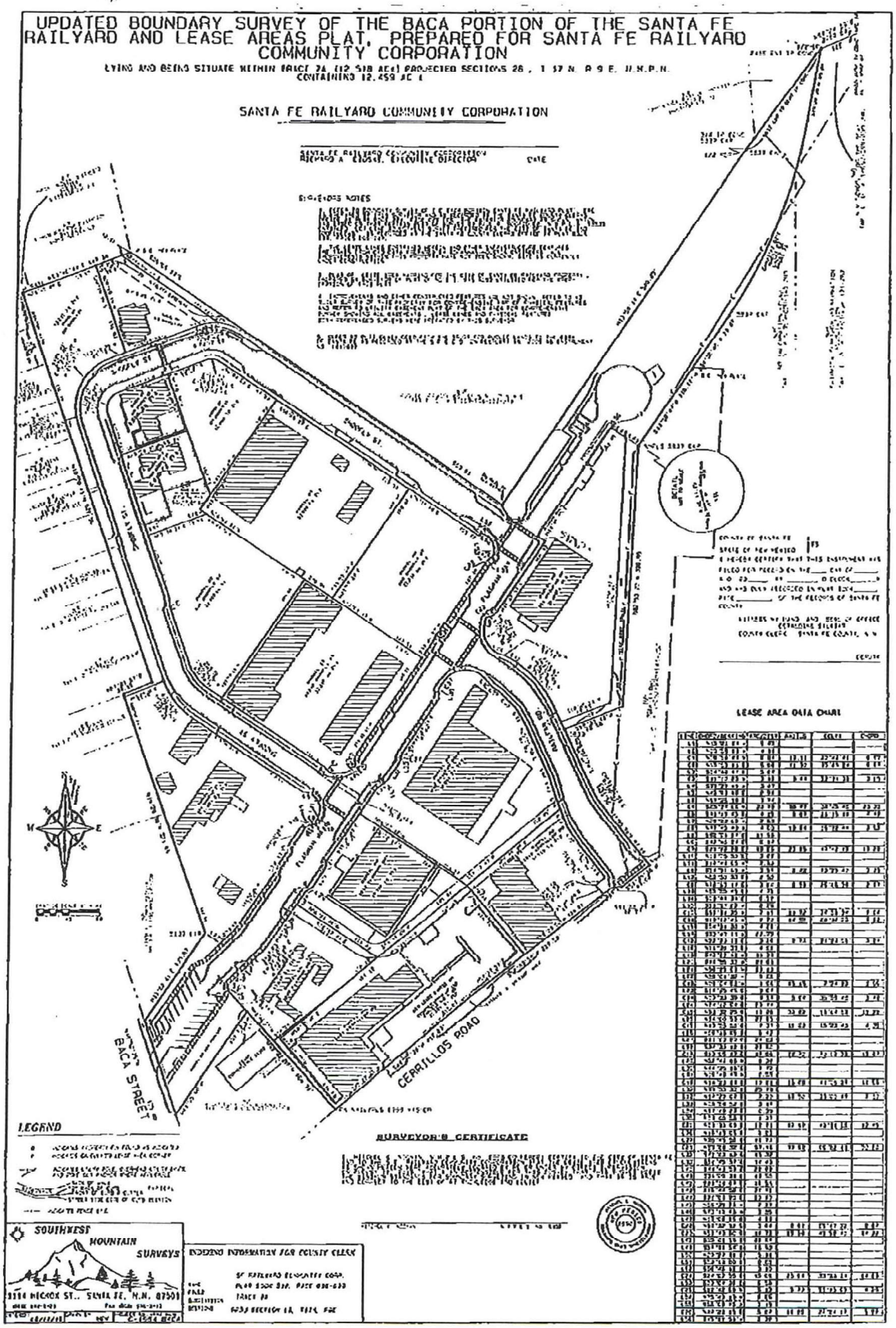
I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of May, 2016 at 10:31:00 AM And Was Duly Recorded as Instrument # 1793453 Of The Records Of Santa Fe County

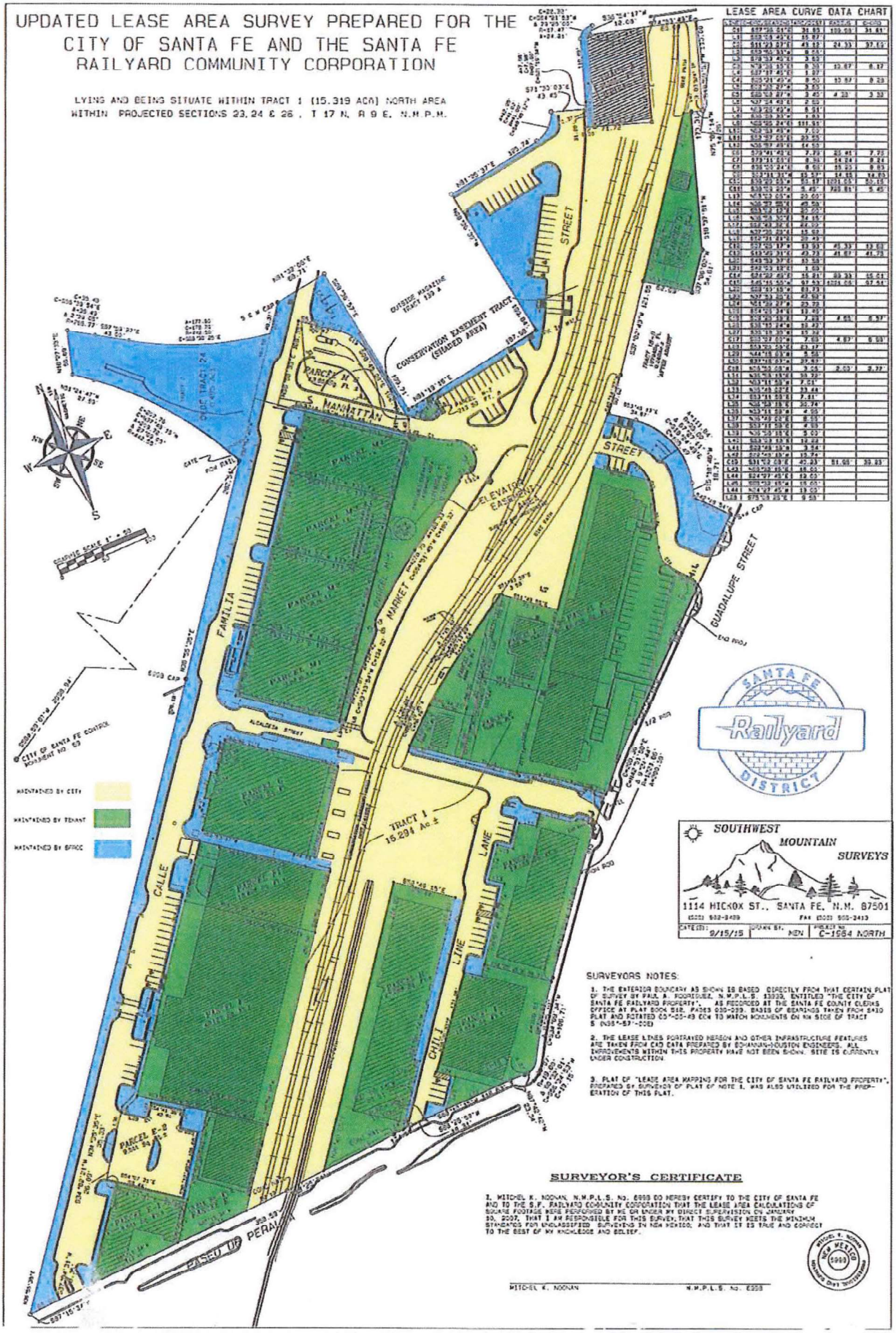
Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy Estrella Martinez County Clerk, Santa Fe, NM

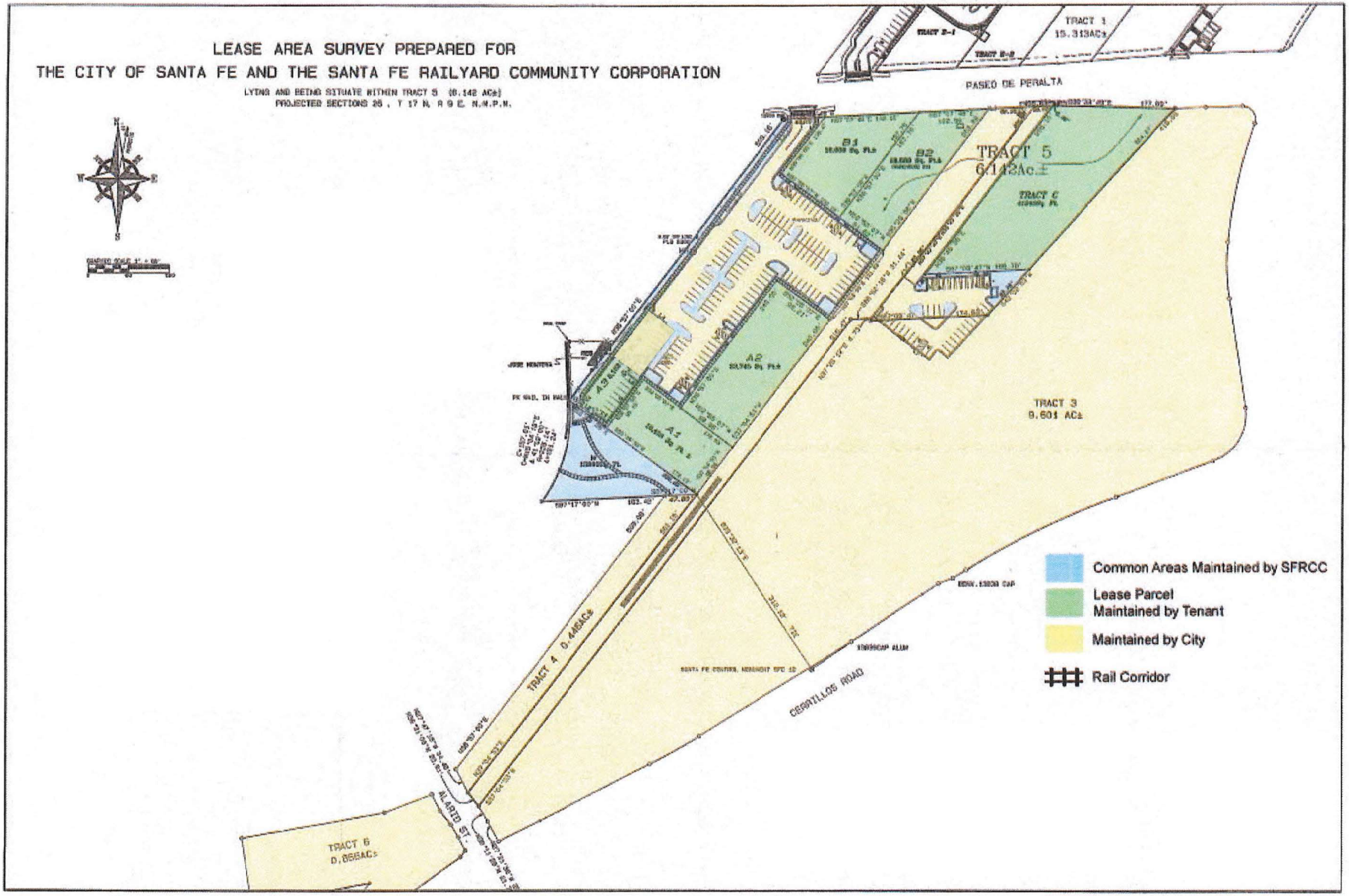

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN (TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
SANTA FE Railyard DISTRICT
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
SURVEYORS NOTES:
SURVEYOR'S CERTIFICATE
CALLE
LANE
STREET
GUADALUPE STREET
PASEO DE PERALTA


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 25 , T 17 N, R 9 E, N.M.P.M.
PASEO DE PERALTA
PARCEL C 41,340 Sq. Ft.
PARCEL A1 11,588 Sq. Ft.
PARCEL A2 11,588 Sq. Ft.
PARCEL A3 11,588 Sq. Ft.
CONSERVATION EASEMENT
TRACT 6 0.866AC±
PARCEL A3 BOUNDARY
SOUTH RAILYARD BOUNDARY
LEGEND:
SURVEYORS NOTES:
SURVEYORS CERTIFICATE
SOUTHWEST MOUNTAIN SURVEYS
Railyard


UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION
SANTA FE RAILYARD COMMUNITY CORPORATION
LEASE AREA DATA CHART
SURVEYOR'S CERTIFICATE
LEGEND
BACA STREET
CERRILLOS ROAD
SOUTHWEST MOUNTAIN SURVEYS


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACR) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
S. MANHATTAN STREET
CONSERVATION EASEMENT TRACT (SHADED AREA)
ELEVATOR EASEMENT AREA
FAMILIA
MARKET
GUADALUPE STREET
CALLE
CHILI LANE
PASEO DE PERALTA
TRACT 1 15.294 Ac ±
MAINTAINED BY CITY
MAINTAINED BY TENANT
MAINTAINED BY SFRCC
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
DATE(D): 9/15/15
DRAWN BY: MDN
PROJECT No: C-1564 NORTH
SURVEYORS NOTES:
1. THE EXTERIOR BOUNDARY AS SHOWN IS BASED DIRECTLY FROM THAT CERTAIN PLAT OF SURVEY BY PAUL A. ROUPEBUEZ, N.M.P.L.S. 13939, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 030-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 03°-00-49 CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT S (N88°-57'-00E)
2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.
3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.
SURVEYOR'S CERTIFICATE
I, MITCHEL K. NOONAN, N.M.P.L.S. NO. 6958 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS OF SQUARE FOOTAGE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 30, 2007, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR ENGLISH-SPEED SURVEYS IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MITCHEL K. NOONAN
N.M.P.L.S. NO. 6958

SFC CLERK RECORDED 05/13/2015



Jurisdiction Areas South of P.D.P.

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 ACn)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKI, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

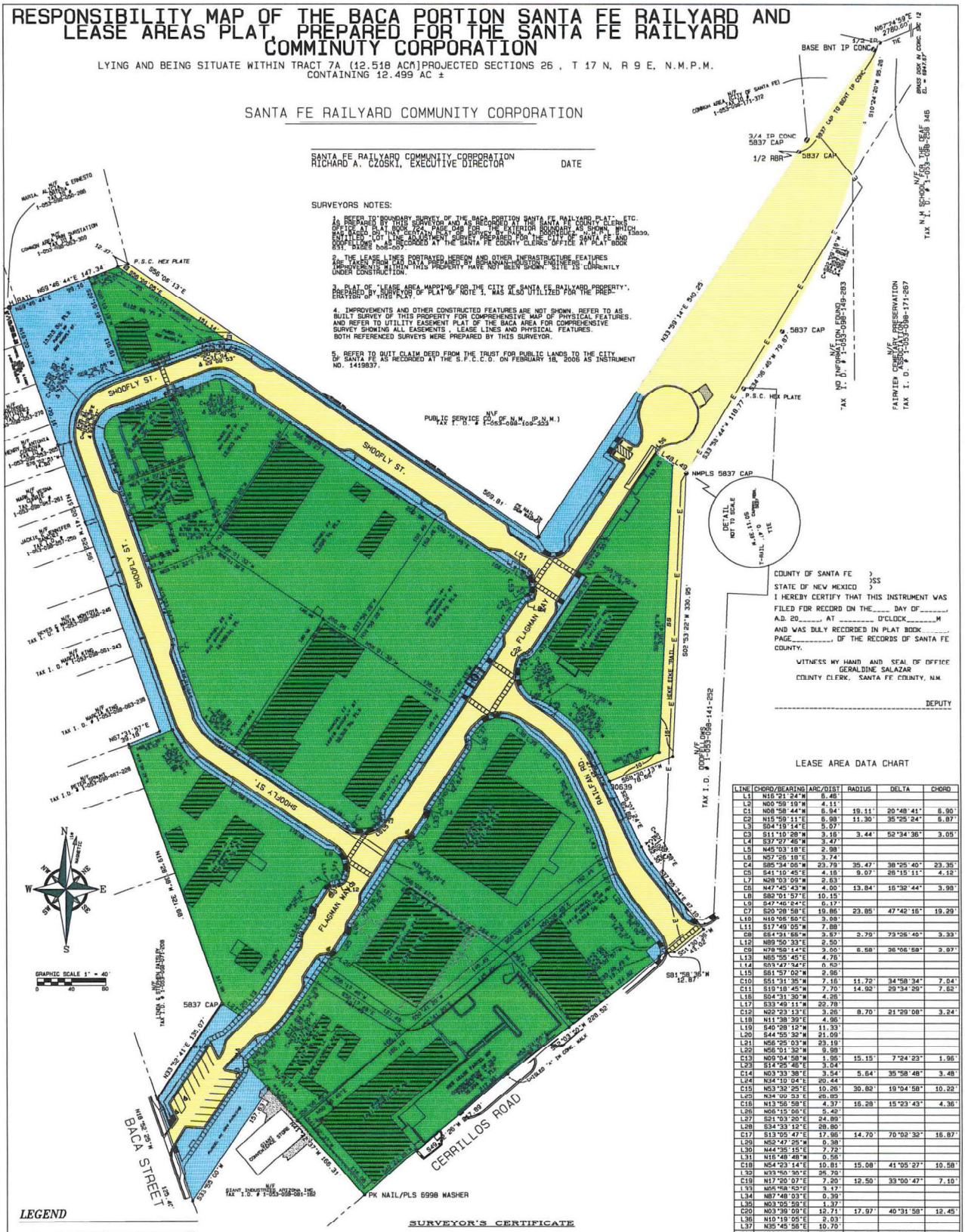
1. REFER TO "BOUNDARY SURVEY OF THE BACA PORTION SANTA FE RAILYARD PLAT", ETC. AS PREPARED BY THIS SURVEYOR AND AS RECORDED AT SANTA FE COUNTY CLERK'S OFFICE AT PLAT BOOK 762, PAGE 038 FOR THE EXTERIOR BOUNDARY AS SHOWN, WHICH REFERENCED THE CERTAIN "LOT LINE ADJUSTMENT SURVEY PLAT FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION" SURVEY PREPARED FOR THE CITY OF SANTA FE AND SANTA FE RAILYARD COMMUNITY CORPORATION AND RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 631, PAGES 008-009.

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HUSTON ENGINEERS AND THEIR IMPROVEMENTS WITHIN THIS PROPERTY MAY NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.

3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY BOHANNAN-HUSTON INC. REVISION OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS BUILT SURVEY OF THIS PROPERTY FOR COMPREHENSIVE MAP OF PHYSICAL FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THE BACA AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR.

5. REFER TO QUIT CLAIM DEED FROM THE TRUST FOR PUBLIC LANDS TO THE CITY OF SANTA FE AS RECORDED AT THE S.F.C.C.O. ON FEBRUARY 18, 2008 AS INSTRUMENT NO. 1419837.



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20_____ AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

LEASE AREA DATA CHART

LINE	CHORD/BEARING	ARC/DIST	RADIUS	DELTA	CHORD
L1	N16°21'24"W	6.46'			
L2	N00°59'19"W	4.11'			
C1	N08°58'44"W	6.94'	19.11'	20°48'41"	6.90'
C2	N15°59'11"E	6.98'	11.30'	35°25'24"	6.87'
L3	S04°19'14"E	5.07'			
C3	S11°10'26"W	3.16'	3.44'	52°34'36"	3.05'
L4	S37°27'45"W	3.47'			
L5	N45°03'18"E	2.98'			
L6	N57°26'18"E	3.74'			
C4	S85°34'05"W	23.79'	35.47'	38°25'40"	23.35'
C5	S41°10'45"E	4.16'	9.07'	26°15'11"	4.12'
L7	N28°03'09"W	2.63'			
C6	N47°45'43"W	4.00'	13.84'	16°32'44"	3.98'
L8	S82°01'57"E	10.15'			
L9	S47°46'24"E	6.17'			
C7	S20°28'58"E	19.86'	23.85'	47°42'16"	19.29'
L10	N10°05'50"E	3.08'			
L11	S17°49'05"W	7.88'			
C8	S64°31'58"W	3.87'	2.79'	79°26'40"	3.33'
L12	N89°50'33"E	2.50'			
C9	N78°59'14"E	3.00'	6.58'	26°06'59"	2.97'
L13	N65°55'45"E	4.76'			
L14	S03°47'34"E	0.62'			
L15	S81°57'02"W	2.96'			
C10	S51°31'35"W	7.16'	11.72'	34°58'34"	7.04'
C11	S19°18'45"W	7.70'	14.92'	29°34'29"	7.62'
L16	S04°31'30"W	4.26'			
L17	S33°49'11"W	20.78'			
C12	N22°23'13"E	3.66'	8.70'	21°29'08"	3.24'
L18	N11°38'39"E	4.96'			
L19	S40°28'12"W	11.33'			
L20	S44°55'32"W	21.09'			
L21	N58°25'03"W	23.19'			
L22	N56°01'32"W	9.98'			
C13	N09°04'58"W	1.95'	15.15'	7°24'23"	1.96'
L23	S14°25'48"E	3.04'			
C14	N03°33'38"E	3.54'	5.64'	35°58'48"	3.48'
L24	N34°10'04"E	20.44'			
C15	N53°32'25"E	10.26'	30.82'	19°04'58"	10.22'
L25	N34°09'53"E	26.85'			
C16	N13°56'58"E	4.37'	16.28'	15°23'43"	4.36'
L26	N06°15'06"E	5.42'			
L27	S21°03'20"E	24.89'			
L28	S34°33'12"E	28.80'			
C17	S13°05'47"E	17.96'	14.70'	70°02'32"	16.87'
L29	N52°47'25"W	0.38'			
L30	N44°35'15"E	7.72'			
L31	N16°48'48"W	0.56'			
C18	N54°23'14"E	10.81'	15.08'	41°05'27"	10.58'
L32	N33°50'30"E	25.70'			
C19	N17°20'07"E	7.20'	12.50'	33°00'47"	7.10'
L33	N05°58'52"E	3.47'			
L34	N87°48'03"E	0.39'			
L35	N03°05'59"E	1.37'			
C20	N03°39'09"E	12.71'	17.97'	40°31'58"	12.45'
L36	N10°19'05"E	2.03'			
L37	N35°45'58"E	10.70'			
C21	N83°28'32"E	57.18'	33.82'	96°52'13"	50.60'
L38	S42°09'13"E	15.32'			
L39	S54°46'57"E	14.49'			
L40	S44°49'59"E	28.82'			
L41	S31°00'31"E	18.56'			
L42	S23°18'07"E	18.51'			
L43	S16°44'58"E	20.76'			
L44	S21°03'20"E	20.40'			
L45	N56°39'28"W	7.77'			
L46	N73°10'46"W	3.88'			
L47	N18°08'26"E	4.89'			
L48	N01°36'14"E	3.04'	2.83'	68°47'32"	2.87'
C23	N59°43'50"E	14.78'	16.98'	49°52'40"	14.32'
L49	S56°01'16"E	61.84'			
L50	S57°11'54"E	18.53'			
L51	N26°27'11"E	5.11'			
L52	S59°19'00"E	9.65'			
L53	S66°46'15"E	3.10'			
C24	S24°07'55"E	15.06'	25.64'	33°39'34"	14.85'
L53	S03°04'36"E	8.58'			
C25	S22°42'59"W	5.13'	5.70'	51°35'08"	4.96'
L54	N78°49'10"W	0.65'			
L55	S56°09'45"W	3.19'			
C26	N47°20'16"E	5.67'	11.86'	27°24'17"	5.62'
L56	S45°11'51"W	2.32'			

LEGEND

- INDICATES PROPERTY PIN FOUND AS INDICATED
- INDICATES CALCULATED LEASE AREA CORNER
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- BACK OF WALK / TOP BACK OF CURB / FRONT OF CURB @ GUTTER / STREET SIDE EDGE OF CURB SECTION — TYPICAL
- INDICATES FENCE LINE.
- LEASE PARCEL MAINTAINED BY TENANT
- MAINTAINED BY CITY
- MAINTAINED BY SFRCC

SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS AS SHOWN HEREON WERE ACCURATELY CALCULATED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 18, 2015; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. NOONAN N.M.P.L.S. No. 6998

NEW MEXICO 6998 REGISTERED PROFESSIONAL LAND SURVEYOR MITCHEL K. NOONAN

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 985-3413

DATE ISS: 08/18/15 | DRAWN BY: MEN | PROJECT NO, LEASE AREAS: C-1964 BACA

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 512, PAGE 036-039
SUBDIVISION: TRACT 7A
SECTIONS: PROJ SECTION 26, T17N, R9E

ITEM # 20-0191

CITY OF SANTA FE
AMENDMENT # 8 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 8 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, and Amendment #7 dated March 31, 2016, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 1, 2020.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to revise the definition of Leasehold Premises to delete the existing improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia, so the City may sell the building. The land located on Parcel F-1 shall remain included in Leased Premises.

C. The parties wish to provide a one-time credit against the rent owed by the Non-profit to the City under the agreement which is equal to the amount of rent the Non-profit would collect if the Improvements remained in the definition of Leasehold Premises.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises.** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet; the

improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia ("SFC Improvements") shall be deleted from the definition of Leasehold Premises on the first calendar day following the sale by the City of the SFC Improvements to a third party. The Leasehold Premises shall also include the following areas: a) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2. The area described above in the aggregate is depicted in Exhibit A hereto, dated November 1, 2019, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Add the following as Section 4.01.05 of the Agreement, in addition to the Rent Credits provided by Section 4.01.3 described in Amendment #1 and Section 4.01.4 described in Amendment #4 to the Agreement:

   "**4.01.05** The City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligation to the City under the Agreement as amended, as follows:

   Commencing on the first calendar day after the sale by the City of the SFC Improvements to a third party, the City shall reduce the Fair Value Compensation owed by the Non-profit in the fiscal year 2019/20 by One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) as partial compensation for Base Rent the Non-profit would have received from the SFC Improvements had the City not sold the SFC Improvements to a third party.

3. Delete in its entirety Exhibit B entitled "Rent Schedule" dated December 1, 2015, and replace with the enclosed Exhibit B entitled "Amended Rent Schedule" dated April1, 2020.

Except as specifically provided in this Amendment #8, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name: Steven Robinson
Its: President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
Alan Webber, Mayor

Attest:

_____
Yolanda Vigil, City Clerk comfy 3/25/20

Approved as to form:

_____
Erin McSherry, City Attorney

Approved as to form:

_____ 3/27/20
Mary McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 30, 2020, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Anita L. Martinez

Notary Public

My commission expires: 5.24.23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

Exhibit B - Rent Schedule - February 1, 2020

1/13/2020
4:47:37 PM

	ACTUALS											PROJECTED													GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch Interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,116)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,208)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(483,668)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $485,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. Rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City per Amendment # 8 to the Lease & Management Agreement.

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

November 17, 2020

Mayor Alan Webber
Office of the Mayor
200 Lincoln Avenue
Santa Fe, NM 87501

Jarel LaPan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Mayor and Ms. LaPan Hill

It has become apparent that the pandemic has not run its course. While the majority of the SFRCC tenants are paying their rent, the development pipeline has stalled. The process to lease vacant parcels has become slower and inefficient as a result of COVID. Prospective tenants and their lenders who were poised to lease the remaining parcels have had to defer decisions due to the economic uncertainties.

In May, the City and SFRCC amended the Lease & Management Agreement to defer $492,611 from April 2020 to December 2020. While that deferral was helpful, it is now apparent that while SFRCC will be able to pay its obligations between now and March 31, 2021 up to $540,472, it will not have sufficient funds to pay the $934,801 due in April 2021.

The current Lease & Management Agreement provides for a deferral of $100,000 in FY 20-21. SFRCC is requesting an additional deferral of $400,000 in April 2021 to be repaid in FY 27/28.

Two assumptions critical to this request are the City's sale of the Santa Fe Clay building for $175,000 before 12/31/2020 and our tenants continuing to pay their rent. If the Santa Fe Clay building sale closes, SFRCC will pay the City $317,611 in rent by December 31, 2020. If the sale does not close, SFRCC will pay the City $492,611. In either case SFRCC will also pay $47,861 in March 2021.

This deferral request is the result of several factors including:

- Sale of Santa Fe Clay delayed for a year, resulting in no ground rent and $10,200 in operating costs for the building.
- The equity investor for an 18-unit apartment building in Baca declined to proceed after contracting COVID. The tenant defaulted and the lease was terminated.
- City did not assume the WH21 Lease in January 2020, therefore no ground rent was paid for 12 months.
- Firebox, Inc. defaulted on its lease resulting in $86K of lost revenue.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

SFRCC is requesting an amendment to the Amended and Restated Lease and Management Agreement to revise the rent schedule by increasing the deferral for FY 20-21 by $400,000. Extending the current 2030 expiration date of the Agreement is not required. After the status of the sale of the Santa Fe Clay building is known, an amendment to the Lease & Management Agreement can be prepared including a revised Exhibit B, payment schedule.

SFRCC will continue to maximize its efforts to collect as much revenue as possible within the parameters of the Railyard Lease & Management Agreement. However, the economic uncertainty resulting from the pandemic will continue to present challenges.

Thank you for considering this request.

Richard Czoski, CCIM, CPM
Executive Director

cc; Steven Robinson, Board President

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

Amendments to the Amended and Restated Lease & Management Agreement

Amendment #	Date	Subject
1	May 2012	City's purchase of the Market Station condo and cinema parcels made available for development
2	January 2013	Extend the L&M term to 6/30/29, provide rent deferrals, revise maintenance responsibilities
3	May 2013	Provide a mechanism for SFRCC to repay the City for free cinema patron parking
4	June 2013	Provide a mechanism for SFRCC to receive a credit from the City for rent due for the Depot building
5	September 2015	Clarifies that all leases are assigned to the City by SFRCC in the event of termination or expiration of the L&M Agreement
6	December 2015	Revised the Leasehold Premises, added rent deferrals, added parking spaces for residential projects to the Premises
7	March 2016	Revised the Leasehold Premises to enable construction of Railyard Flats building
8	April 2020	Added mechanism to provide for the sale of the Santa Fe Clay building improvements
9	May 2020	Provided for the deferral of $492,611 from 4/30/20 to 12/31/20

SFRCC Amendment 10 Council Packet 03 22 2021 (SOC)

Final Audit Report 2021-04-01

Created:	2021-03-29
By:	Sam Burnett (jsburnett@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJG7plUH1d01Lxj1qzMNGzCdgUj5-GaEM

"SFRCC Amendment 10 Council Packet 03 22 2021 (SOC)" History

Document created by Sam Burnett (jsburnett@ci.santa-fe.nm.us)
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Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
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Agreement completed.
2021-04-01 - 2:35:34 AM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **March 22, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ACTION:
Request for the Approval of Amendment #10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933

SUMMARY:
The Lease and Management Agreement with Santa Fe Railyard Community Corporation ("SFRCC") was entered into in February 2002 and amended 8 times through 2010. In 2011 City Staff (City Manager, Public Works Director, Economic and Community Development Director, Assistant City Attorney, Property Maintenance Manager) and SFRCC negotiated a new Amended and Restated Lease & Management Agreement which has been amended 9 times to date. The Amended and Restated Lease & Management Agreement expires in 2030. By the end of the Agreement, SFRCC will have repaid the entire amount of the infrastructure bonds, 30% of the original land acquisition costs, all the rent deferrals and 100% of the cinema parking total.

The Santa Fe Railyard Community Corporation is requesting approval of Amendment No. 10 to the Amended and Restated Lease and Management Agreement ("L&M Agreement") to increase the current $100,000 rent deferral to $500,000 for fiscal year 2020/21. The additional proposed deferral of $400,000 will be fully repaid by SFRCC between FY 2021/22 and FY 2023/24. SFRCC is requesting this deferral (not abatement) of rent in order to meet its current and future financial rent obligations to the City.

Reasons for the request include the default of the previous tenant in the Santa Fe Clay building, the default of the developer of an apartment project in the Baca area, and COVID-19 related delays in the sale of the Santa Fe Clay and the 1614 Paseo de Peralta building. While both the Santa Fe Clay building parcel and the apartment parcel are now leased, the cash flow shortfalls had a significant negative impact on SFRCC's ability to pay 100% of its FY 20/21 rent obligation to the City. Progress on other lease transactions were also delayed by approximately a year due to the pandemic's unknown impact on commercial real estate development.

In January 2021, SFRCC repaid the $492,611 which the City deferred in FY20, but SFRCC does not have the funds to pay the entire $934,801 due to the City on April 30, 2021. If the $400,000 deferral is approved, SFRCC would pay the City $534,801 on April 30, 2021.

If this Amendment No. #10 is approved, no further deferrals are scheduled in the L&M Agreement rent payment schedule.

Attachments:

Lease and Management Agreement Amendment #10
Lease and Management Agreement Amendments #1 - #9
SFRCC Rent Schedule – Exhibit A
SFRCC's Request Letter (November 17, 2020 and January 28, 2021)

CITY OF SANTA FE
AMENDMENT# 10
TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 10 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, Amendment #7 dated March 31, 2016, Amendment #8 dated April 1, 2020 and Amendment #9 dated May 1, 2020 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 30, 2021.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to defer a portion of the Fair Value Compensation due on April 30, 2021, from the Non-profit to the City and to include the repayment of this deferral on **Exhibit B**.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Add the following as Section 4.01.7 of the Agreement:

   The Parties agree to increase the deferral for fiscal year 20/21 shown on **Exhibit B** dated May 1, 2020 from $100,000 to $500,000 as shown on **Exhibit B** dated April 30, 2021. The $100,000 deferrals for fiscal years 21/22 and 22/23 will be deleted from **Exhibit B**. The Rent due to the City from the Non-profit is increased by $200,000 for fiscal year 23/24.

2. Delete in its entirety **Exhibit B** entitled "Rent Schedule" dated May 1, 2020 and replace with the enclosed **Exhibit B** entitled "Rent Schedule" dated April 30**,** 2021.

Except as specifically provided in this Amendment #10, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #10 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORPORATION

By_____

Printed Name_____

Its_____

CRS # 02-481098003
City of Santa Fe Business
License Registration# 0397164

Approved as to form:

_____
Erin K. McSherry, City Attorney

City:

CITY OF SANTA FE

By_____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

Approved as to finance:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____
Notary Public

My commission expires:

STATE OF NEW MEXICO)
)§
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

My commission expires:

Exhibit B - Rent Schedule - April 30, 2021

2/11/2021
5:20:55 PM

	ACTUALS																PROJECTED									GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
FAIR VALUE COMPENSATION																										
Non-profits share of the City of Santa Fe Land Debt acquisition costs	1,183,724	452,547	453,221	453,579	452,582	454,430																				3,450,083
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Schedule	0	0	0	222,527	219,337	212,544	142,250	53,098	53,115	52,817	52,821	52,825	52,828	52,833	52,838	52,843	52,849	52,855	52,860	52,867	0	0	0	0	0	1,484,107
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	239,827	85,150	85,155	85,161	85,166	85,172	85,179	85,185	85,193	85,201	85,209	85,218	85,228	85,239	85,250	85,261	0	0	0	1,517,792
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	463,688	705,000	705,400	1,071,000	1,070,500	1,069,900	1,071,650	1,066,650	1,070,150	1,071,650	1,071,150	1,068,650	1,069,150	1,067,400	638,200	639,600	0	0	0	14,919,738
SUB-TOTAL	**1,183,724**	**452,547**	**453,221**	**676,106**	**671,919**	**666,974**	**845,765**	**843,248**	**843,670**	**1,208,977**	**1,208,486**	**1,207,897**	**1,209,657**	**1,204,668**	**1,208,181**	**1,209,694**	**1,209,208**	**1,206,723**	**1,207,238**	**1,205,505**	**723,450**	**724,861**	**0**	**0**	**0**	21,371,720
Negotiated City of Santa Fe land debt acquisition deferrals totaling $769K for FY 2002/03 to 2009/10	(30,000)	(276,000)	(180,000)	(60,175)	(121,000)	(102,000)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(769,175)
Repayment by the Non-profit of the land acquisition debt deferrals above totaling $769K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	469,175	300,000	0	0	0	769,175
Debt Deferrals provided by the City of Santa Fe for FY 2010/11 to 2020/21	0	0	0	0	0	0	**(133,441)**	**(300,000)**	**(300,000)**	**(650,000)**	**(650,000)**	**(400,000)**	**(600,000)**	**(350,000)**	**(200,000)**	**(200,000)**	**(500,000)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	(4,283,441)
Repayment by the Non-profit of deferrals granted by the City from FY 2010/11 to 2020/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	200,000	500,000	950,000	1,300,000	1,133,441	4,283,441
Repayment by the Non-profit of the deferral resulting from Covid-19 pandemic	0	0	0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**(492,611)**	**492,611**	0	0	0	0	0	0	0	0	**0**
TOTAL ANNUAL RENT PAYMENTS	**1,153,724**	**176,547**	**273,221**	**615,931**	**550,919**	**564,974**	**712,324**	**543,248**	**543,670**	**558,977**	**558,486**	**807,897**	**609,657**	**854,668**	**1,008,181**	**517,083**	**1,201,819**	**1,206,723**	**1,207,238**	**1,405,505**	**1,392,625**	**1,524,861**	**950,000**	**1,300,000**	**1,133,441**	**21,371,720**

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. A $175,000 credit was applied in December 2020 for a portion of the rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City.

ITEM # 13-0649

CITY OF SANTA FE
AMENDMENT # 1 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on the "Effective Date" of the Amendment #1 to the Ground Lease as defined below.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The Non-profit subleased certain premises which included lease parcels G, M-6 and M-8 (the "Development Parcels") to Railyard Company, LLC under the "Ground Lease". The City wishes the non-profit to terminate the portion of the Ground Lease with the Railyard Company, LLC encompassing the Development Parcels.

C. The City wishes to provide a credit to the Non-profit for the equivalent amount of the rent the Non-profit was receiving from the Railyard Company, LLC under the Ground Lease for the Development Parcels.

D. After the portion of the Ground Lease encompassing the Development Parcels is terminated, the City wishes the Non-profit to sublease the Development Parcels to a subtenant.

E. The City agrees to construct the uncompleted portion of Alcaldesa Street between Market Street and Camino de la Familia.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

CITY CLERK RECORDED 07/29/2013

1. Add the following as Section 4.01.3:

"4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company, LLC for the Development Parcels. This offset is a credit, not a deferral which would require the Non-profit to repay the City in the future. The credit shall be calculated on the following basis:

Component	Amount	Period
Base Rent	$4,830.99 per month	Effective Date through 9/30/12
CAM Rent	$483.08 per month	Effective Date through 9/30/12
TOTAL	**$5,314.07 per month**	
Base Rent	$7,066.12 per month	10/1/12 -- until Development Parcels are leased and rent bearing
CAM Rent	$706.61 per month	10/1/12 – until Development Parcels are leased and rent bearing
TOTAL	**$7,772.73 per month**	

The amount of the credit shall be calculated on a monthly basis as earned and applied against the next payment of rent due from the Non-profit to the City for the debt service ("Rent").

The credit shall cease to be applied to the Rent owed by the Non-profit to the City when the Non-profit has subleased the Development Parcels to a third party who is paying the Non-profit rent equal to or greater than the amounts specified above. If the Non-profit subleases the Development Parcels or any of them for an amount less than the amount of the applicable credit set out above, the credit shall be reduced by the rent received by the Non-profit.

If the Development Parcels have not been subleased by the Non-profit by October 1, 2017, the amount of the credit to be applied by the City to the Non-profit Rent paid to the City shall be adjusted pursuant to the terms of the Railyard Company, LLC's sublease dated October 1, 2007.

SFC CLERK RECORDED 07/13/2012

2. Add the following as subparagraph (c) to Section 5.06 of the Agreement:

"(c) Completion of the street, curb, gutter, sidewalk, lighting, signage, and planters for the uncompleted section of Alcaldesa Street between Market Street and Camino de la Familia. The completion of these improvements shall occur concurrent with the development of Parcel G by a third party."

3. For purposes of more specifically defining the underground parking garage which is excluded from the definition of the Leased Premises, it is agreed that the upper horizontal boundary of the underground parking garage mentioned in Section 2.01 of the Agreement is as set out on Exhibit A to this Amendment, which description shall be incorporated into Exhibit A to the Agreement as the fourth page thereof.

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 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____
Its President
CRS #02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

May 18, 2012

Approved as to form:

_____
Geno Zamora, City Attorney

Approved as to form:

_____
Dr. Melville Morgan, Finance Director

SFC CLERK RECORDED 07/27/2012

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 18, 2012 by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Notary Public

My commission expires: 6/4/15

OFFICIAL SEAL
Carla A. Pogemiller
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 14, 2012, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

COUNTY CLERK SANTA FE COUNTY NEW MEXICO GERALDINE SALAZAR

Notary Public

My commission expires: 5-24-15

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 5

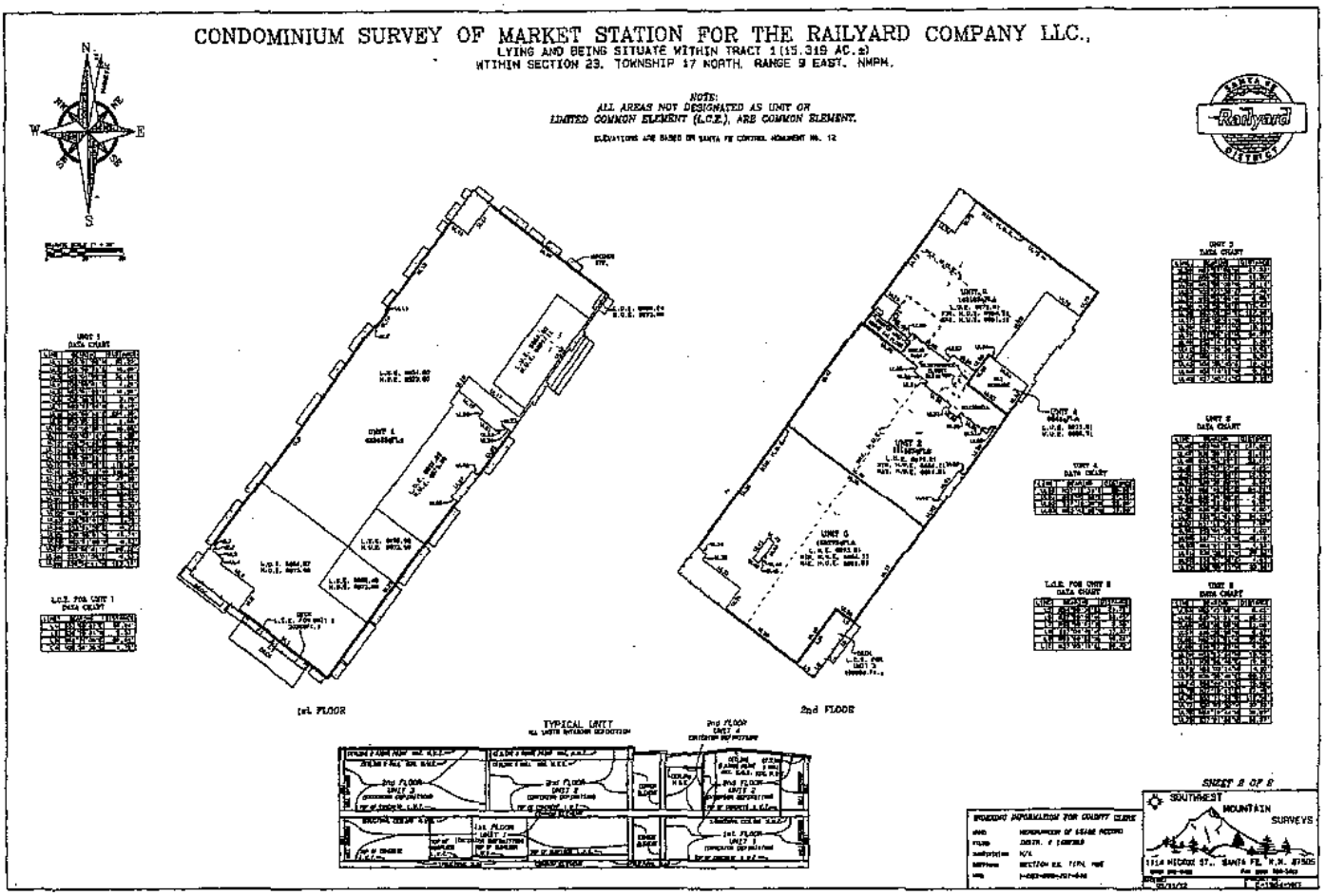
I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:04 AM And Was Duly Recorded as Instrument # 1712349 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-15

SFC CLERK RECORDED 07/18/2013

Exhibit A
Leasehold Premises
Page 4



SFC CLERK RECORDED 07/18/2013

ITEM # 13-0186

CITY OF SANTA FE
AMENDMENT # 2 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on April 30, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to extend the Term of the Agreement from June 30, 2027 to June 30, 2029 in order to provide adequate time for the Non-profit to repay the deferrals.

D. The City wishes to Amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include the elevator structure providing access to the City-owned underground parking garage and increase the parking area South of Paseo de Peralta to include what was previously private parking for a residential building that was not constructed. This area shall become paid common parking.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Delete in its entirety the first sentence of Section 3.01 entitled "Term" and replace with the following:

   "3.01 Term – The term of the Agreement shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on June 30, 2029 unless the term is extended pursuant to this Agreement."

2. Delete in its entirety the Exhibit B – Rent Schedule dated March 16, 2011 and replace with the enclosed Exhibit B – Rent Schedule dated April 30, 2013.

SFC CLERK RECORDED 07/25/2013

3. Delete in its entirety the Exhibit C, Maintenance Responsibilities, and replace with the enclosed Exhibit C dated April 30, 2013.

Except as specifically provided in this Amendment #2, 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 #2 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By Jared A. Meyer
Its Vice President
CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

CITY OF SANTA FE ORGANIZED JULY 13 AD 1891 NEW MEXICO SEAL

Approved as to form:

Judith Amer for
Geno Zamora, City Attorney 3/7/13

City:

CITY OF SANTA FE

By
David Coss, Mayor

Attest:

Yolanda Y. Vigil
Yolanda Vigil, City Clerk 3-27-13

Approved as to form:

Teresa Garcia, Assistant
~~Du. Melville Morgan~~, Finance Director

SFC CLERK RECORDED 04/12/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 29, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

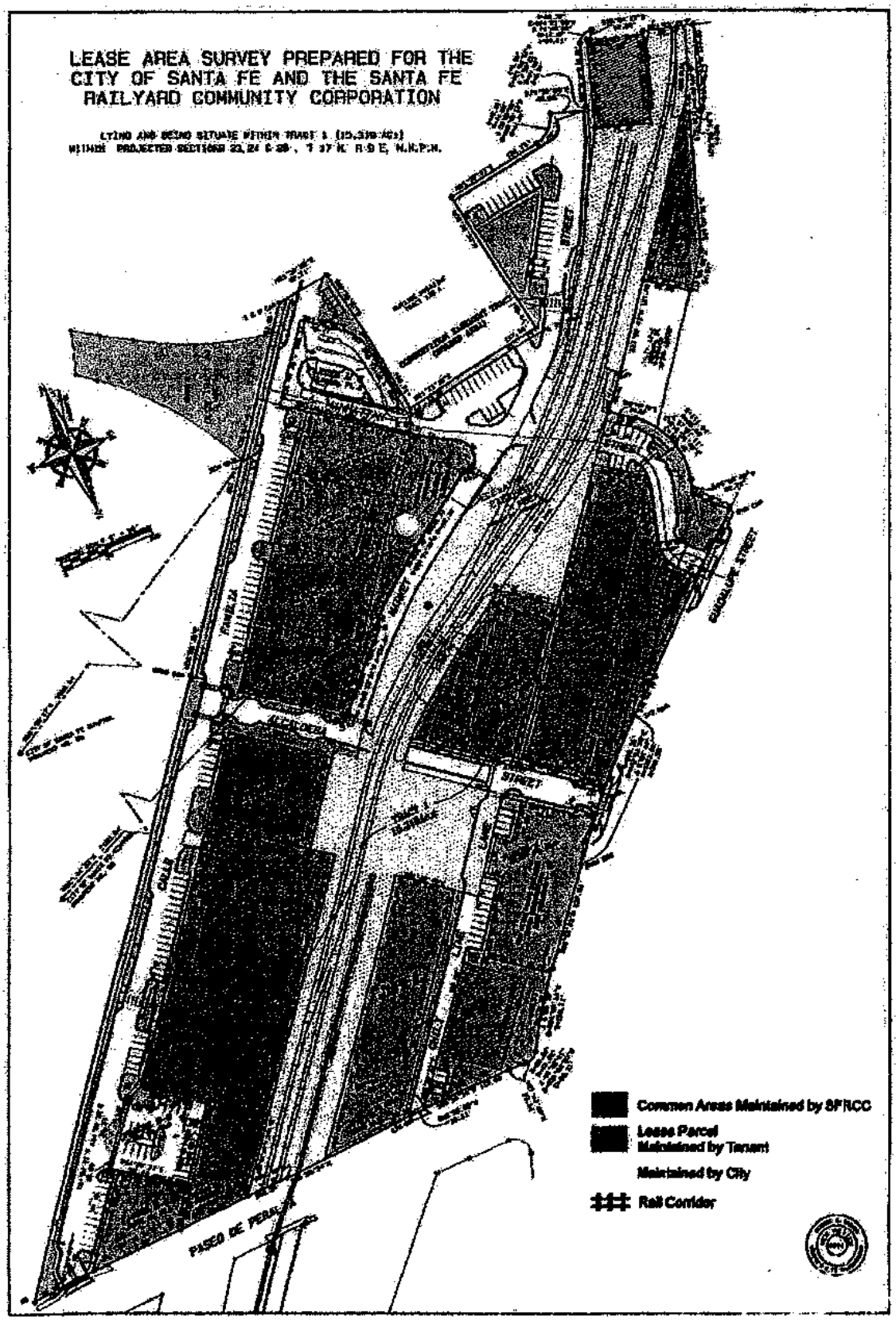
The foregoing instrument was acknowledged before me on April 2, 2013, by Donald G Meyer, the Vice-President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

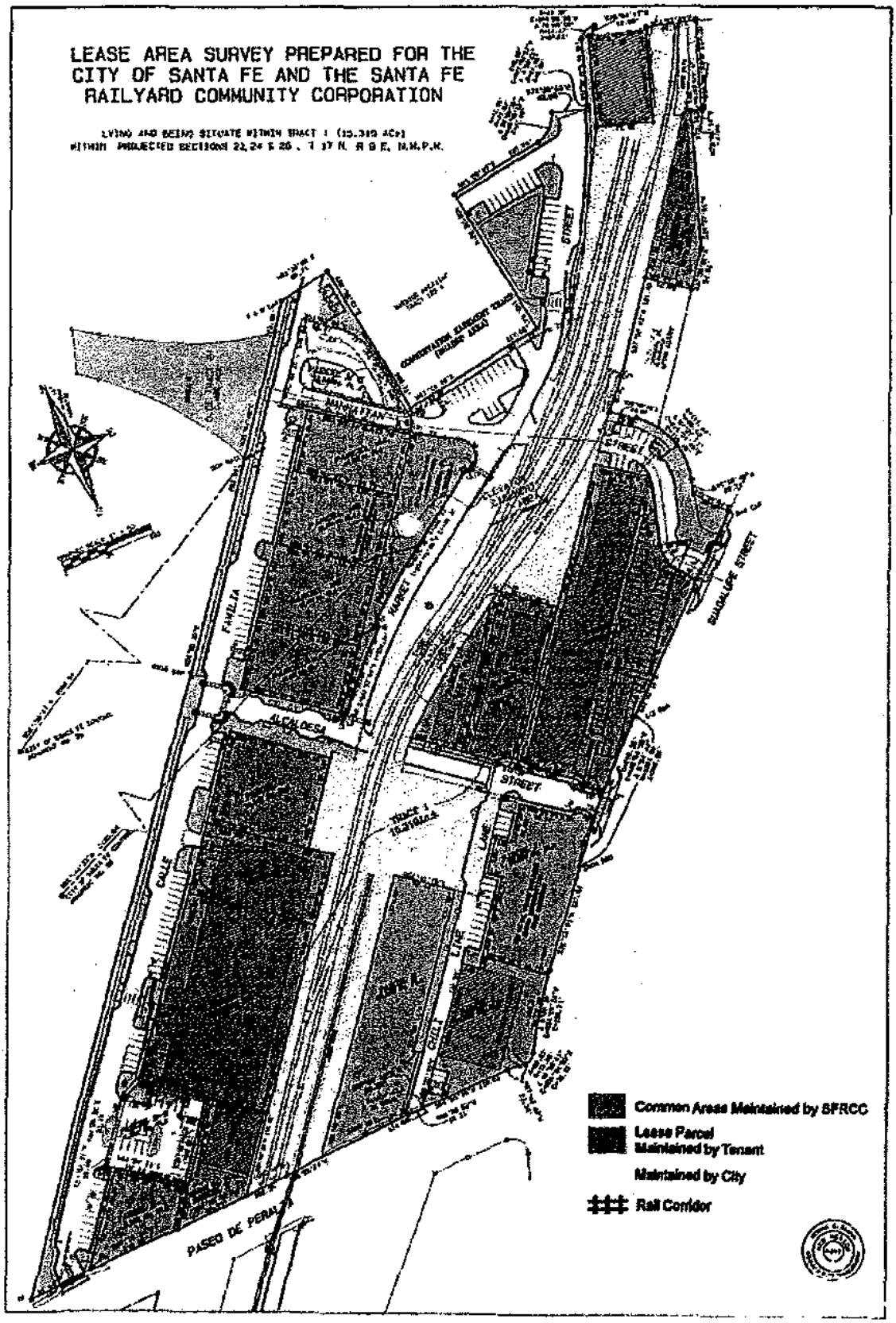
My commission expires:

SFC CLERK RECORDED 04/19/2013



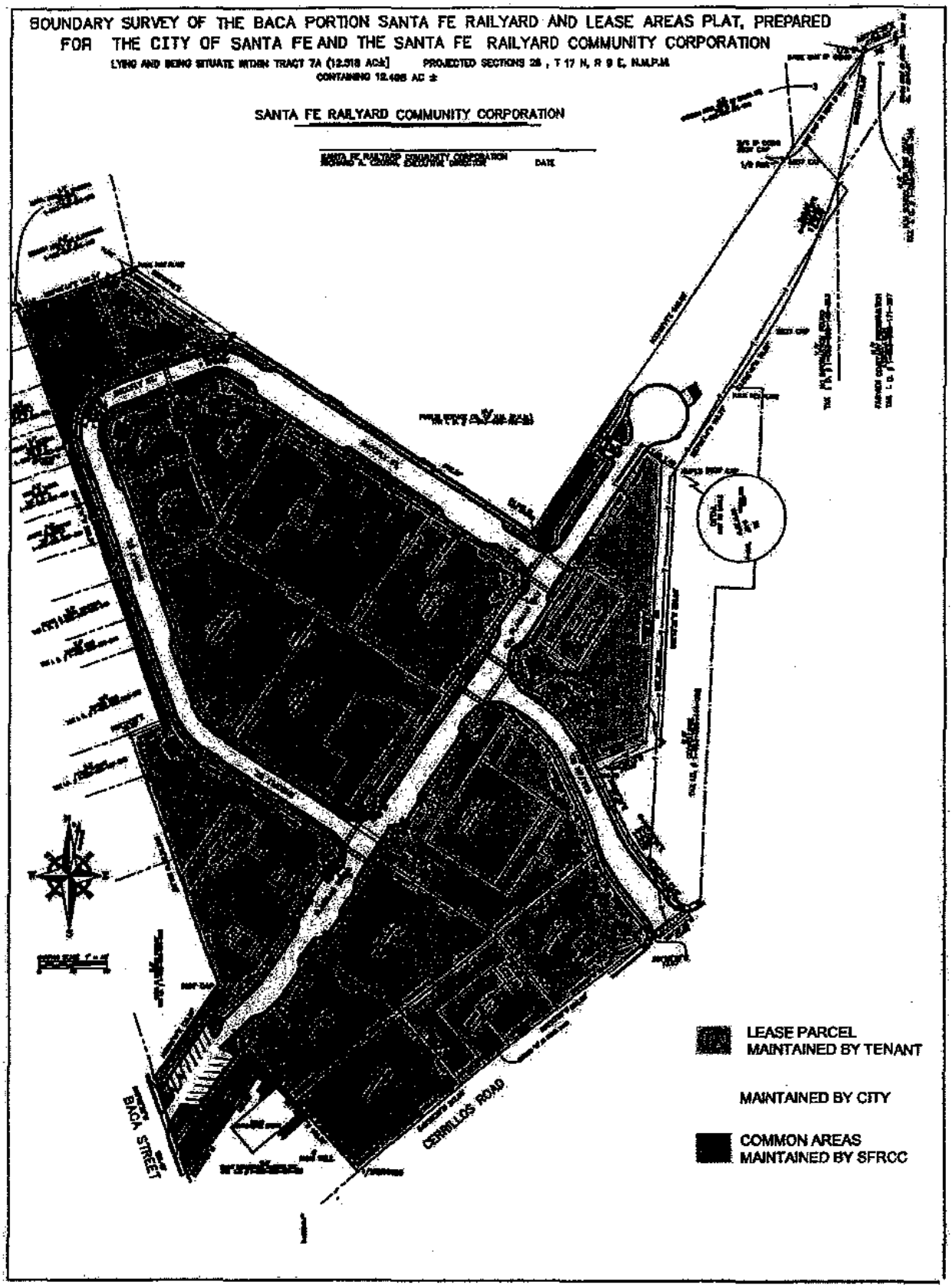
Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/15/2013



Jurisdiction Areas North of P.D.P.

SFC CLERK RECORDED 07/12/2012



SFC CLERK RECORDED 07/16/2013

Exhibit B - Rent Schedule - April 30, 2013

	ACTUALS								PROJECTED															
DEBT SERVICE																								
City of Santa Fe Land Debt for acquisition costs - rent factor for City commitment debt relief credits applied																								
NMFA Loan – Infinity Phase I (B) ($6M) per City of SF Ord																								
NMFA Loan – Infinity Phase II (1B) $6M terms ends May 2029 and conform with City SF Schedule																								
Refinance ($11M) $10,400,000 term ends May 2029 and concurs with City of SF Schedule																								
SUB-TOTAL																								
Negotiated option Contingency Relief Funds credit - Land and NMFA, per Land Amendment #3 thru 2027-07 – 2029 CY																								
Re-Payment of Land Amendment #3 Debt Deferral of $788,175																								
Debt Deferral and repayment per Land Amendment of 2011 and Land Amendment 3 - $5,465,441																								
Repayment of 2010-2023 Debt Contract - $5,465,441																								
TOTAL RENT PAYMENTS																								

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT NO. 2
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:18:03 AM
And Was Duly Recorded as Instrument # 1712348
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 07/18/2013

ITEM # 13-0521

CITY OF SANTA FE
AMENDMENT # 3 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012 and Amendment #2 dated April 30, 2013 (hereinafter collectively referred to as the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation (the "Non-profit") shall be effective on May 31, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011 as amended, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to provide a mechanism for providing up to four hours parking at for patrons of the new cinema to be constructed in the Railyard to be paid for by the Non-profit in the future.

C. The City wishes to establish a parking rate for cinema patrons and a mechanism for the Non-profit to repay the City for cinema patron parking.

D. The Non-profit wishes to repay the City for the Rent Credits provided by the City for the Cinema Parcel ("Parcel G") from May, 2012 to the date the cinema parcels become rent bearing in accordance with a an agreed upon repayment schedule.

E. The City wishes to extend the Term of the Agreement to provide adequate time for the Non-profit to repay the payment deferrals granted to the Non-profit.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 6.16 of the Agreement:

"6.16 **Cinema Parking**. The City shall provide parking for up to four (4) continuous hours (no in-and-out privileges) for cinema patrons attending performances at the cinema to be constructed on Parcel G in the Railyard (hereinafter referred to as "Cinema Parking") under the following conditions to be paid for by the Non-profit in the future:

CITY CLERK RECORDED 05/21/2013

A. The four continuous hours of Cinema Parking shall be located in the Railyard underground parking garage; no surface parking will be provided under this Amendment.

B. On behalf of the cinema patrons, the Non-profit shall pay the City at the rate of one dollar ($1.00) per hour for up to four dollars ($4.00) for four (4) hours continuous parking. Any time in the garage in excess of four (4) hours shall be paid to the City by the cinema patrons themselves.

C. The total amount of Cinema Parking shall be calculated, in accordance with paragraph B. above, annually by: (i) the SFRCC and the Cinema owner providing to the City a statement or other evidence of the number of parking tickets that it validated for Cinema Parking for each calendar year and (ii) the City comparing the number of Cinema Parking tickets validated by the Cinema owner to the actual amount of Cinema Parking utilized as verified by the City's records. By January 15th of each year, SFRCC, on behalf of the Cinema owner, and the City will jointly issue a statement of the total amount of Cinema Parking hours times the rate per hour for the prior calendar year.

D. No later than January 15, 2030, the Non-Profit shall begin to pay the City for all owed and accrued amounts of Cinema Parking calculated in accordance with this Section 6.16. The Non-Profit shall also make annual payments to the City for sums accruing under paragraph B after December 31, 2029, for as long as a cinema is in operation of Parcel G, in accordance with an agreed upon schedule of payments.

E. For purposes of this Amendment, a cinema is defined as a venue where members of the public attend screenings of movies projected on a vertical screen. If Parcel G is primarily utilized for a use other than a cinema, the parking provisions of this Section 6.16 shall be null and void.

F. The Non-profit can terminate the terms of this Section 6.16 at any time by providing thirty (30) days written notice to the City. However, terminating the provisions of this Section shall not relieve the Non-profit from its obligation to pay the City for Cinema Parking incurred prior to the effective date of termination."

2. Delete in its entirety the first paragraph of Section 3.01 entitled "Term" and replace with the following:

   A. 3.01 Term – The term of the Agreement, as amended, shall commence on April 30, 2011 and terminate immediately at 11:59pm Mountain Standard Time on January 15, 2030 unless the term is extended pursuant to the Agreement.

3. Delete in its entirety the first paragraph of Section 4.01.3 and replace with the following:

   A. "4.01.3 Commencing on the Effective Date and continuing until the Development Parcels are subleased by the Non-profit to a third party, the City will reduce the Fair Value Compensation specified in Section 4.01.2 above by the equivalent amount of Base Rent and Common Area Maintenance ("CAM") rent the Non-profit would have received from the Railyard Company,

SFC CLERK RECORDED 07/18/2013

LLC for the Development Parcels. This reduction is a credit which must be repaid by the Non-profit to the City in accordance with a repayment schedule to be agreed upon no later than March 1, 2029. The credit shall be calculated on the following basis:...

4. Except as specifically provided in this Amendment #3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SIGNATURES BEGIN ON NEXT PAGE

SFC CLERK RECORDED 11/12/2013

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

CITY OF SANTA FE ORGANIZED JULY 13 AD 1891 NEW MEXICO SEAL

Approved as to form:

_____
Geno Zamora, City Attorney 5/7/13

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk CC Mtg 6/26/13

Approved as to form:

_____ 6/25/13
Mr. Marcos A. Tapia, Finance Director

CITY CLERK RECORDED 07/15/2013

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on July 3 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires:

SFC CLERK RECORDED 07/19/2013

M:\Judie Amer\Railyard AmendLM re theatre parking clean.doc

LEASE & MANAGEMENT AGREEMENT CHRONOLOGY

Amendment No. 1 allowed for sale of the El Museo Building and increased the terms of parcel leases to fifty (50) years with options for an additional forty (40) years. (9/29/04).

Amendment No. 2 added the 3.5 acres of Plaza and Alameda north of Paseo de Peralta to SFRCC as leasehold premises and obligated SFRCC to manage the Railyard Plaza and Alameda with city approval. (10/27/04)

Amendment No .3 removed facilities for ingress and egress to parking garage, revised the parking garage completion date to July 1, 2006 (from July 1, 2004). Additionally, the amendment restructured future SFRCC operating profit to retire debt instead of requiring payment of 50% annual excess reveme to the city. This amendment also provided SFRCC with financial relief by defeming property debt service payments and allowed for additional debt relief from the city. (04/27/05)

Amendment No. 4 extended the completion of the Underground Parking garage from July 1, 2006 to January 1, 2008 and continues to allow for reduction of the payment of the Railyard acquisition and infrastructure financing debt due to the loss of revenue from the City's delay in completing the underground parking garage. This amendment also allowed for deletion of the land deeded by the City to the Oddfellows and to add the land that was received from the Oddfellows. (05/10/06)

Amendment No. 5, Extended the completion date of the Railyard Parking Garage to March 31, 2008, clarified the status of existing sublease upon termination or expiration of the Lease and Management Agreement, revises the definition of the Leasehold Premises to recognize the hike/bike trail in the Baca Street Area and widening the Alameda in the north Railyard, and addresses the methodology to allow the City to remove Affordable Housing units from the Leasehold Premises. (12/12/07)

Amendment No. 6 acknowledged sale/ leaseback of improvements on Railyard Parcel M-1, M-2, M-3, M-4, and G. (12/12/07).

Amendment No. 7 Revise Completion Date for the Railyard Underground Parking Garage; Remove Rail Line Corridor from the Leasehold; Define SFRCC responsibilities for the Park, Plaza and Alameda on the Conservation Easement; and Adjust Boundary of Leasehold Premises of Parcel E.

Amendment No. 8 Was approved in order to remove from SFRCC's leasehold premises the portion of the infrastructure constructed by SFRCC on behalf of the City including roads, sidewalks, street lights, and other utilities. This action would allow SFRCC's auditors to remove this $12.8 million asset from its accounting books. The City has been adding the infrastructure assets to its books as work was completed. Therefore, both the City and SFRCC was carrying the asset on their books.

SFC CLERK RECEIVED 07/18/2014

Amendment No. 1 was approved by the Mayor and City Council to extend the terms of the Lease and Management Agreement to June 30, 2027.

Amendment No. 2 was approved in March 2013 by the Mayor and City Council to increase the deferral amount for SFRCC.

The City Attorney approved Lease and Management Agreement Amendment No. 3 (See Attachment).

RECOMMENDED ACTION:

Please review and recommend to the Public Works Committee and City Council approval of the Railyard Lease and Management Agreement Amendment No. 3.

Attachments:
SFRCC Cover Letter
Lease and Management Agreement Amendment #3

SFC CLERK RECEIVED 07/18/2013

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

May 7, 2013

Robert M. Siqueiros
Railyard Project Administrator
City of Santa Fe
PO Box 909
120 South Federal Place
Santa Fe, NM 87504-0909

Dear Bob,

After a rigorous RFP process, the Santa Fe Railyard Community Corporation ("SFRCC") has selected a cinema operator/developer for the Railyard. The successful bidder and the three others who submitted proposals required four (4) hours of free parking for their customers.

SFRCC is requesting that the Lease and Management Agreement be amended to allow SFRCC to meet this parking requirement under the following conditions:

- A cinema customer would receive a parking stub with the time they entered the underground parking garage. The customer would proceed to purchase a cinema ticket and have their parking stub endorsed by the cinema cashier. Each ticket would be endorsed for four (4) hours. Any time over 4 hours would be paid by the customer. This request involves garage parking only. No surface parking is included.

- The City will maintain records of the cinema parking through electronic means. By March 31 of each calendar year, the City will provide an accounting of the actual amount of free parking granted to cinema customers at the rate of $1.00 per hour up to a maximum of $4.00 per space. The City and SFRCC will agree on the amount and document it for future payment.

- Commencing in 2029, SFRCC shall repay the City for all actual cinema parking utilized. The annual amount to be paid to the City will be determined in early 2029 to pay the City for parking utilized from the opening of the cinema (anticipated to be the fourth quarter of 2014) to 2029.

- If the land parcel ceases to be used for a cinema, the agreement for free customer parking would be null and void.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

Z:\Lease and Management Agreement\Amendment #3 May 2013\Lt Siqueiros to LRM Amendment #3 Cover Letter (5-6-13).doc

SFC CLERK RECORDED 07/18/2013

– The amendment also includes a one-year extension of the term of the Lease and Management Agreement to provide for the first year of repayment for the parking.

Please see enclosed the draft of the Third Amendment to the Lease and Management Agreement for your review and approval. Please advise if you need additional information.

Thank you.

Sincerely,

Richard A. Czoski, CCIM, CPM
Executive Director

COUNTY CLERK RECORDED 07/18/2013

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT # 3
PAGES: 9

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of July, 2013 at 11:13:28 AM And Was Duly Recorded as Instrument # 1712344 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

ITEM # 13-0980

CITY OF SANTA FE
AMENDMENT # 4 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on June1, 2013.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City leases premises which are part of the Leasehold Premises, Tract O, located at 410 South Guadalupe Street in Santa Fe, New Mexico and are comprised of land and the historic Depot building pursuant to that certain lease dated May 9, 2011, as amended by Amendments No. 1 dated July 31, 2012, and Amendment No. 2 dated June 1 ,2013, by and between the City of Santa Fe as Tenant and Santa Fe Railyard Community Corporation as Lessor (the "Depot Sublease").

C. The parties wish to provide a credit against the Rent owed by the Non-profit to the City under the Amended and Restated Lease and Management Agreement which is equal to the rent the City owes the Non-profit pursuant to the Depot Sublease referenced in B, above.

Pursuant to Article 8.01 of the Amended and Restated Lease and Management Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Amended and Restated Lease and Management Agreement is amended as follows:

1. Add the following as Section 4.01.4 of the Agreement:

> "4.01.4 In addition to the Rent Credit provided by Section 4.01.3 of Amendment #1 to the Amended and Restated Lease and Management Agreement, commencing on June 1, 2013 and continuing until the Depot Sublease by and between the Non-profit and the City for premises located at 410 South Guadalupe Street expires or is terminated, the City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligations to the City under the Railyard Lease and Management Agreement, as amended, as follows:

SFC CLERK RECORDED 10/17/2013

The City shall reduce the Fair Value Compensation owed by the Non-profit, as specified in Section 4.01.2, by the equivalent amount of Base Rent and Common Area Maintenance costs the Non-profit would have received from the City pursuant to the Depot Sublease. This Rent Credit shall be calculated on the following basis:

Component	Amount	Period
Base Rent	$ 2,789.12	6/01/13 to 12/31/13
CAM Rent	$ 250.16	6/01/13 to 12/31/13
TOTAL	$ 3,039.28	

After 12/31/13, the Base Rent and CAM rent will be adjusted pursuant to the terms of the Depot Sublease."

2. Delete Exhibit B-Rent Schedule dated April 30, 2013 to Amendment #2 in its entirety. Insert new Exhibit B-Rent Schedule dated June 1, 2013.

Except as specifically provided in this Amendment #4, the Amended and Restated Lease and Management Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its PRESIDENT

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____ 8/5/13
Geno Zamora, City Attorney

City:

CITY OF SANTA FE

By _____
David Coss, Mayor

Attest:

_____
Yolanda Vigil, City Clerk

Approved as to form:

_____ 9/27/13
Mr. Marcos A. Tapia, Finance Director

SEC CLERK RECORDED 10/17/2013

M:\Irene\Agreements\Amendment #4 SFRCC 9 19 13.doc

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 1, 2013, by David Coss, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

My commission expires: September 8, 2016

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on October 7, 2013, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

Notary Public

My commission expires:
February 13, 2016

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-13-2016

SFC CLERK RECORDED 10/17/2013

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2013 at 09:25:43 AM And Was Duly Recorded as Instrument # 1720837 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy _____ County Clerk, Santa Fe, NM

Exhibit B - Rent Schedule - June 1, 2013

10/22/13
2:39:32 PM

	ACTUALS								PROJECTED																GRAND
	FY2004-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	TOTALS
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(453,822)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(2,720,181)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	52,867	0	0	0	0	0	(1,378,374)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,687)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,737)
SUB-TOTAL	**(453,822)**	**(452,547)**	**(453,221)**	**(676,106)**	**(671,919)**	**(666,974)**	**(845,764)**	**(843,248)**	**(843,670)**	**(1,208,977)**	**(1,208,486)**	**(1,207,897)**	**(1,209,657)**	**(1,204,668)**	**(1,208,181)**	**(1,209,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(724,861)**	**0**	**0**	**0**	
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	**133,441**	**300,000**	**300,000**	**650,000**	**650,000**	**400,000**	**350,000**	**200,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**0**	**0**	**0**	**0**	**0**	**0**	3,483,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0																(200,000)	(850,000)	(1,300,000)	(1,133,441)	(3,483,441)
TOTAL RENT PAYMENTS	**(423,822)**	**(176,547)**	**(273,221)**	**(615,931)**	**(550,919)**	**(564,974)**	**(712,323)**	**(543,248)**	**(543,670)**	**(558,977)**	**(558,486)**	**(807,897)**	**(859,657)**	**(1,004,668)**	**(1,108,181)**	**(1,109,694)**	**(1,209,208)**	**(1,206,723)**	**(1,207,238)**	**(1,099,772)**	**(723,450)**	**(924,861)**	**(850,000)**	**(1,300,000)**	**0**	(18,933,468)

NOTES

1. In addition to the deferrals specified above, the following credits should be applied to the Rent payable by the non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4.

ITEM # 15-1031e

CITY OF SANTA FE
AMENDMENT No. 5 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment No. 1 dated May 18, 2012, Amendment No. 2 dated April 30, 2013, and Amendment No. 3 dated May 31, 2013 and Amendment No. 4 dated June 1, 2013 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on September 10, 2015.

RECITALS:

WHEREAS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement; and

B. The parties wish to clarify that all subleases entered into by the Non-profit shall be assigned to the City when the Agreement expires.

AGREEMENT:

Pursuant to Section 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit hereby agree to amend the Agreement as follows:

1. Add a sentence (beginning "In the event of termination or expiration of this Agreement...") after the first sentence of Section 7.03 so that the Section reads in its entirety:

"**7.03 Assignment to the City** In the event of the occurrence of any Event of Default, or prior to any election by the Non-profit to opt out of this Agreement pursuant to section 7.02 each party shall have the right to give a written notice to the other party and any person known to a party to have a mortgage or similar interest in the Non-profit's leasehold, subject to the limitations set forth in this Agreement that, on the date specified in such notice which shall be at least 60 days following the date of the notice, all of the Non-profit's interest under this Agreement shall be assigned to the City unless on or before such date all arrears of rent and all other sums payable by Non-profit under this Agreement and all costs and expenses incurred by or on behalf of City hereunder shall have been paid by Non-profit and all other Events of Default at the time existing shall have been remedied to the satisfaction of City. In the event of termination or expiration of this Agreement, the Non-profit's interest under this Agreement shall automatically be transferred and assigned to the City. If the Non-profit's

interest hereunder is transferred and assigned to the City, that interest shall not merge with the City's fee ownership of the land to the extent that and for so long as the Non-profit's interest, and that of any sublessee from the Non-profit, at the time of transfer, was subject to any leasehold mortgage, pledge, assignment of rents and profits, or other security interest, and the City shall assume the Non-profit's position and obligations hereunder. To the extent the Non-profit's interest merges with the City's fee ownership, the City shall recognize all tenants under subleases with the Non-profit as its tenants and those tenants shall attorn to the City as landlord. The remedy provided in this section 7.03 is in lieu of termination but is not intended to preclude any other remedies, including termination of this Agreement and retaking of the Leasehold Premises, available to the City."

2. Agreement in Full Force. Except as specifically provided in this Amendment No. 5, all other terms and conditions of the Agreement remain unchanged and in full force and effect, in accordance with their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 as of the date set forth below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name Steven Robinson

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 15-00097164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
OC mtg. 9/30/15

Approved as to Form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____
Oscar S. Rodriguez, Finance Director

CITY CLERK RECORDED 10/22/2015

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on October 16, 2015, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on October 21, 2015, by Steven Robinson, the President of Santa Fe Railyard Community Corporation, a New Mexico nonprofit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires:

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENET NO. 5
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of October, 2015 at 11:21:46 AM And Was Duly Recorded as Instrument # 1777909 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 10/23/2015

ITEM # 16-0023

CITY OF SANTA FE
AMENDMENT # 6 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, and Amendment #5 dated September 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on December 1, 2015.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit B of the Agreement to provide for additional deferrals of Rent due from the Non-profit.

C. The City wishes to amend Exhibit C of the Agreement to revise the areas of maintenance responsibilities of the City to include what was formerly known as "Parcel W" located at 705 Alarid Street. Parcel W was added to the Deed of Conservation Easement on November 3, 2014.

D. The parties wish to remove Parcel W, located at 705 Alarid Street, from the description of the Leasehold Premises.

E. The City wishes to add parcels A-3 and A-4 to the description of the Leasehold Premises.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"2.01 **Grant of Lease Premises** The City hereby enters into this Agreement with the Non-profit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation

Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from that garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No. 2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated December 1, 2015, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Exhibit B entitled "Rent Schedule" dated April 30, 2013 and replace with the enclosed Exhibit B entitled "Rent Schedule" dated December 1, 2015.

3. Delete in its entirety Exhibit C entitled "Maintenance Responsibilities" dated April 30, 2013 and replace with the enclosed Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015. Upon the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building, the maintenance of Parcel A-4 shall become the responsibility of the sublease tenant.

Except as specifically provided in this Amendment #6, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SC CLERK RECORDED 01/25/2016

IN WITNESS WHEREOF, the parties have executed this Amendment #6 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 15-00097164

City:

CITY OF SANTA FE

By _____
Javier Gonzales, Mayor

Attest:

_____
Yolanda Vigil, City Clerk
CC mtg. 1/13/16

Approved as to form:

_____
Kelley A. Brennan, City Attorney

Approved:

_____ 1-20-2016
Oscar Rodriguez, Finance Director

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 25TH Day Of January, 2016 at 12:05:30 PM And Was Duly Recorded as Instrument # 1784759 Of The Records Of Santa Fe County

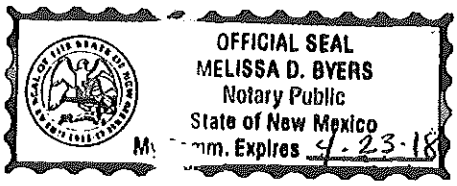
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on January 15, 2016, by Javier Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4-23-18



STATE OF NEW MEXICO
§:
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

_____
Notary Public

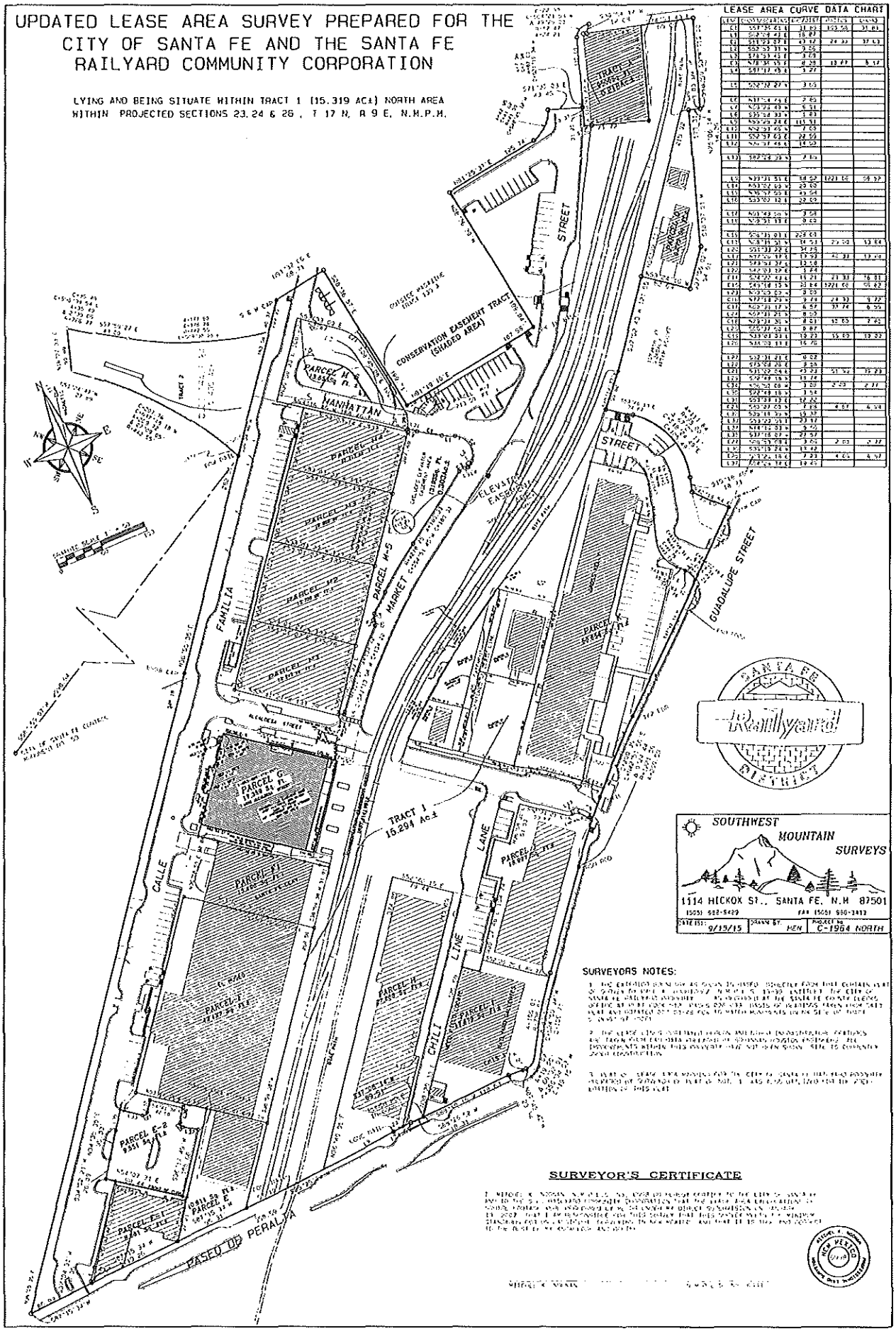
My commission expires:

SC CLERK RECORDED 01/25/2016

SFC CLERK RECORDED 01/22/2016

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC±) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.



SURVEYORS NOTES:

1. THE EXISTING LEASE AREA AS SHOWN HEREON SPECIFICALLY EXCLUDES FROM ITSELF CERTAIN AREAS OF SPACE OCCUPIED BY PARCEL E, PARCEL F, PARCEL G, PARCEL H, THE CITY OF SANTA FE RAILYARD PARK, AS DESCRIBED BY THE SEPARATE LEASES COVERING SUCH PARCELS AND RECORDED IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO AS DOCUMENT NOS. 1703,[illegible] AND 1703,[illegible] AND AS SHOWN HEREON.

2. THE LEASE AREA IS SUBJECT TO CERTAIN EASEMENTS AND RIGHTS-OF-WAY AS SHOWN HEREON AND AS SET FORTH IN THE LEASE AGREEMENT.

3. [illegible]

SURVEYOR'S CERTIFICATE

I, [illegible], NEW MEXICO [illegible] DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE SANTA FE RAILYARD COMMUNITY CORPORATION THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

[illegible]

SFC CLERK RECORDED 01/25/2016

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 (0.142 AC±)
PROJECTED SECTIONS 26, T 17 N, R 9 E, N.M.P.M.

PASEO DE PERALTA

PARCEL A3 BOUNDARY

LINE	CHORD/ARC BEARING	ARC/CHORD	RADIUS/TAN	CHORD
L1	N73°49'E	11.00'		
L2	N73°49'E	11.00'		
L3	N73°49'E	17.79'		
L4	N73°49'E	17.79'		
L5	N73°49'E	17.79'		
L6	N73°49'E	17.79'		

SFC CLERK RECORDED 01/25/2016

UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 AC±) PROJECTED SECTIONS 26 , T 17 N. R 9 E. N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. "ZDROJ", EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES

1. BASIS OF BEARINGS ARE GRID BEARINGS BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS. DISTANCES ARE GROUND DISTANCES. GRID TO GROUND FACTOR = 0.99967.

2. ALL RECORD LINES AND BEARINGS NOTED HEREON ARE IDENTICAL TO THOSE SHOWN ON THE PLAT OF SURVEY RECORDED IN THE SANTA FE COUNTY CLERK'S OFFICE ON JANUARY 25, 2016 AS INSTRUMENT NO. 1780241 IN BOOK 813 AT PAGE 036.

3. BASIS OF BEARINGS AND DISTANCES FOR THE RIGHT AND LEFT SIDE LINES TO BE CUT OR CREATED BY THIS SURVEY ARE AS SHOWN HEREON.

4. IMPROVEMENTS AND OTHER REGISTERED FEATURES ARE NOT SHOWN, REFER TO AS-BUILT SURVEY OF THIS PROPERTY FOR COMPLETION DATE OF PHYSICAL FEATURES AND REFER TO EXISTING EASEMENT SURVEY OF THE SANTA FE RAILYARD COMMUNITY CORPORATION FOR ALL EASEMENTS, LEASES AND AGREEMENTS AFFECTING THIS PROPERTY. ALL EASEMENTS, LEASES AND AGREEMENTS ARE NOT SHOWN HEREON.

5. BASIS OF SIDE LINES DESCRIBED AS "RIGHT AND LEFT SIDE LINES TO BE CUT OR CREATED BY THIS SURVEY" ARE AS SHOWN HEREON.

SANTA FE RAILYARD

SANTY ST

IS ALAMEDA

IS ALAMEDA

FLAGMAN WAY

DE MARGIE

BACA STREET

CERRILLOS ROAD

COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ... DAY OF ... A.D. 20... AT ... O'CLOCK ... M. AND WAS DULY RECORDED IN PLAT BOOK ... PAGE ... OF THE RECORDS OF SANTA FE COUNTY

WITNESS MY HAND AND SEAL OF OFFICE
DEPUTY
COUNTY CLERK, SANTA FE COUNTY, N.M.

LEASE AREA DATA CHART

LINE	BEARING/DELTA	LENGTH	RADIUS	CHORD
L1	N15°17'24"W	6.46'		
L2	N03°13'15"E	4.11'		
C1	N58°18'44"E	6.94'	13.33'	6.86'
C2	N43°51'11"E	6.78'	13.33'	6.69'
L3	S54°13'34"E	5.93'		
L4	S61°15'29"E	3.35'	3.95'	3.25'
L5	S77°17'46"E	1.47'		
L6	S75°03'19"E	7.91'		
L7	S67°25'34"E	3.74'		
C3	S61°18'44"W	7.19'	13.33'	7.10'
C4	S46°18'44"W	5.42'	13.33'	5.38'
L8	N39°03'53"E	5.63'		
L9	N49°25'47"E	2.83'	13.33'	2.82'
L10	N61°18'44"E	12.15'		
C5	S49°25'47"W	6.17'		
C6	S67°25'47"W	6.17'		
L11	S20°28'29"E	10.85'	27.92'	10.79'
L12	S69°03'53"W	3.58'		
L13	S13°23'55"E	2.83'		
L14	S61°31'35"E	7.51'	3.29'	5.85'
L15	S69°03'53"W	9.50'		
L16	S20°56'07"E	2.00'	6.58'	2.00'
L17	N69°03'53"E	1.92'		
L18	N20°56'07"W	4.78'		
L19	S69°03'53"W	9.50'		
L20	S20°56'07"E	2.00'		
L21	S69°03'53"W	1.92'		
L22	S20°56'07"E	4.78'		
L23	N69°03'53"E	9.50'		
L24	S20°56'07"E	2.00'		
L25	S69°03'53"W	9.50'		
L26	N20°56'07"W	2.00'		
L27	S69°03'53"W	1.92'		
L28	N20°56'07"W	4.78'		
L29	N69°03'53"E	9.50'		
L30	N20°56'07"W	2.00'		
L31	N69°03'53"E	1.92'		
L32	S20°56'07"E	4.78'		
L33	N69°03'53"E	9.50'		
L34	S20°56'07"E	2.00'		
L35	S69°03'53"W	9.50'		
L36	S20°56'07"E	2.00'		
L37	S69°03'53"W	1.92'		
L38	S20°56'07"E	4.78'		
L39	N69°03'53"E	9.50'		
L40	S20°56'07"E	2.00'		
L41	S69°03'53"W	9.50'		
L42	N20°56'07"W	2.00'		
L43	S69°03'53"W	1.92'		
L44	N20°56'07"W	4.78'		
L45	N69°03'53"E	9.50'		
L46	N20°56'07"W	2.00'		
L47	N69°03'53"E	1.92'		
L48	S20°56'07"E	4.78'		
L49	N69°03'53"E	9.50'		
L50	S20°56'07"E	2.00'		
L51	S69°03'53"W	9.50'		
L52	S20°56'07"E	2.00'		
L53	S69°03'53"W	1.92'		
L54	S20°56'07"E	4.78'		
L55	N69°03'53"E	9.50'		
L56	S20°56'07"E	2.00'		
L57	S69°03'53"W	9.50'		
L58	N20°56'07"W	2.00'		
L59	S69°03'53"W	1.92'		
L60	N20°56'07"W	4.78'		
L61	N69°03'53"E	9.50'		
L62	N20°56'07"W	2.00'		
L63	N69°03'53"E	1.92'		
L64	S20°56'07"E	4.78'		
L65	N69°03'53"E	9.50'		
L66	S20°56'07"E	2.00'		
L67	S69°03'53"W	9.50'		
L68	S20°56'07"E	2.00'		
L69	S69°03'53"W	1.92'		
L70	S20°56'07"E	4.78'		
L71	N69°03'53"E	9.50'		
L72	S20°56'07"E	2.00'		
L73	S69°03'53"W	9.50'		
L74	N20°56'07"W	2.00'		
L75	S69°03'53"W	1.92'		
L76	N20°56'07"W	4.78'		
L77	N69°03'53"E	9.50'		
L78	N20°56'07"W	2.00'		
L79	N69°03'53"E	1.92'		
L80	S20°56'07"E	4.78'		
L81	N69°03'53"E	9.50'		
L82	S20°56'07"E	2.00'		
L83	S69°03'53"W	9.50'		
L84	S20°56'07"E	2.00'		
L85	S69°03'53"W	1.92'		
L86	S20°56'07"E	4.78'		
L87	N69°03'53"E	9.50'		
L88	S20°56'07"E	2.00'		
L89	S69°03'53"W	9.50'		
L90	N20°56'07"W	2.00'		
L91	S69°03'53"W	1.92'		
L92	N20°56'07"W	4.78'		
L93	N69°03'53"E	9.50'		
L94	N20°56'07"W	2.00'		
L95	N69°03'53"E	1.92'		
L96	S20°56'07"E	4.78'		
L97	N69°03'53"E	9.50'		
L98	S20°56'07"E	2.00'		
L99	S69°03'53"W	9.50'		
L100	S20°56'07"E	2.00'		
L101	S69°03'53"W	1.92'		
L102	S20°56'07"E	4.78'		
L103	N69°03'53"E	9.50'		
L104	S20°56'07"E	2.00'		
L105	S69°03'53"W	9.50'		
L106	N20°56'07"W	2.00'		
L107	S69°03'53"W	1.92'		
L108	N20°56'07"W	4.78'		
L109	N69°03'53"E	9.50'		
L110	N20°56'07"W	2.00'		
L111	N69°03'53"E	1.92'		
L112	S20°56'07"E	4.78'		
L113	N69°03'53"E	9.50'		
L114	S20°56'07"E	2.00'		
L115	S69°03'53"W	9.50'		
L116	S20°56'07"E	2.00'		
L117	S69°03'53"W	1.92'		
L118	S20°56'07"E	4.78'		
L119	N69°03'53"E	9.50'		
L120	S20°56'07"E	2.00'		
L121	S69°03'53"W	9.50'		
L122	N20°56'07"W	2.00'		
L123	S69°03'53"W	1.92'		
L124	N20°56'07"W	4.78'		
L125	N69°03'53"E	9.50'		
L126	N20°56'07"W	2.00'		
L127	N69°03'53"E	1.92'		
L128	S20°56'07"E	4.78'		
L129	N69°03'53"E	9.50'		
L130	S20°56'07"E	2.00'		
L131	S69°03'53"W	9.50'		
L132	S20°56'07"E	2.00'		
L133	S69°03'53"W	1.92'		
L134	S20°56'07"E	4.78'		
L135	N69°03'53"E	9.50'		
L136	S20°56'07"E	2.00'		
L137	S69°03'53"W	9.50'		
L138	N20°56'07"W	2.00'		
L139	S69°03'53"W	1.92'		
L140	N20°56'07"W	4.78'		
L141	N69°03'53"E	9.50'		
L142	N20°56'07"W	2.00'		
L143	N69°03'53"E	1.92'		
L144	S20°56'07"E	4.78'		
L145	N69°03'53"E	9.50'		
L146	S20°56'07"E	2.00'		
L147	S69°03'53"W	9.50'		
L148	S20°56'07"E	2.00'		
L149	S69°03'53"W	1.92'		
L150	S20°56'07"E	4.78'		
L151	N69°03'53"E	9.50'		
L152	S20°56'07"E	2.00'		
L153	S69°03'53"W	9.50'		
L154	N20°56'07"W	2.00'		
L155	S69°03'53"W	1.92'		
L156	N20°56'07"W	4.78'		
L157	N69°03'53"E	9.50'		
L158	N20°56'07"W	2.00'		
L159	N69°03'53"E	1.92'		
L160	S20°56'07"E	4.78'		
L161	N69°03'53"E	9.50'		
L162	S20°56'07"E	2.00'		
L163	S69°03'53"W	9.50'		
L164	S20°56'07"E	2.00'		
L165	S69°03'53"W	1.92'		
L166	S20°56'07"E	4.78'		
L167	N69°03'53"E	9.50'		
L168	S20°56'07"E	2.00'		
L169	S69°03'53"W	9.50'		
L170	N20°56'07"W	2.00'		
L171	S69°03'53"W	1.92'		
L172	N20°56'07"W	4.78'		
L173	N69°03'53"E	9.50'		
L174	N20°56'07"W	2.00'		
L175	N69°03'53"E	1.92'		
L176	S20°56'07"E	4.78'		
L177	N69°03'53"E	9.50'		
L178	S20°56'07"E	2.00'		
L179	S69°03'53"W	9.50'		
L180	S20°56'07"E	2.00'		
L181	S69°03'53"W	1.92'		
L182	S20°56'07"E	4.78'		
L183	N69°03'53"E	9.50'		
L184	S20°56'07"E	2.00'		
L185	S69°03'53"W	9.50'		
L186	N20°56'07"W	2.00'		
L187	S69°03'53"W	1.92'		
L188	N20°56'07"W	4.78'		
L189	N69°03'53"E	9.50'		
L190	N20°56'07"W	2.00'		
L191	N69°03'53"E	1.92'		
L192	S20°56'07"E	4.78'		
L193	N69°03'53"E	9.50'		
L194	S20°56'07"E	2.00'		
L195	S69°03'53"W	9.50'		
L196	S20°56'07"E	2.00'		
L197	S69°03'53"W	1.92'		
L198	S20°56'07"E	4.78'		
L199	N69°03'53"E	9.50'		
L200	S20°56'07"E	2.00'		
L201	S69°03'53"W	9.50'		
L202	N20°56'07"W	2.00'		
L203	S69°03'53"W	1.92'		
L204	N20°56'07"W	4.78'		
L205	N69°03'53"E	9.50'		
L206	N20°56'07"W	2.00'		
L207	N69°03'53"E	1.92'		
L208	S20°56'07"E	4.78'		
L209	N69°03'53"E	9.50'		
L210	S20°56'07"E	2.00'		
L211	S69°03'53"W	9.50'		
L212	S20°56'07"E	2.00'		
L213	S69°03'53"W	1.92'		
L214	S20°56'07"E	4.78'		
L215	N69°03'53"E	9.50'		
L216	S20°56'07"E	2.00'		
L217	S69°03'53"W	9.50'		
L218	N20°56'07"W	2.00'		
L219	S69°03'53"W	1.92'		
L220	N20°56'07"W	4.78'		
L221	N69°03'53"E	9.50'		
L222	N20°56'07"W	2.00'		
L223	N69°03'53"E	1.92'		
L224	S20°56'07"E	4.78'		
L225	N69°03'53"E	9.50'		
L226	S20°56'07"E	2.00'		
L227	S69°03'53"W	9.50'		
L228	S20°56'07"E	2.00'		
L229	S69°03'53"W	1.92'		
L230	S20°56'07"E	4.78'		
L231	N69°03'53"E	9.50'		
L232	S20°56'07"E	2.00'		
L233	S69°03'53"W	9.50'		
L234	N20°56'07"W	2.00'		
L235	S69°03'53"W	1.92'		
L236	N20°56'07"W	4.78'		
L237	N69°03'53"E	9.50'		
L238	N20°56'07"W	2.00'		
L239	N69°03'53"E	1.92'		
L240	S20°56'07"E	4.78'		
L241	N69°03'53"E	9.50'		
L242	S20°56'07"E	2.00'		
L243	S69°03'53"W	9.50'		
L244	S20°56'07"E	2.00'		
L245	S69°03'53"W	1.92'		
L246	S20°56'07"E	4.78'		
L247	N69°03'53"E	9.50'		
L248	S20°56'07"E	2.00'		
L249	S69°03'53"W	9.50'		
L250	N20°56'07"W	2.00'		
L251	S69°03'53"W	1.92'		
L252	N20°56'07"W	4.78'		
L253	N69°03'53"E	9.50'		
L254	N20°56'07"W	2.00'		
L255	N69°03'53"E	1.92'		
L256	S20°56'07"E	4.78'		
L257	N69°03'53"E	9.50'		
L258	S20°56'07"E	2.00'		
L259	S69°03'53"W	9.50'		
L260	S20°56'07"E	2.00'		
L261	S69°03'53"W	1.92'		
L262	S20°56'07"E	4.78'		
L263	N69°03'53"E	9.50'		
L264	S20°56'07"E	2.00'		
L265	S69°03'53"W	9.50'		
L266	N20°56'07"W	2.00'		
L267	S69°03'53"W	1.92'		
L268	N20°56'07"W	4.78'		
L269	N69°03'53"E	9.50'		
L270	N20°56'07"W	2.00'		
L271	N69°03'53"E	1.92'		
L272	S20°56'07"E	4.78'		
L273	N69°03'53"E	9.50'		
L274	S20°56'07"E	2.00'		
L275	S69°03'53"W	9.50'		
L276	S20°56'07"E	2.00'		
L277	S69°03'53"W	1.92'		
L278	S20°56'07"E	4.78'		
L279	N69°03'53"E	9.50'		
L280	S20°56'07"E	2.00'		
L281	S69°03'53"W	9.50'		
L282	N20°56'07"W	2.00'		
L283	S69°03'53"W	1.92'		
L284	N20°56'07"W	4.78'		
L285	N69°03'53"E	9.50'		
L286	N20°56'07"W	2.00'		
L287	N69°03'53"E	1.92'		
L288	S20°56'07"E	4.78'		
L289	N69°03'53"E	9.50'		
L290	S20°56'07"E	2.00'		
L291	S69°03'53"W	9.50'		
L292	S20°56'07"E	2.00'		
L293	S69°03'53"W	1.92'		
L294	S20°56'07"E	4.78'		
L295	N69°03'53"E	9.50'		
L296	S20°56'07"E	2.00'		
L297	S69°03'53"W	9.50'		
L298	N20°56'07"W	2.00'		
L299	S69°03'53"W	1.92'		
L300	N20°56'07"W	4.78'		
L301	N69°03'53"E	9.50'		
L302	N20°56'07"W	2.00'		
L303	N69°03'53"E	1.92'		
L304	S20°56'07"E	4.78'		
L305	N69°03'53"E	9.50'		
L306	S20°56'07"E	2.00'		
L307	S69°03'53"W	9.50'		
L308	S20°56'07"E	2.00'		
L309	S69°03'53"W	1.92'		
L310	S20°56'07"E	4.78'		
L311	N69°03'53"E	9.50'		
L312	S20°56'07"E	2.00'		
L313	S69°03'53"W	9.50'		
L314	N20°56'07"W	2.00'		
L315	S69°03'53"W	1.92'		
L316	N20°56'07"W	4.78'		
L317	N69°03'53"E	9.50'		
L318	N20°56'07"W	2.00'		
L319	N69°03'53"E	1.92'		
L320	S20°56'07"E	4.78'		
L321	N69°03'53"E	9.50'		
L322	S20°56'07"E	2.00'		
L323	S69°03'53"W	9.50'		
L324	S20°56'07"E	2.00'		
L325	S69°03'53"W	1.92'		
L326	S20°56'07"E	4.78'		
L327	N69°03'53"E	9.50'		
L328	S20°56'07"E	2.00'		
L329	S69°03'53"W	9.50'		
L330	N20°56'07"W	2.00'		
L331	S69°03'53"W	1.92'		
L332	N20°56'07"W	4.78'		
L333	N69°03'53"E	9.50'		
L334	N20°56'07"W	2.00'		
L335	N69°03'53"E	1.92'		
L336	S20°56'07"E	4.78'		
L337	N69°03'53"E	9.50'		
L338	S20°56'07"E	2.00'		
L339	S69°03'53"W	9.50'		
L340	S20°56'07"E	2.00'		
L341	S69°03'53"W	1.92'		
L342	S20°56'07"E	4.78'		
L343	N69°03'53"E	9.50'		
L344	S20°56'07"E	2.00'		
L345	S69°03'53"W	9.50'		
L346	N20°56'07"W	2.00'		
L347	S69°03'53"W	1.92'		
L348	N20°56'07"W	4.78'		
L349	N69°03'53"E	9.50'		
L350	N20°56'07"W	2.00'		
L351	N69°03'53"E	1.92'		
L352	S20°56'07"E	4.78'		
L353	N69°03'53"E	9.50'		
L354	S20°56'07"E	2.00'		
L355	S69°03'53"W	9.50'		
L356	S20°56'07"E	2.00'		
L357	S69°03'53"W	1.92'		
L358	S20°56'07"E	4.78'		
L359	N69°03'53"E	9.50'		
L360	S20°56'07"E	2.00'		
L361	S69°03'53"W	9.50'		
L362	N20°56'07"W	2.00'		
L363	S69°03'53"W	1.92'		
L364	N20°56'07"W	4.78'		
L365	N69°03'53"E	9.50'		
L366	N20°56'07"W	2.00'		
L367	N69°03'53"E	1.92'		
L368	S20°56'07"E	4.78'		
L369	N69°03'53"E	9.50'		
L370	S20°56'07"E	2.00'		
L371	S69°03'53"W	9.50'		
L372	S20°56'07"E	2.00'		
L373	S69°03'53"W	1.92'		
L374	S20°56'07"E	4.78'		
L375	N69°03'53"E	9.50'		
L376	S20°56'07"E	2.00'		
L377	S69°03'53"W	9.50'		
L378	N20°56'07"W	2.00'		
L379	S69°03'53"W	1.92'		
L380	N20°56'07"W	4.78'		
L381	N69°03'53"E	9.50'		
L382	N20°56'07"W	2.00'		
L383	N69°03'53"E	1.92'		
L384	S20°56'07"E	4.78'		
L385	N69°03'53"E	9.50'		
L386	S20°56'07"E	2.00'		
L387	S69°03'53"W	9.50'		
L388	S20°56'07"E	2.00'		
L389	S69°03'53"W	1.92'		
L390	S20°56'07"E	4.78'		
L391	N69°03'53"E	9.50'		
L392	S20°56'07"E	2.00'		
L393	S69°03'53"W	9.50'		
L394	N20°56'07"W	2.00'		
L395	S69°03'53"W	1.92'		
L396	N20°56'07"W	4.78'		
L397	N69°03'53"E	9.50'		
L398	N20°56'07"W	2.00'		
L399	N69°03'53"E	1.92'		
L400	S20°56'07"E	4.78'		
L401	N69°03'53"E	9.50'		
L402	S20°56'07"E	2.00'		
L403	S69°03'53"W	9.50'		
L404	S20°56'07"E	2.00'		
L405	S69°03'53"W	1.92'		
L406	S20°56'07"E	4.78'		
L407	N69°03'53"E	9.50'		
L408	S20°56'07"E	2.00'		
L409	S69°03'53"W	9.50'		
L410	N20°56'07"W	2.00'		
L411	S69°03'53"W	1.92'		
L412	N20°56'07"W	4.78'		
L413	N69°03'53"E	9.50'		
L414	N20°56'07"W	2.00'		
L415	N69°03'53"E	1.92'		
L416	S20°56'07"E	4.78'		
L417	N69°03'53"E	9.50'		
L418	S20°56'07"E	2.00'		
L419	S69°03'53"W	9.50'		
L420	S20°56'07"E	2.00'		
L421	S69°03'53"W	1.92'		
L422	S20°56'07"E	4.78'		
L423	N69°03'53"E	9.50'		
L424	S20°56'07"E	2.00'		
L425	S69°03'53"W	9.50'		
L426	N20°56'07"W	2.00'		
L427	S69°03'53"W	1.92'		
L428	N20°56'07"W	4.78'		
L429	N69°03'53"E	9.50'		
L430	N20°56'07"W	2.00'		
L431	N69°03'53"E	1.92'		
L432	S20°56'07"E	4.78'		
L433	N69°03'53"E	9.50'		
L434	S20°56'07"E	2.00'		
L435	S69°03'53"W	9.50'		
L436	S20°56'07"E	2.00'		
L437	S69°03'53"W	1.92'		
L438	S20°56'07"E	4.78'		
L439	N69°03'53"E	9.50'		
L440	S20°56'07"E	2.00'		
L441	S69°03'53"W	9.50'		
L442	N20°56'07"W	2.00'		
L443	S69°03'53"W	1.92'		
L444	N20°56'07"W	4.78'		
L445	N69°03'53"E	9.50'		
L446	N20°56'07"W	2.00'		
L447	N69°03'53"E	1.92'		
L448	S20°56'07"E	4.78'		
L449	N69°03'53"E	9.50'		
L450	S20°56'07"E	2.00'		
L451	S69°03'53"W	9.50'		
L452	S20°56'07"E	2.00'		
L453	S69°03'53"W	1.92'		
L454	S20°56'07"E	4.78'		
L455	N69°03'53"E	9.50'		
L456	S20°56'07"E	2.00'		
L457	S69°03'53"W	9.50'		
L458	N20°56'07"W	2.00'		
L459	S69°03'53"W	1.92'		
L460	N20°56'07"W	4.78'		
L461	N69°03'53"E	9.50'		
L462	N20°56'07"W	2.00'		
L463	N69°03'53"E	1.92'		
L464	S20°56'07"E	4.78'		
L465	N69°03'53"E	9.50'		
L466	S20°56'07"E	2.00'		
L467	S69°03'53"W	9.50'		
L468	S20°56'07"E	2.00'		
L469	S69°03'53"W	1.92'		
L470	S20°56'07"E	4.78'		
L471	N69°03'53"E	9.50'		
L472	S20°56'07"E	2.00'		
L473	S69°03'53"W	9.50'		
L474	N20°56'07"W	2.00'		
L475	S69°03'53"W	1.92'		
L476	N20°56'07"W	4.78'		
L477	N69°03'53"E	9.50'		
L478	N20°56'07"W	2.00'		
L479	N69°03'53"E	1.92'		
L480	S20°56'07"E	4.78'		
L481	N69°03'53"E	9.50'		
L482	S20°56'07"E	2.00'		
L483	S69°03'53"W	9.50'		
L484	S20°56'07"E	2.00'		
L485	S69°03'53"W	1.92'		
L486	S20°56'07"E	4.78'		
L487	N69°03'53"E	9.50'		
L488	S20°56'07"E	2.00'		
L489	S69°03'53"W	9.50'		
L490	N20°56'07"W	2.00'		
L491	S69°03'53"W	1.92'		
L492	N20°56'07"W	4.78'		
L493	N69°03'53"E	9.50'		
L494	N20°56'07"W	2.00'		
L495	N69°03'53"E	1.92'		
L496	S20°56'07"E	4.78'		
L497	N69°03'53"E	9.50'		
L498	S20°56'07"E	2.00'		
L499	S69°03'53"W	9.50'		
L500	S20°56'07"E	2.00'		
L501	S69°03'53"W	1.92'		
L502	S20°56'07"E	4.78'		
L503	N69°03'53"E	9.50'		
L504	S20°56'07"E	2.00'		
L505	S69°03'53"W	9.50'		
L506	N20°56'07"W	2.00'		
L507	S69°03'53"W	1.92'		
L508	N20°56'07"W	4.78'		
L509	N69°03'53"E	9.50'		
L510	N20°56'07"W	2.00'		
L511	N69°03'53"E	1.92'		
L512	S20°56'07"E	4.78'		
L513	N69°03'53"E	9.50'		
L514	S20°56'07"E	2.00'		
L515	S69°03'53"W	9.50'		
L516	S20°56'07"E	2.00'		
L517	S69°03'53"W	1.92'		
L518	S20°56'07"E	4.78'		
L519	N69°03'53"E	9.50'		
L520	S20°56'07"E	2.00'		
L521	S69°03'53"W	9.50'		
L522	N20°56'07"W	2.00'		
L523	S69°03'53"W	1.92'		
L524	N20°56'07"W	4.78'		
L525	N69°03'53"E	9.50'		
L526	N20°56'07"W	2.00'		
L527	N69°03'53"E	1.92'		
L528	S20°56'07"E	4.78'		
L529	N69°03'53"E	9.50'		
L530	S20°56'07"E	2.00'		
L531	S69°03'53"W	9.50'		
L532	S20°56'07"E	2.00'		
L533	S69°03'53"W	1.92'		
L534	S20°56'07"E	4.78'		
L535	N69°03'53"E	9.50'		
L536	S20°56'07"E	2.00'		
L537	S69°03'53"W	9.50'		
L538	N20°56'07"W	2.00'		
L539	S69°03'53"W	1.92'		
L540	N20°56'07"W	4.78'		
L541	N69°03'53"E	9.50'		
L542	N20°56'07"W	2.00'		
L543	N69°03'53"E	1.92'		
L544	S20°56'07"E	4.78'		
L545	N69°03'53"E	9.50'		
L546	S20°56'07"E	2.00'		
L547	S69°03'53"W	9.50'		
L548	S20°56'07"E	2.00'		
L549	S69°03'53"W	1.92'		
L550	S20°56'07"E	4.78'		
L551	N69°03'53"E	9.50'		
L552	S20°56'07"E	2.00'		
L553	S69°03'53"W	9.50'		
L554	N20°56'07"W	2.00'		
L555	S69°03'53"W	1.92'		
L556	N20°56'07"W	4.78'		
L557	N69°03'53"E	9.50'		
L558	N20°56'07"W	2.00'		
L559	N69°03'53"E	1.92'		
L560	S20°56'07"E	4.78'		
L561	N69°03'53"E	9.50'		
L562	S20°56'07"E	2.00'		
L563	S69°03'53"W	9.50'		
L564	S20°56'07"E	2.00'		
L565	S69°03'53"W	1.92'		
L566	S20°56'07"E	4.78'		
L567	N69°03'53"E	9.50'		
L568	S20°56'07"E	2.00'		
L569	S69°03'53"W	9.50'		
L570	N20°56'07"W	2.00'		
L571	S69°03'53"W	1.92'		
L572	N20°56'07"W	4.78'		
L573	N69°03'53"E	9.50'		
L574	N20°56'07"W	2.00'		
L575	N69°03'53"E	1.92'		
L576	S20°56'07"E	4.78'		
L577	N69°03'53"E	9.50'		
L578	S20°56'07"E	2.00'		
L579	S69°03'53"W	9.50'		
L580	S20°56'07"E	2.00'		
L581	S69°03'53"W	1.92'		
L582	S20°56'07"E	4.78'		
L583	N69°03'53"E	9.50'		
L584	S20°56'07"E	2.00'		
L585	S69°03'53"W	9.50'		
L586	N20°56'07"W	2.00'		
L587	S69°03'53"W	1.92'		
L588	N20°56'07"W	4.78'		
L589	N69°03'53"E	9.50'		
L590	N20°56'07"W	2.00'		
L591	N69°03'53"E	1.92'		
L592	S20°56'07"E	4.78'		
L593	N69°03'53"E	9.50'		
L594	S20°56'07"E	2.00'		
L595	S69°03'53"W	9.50'		
L596	S20°56'07"E	2.00'		
L597	S69°03'53"W	1.92'		
L598	S20°56'07"E	4.78'		
L599	N69°03'53"E	9.50'		
L600	S20°56'07"E	2.00'		
L601	S69°03'53"W	9.50'		
L602	N20°56'07"W	2.00'		
L603	S69°03'53"W	1.92'		
L604	N20°56'07"W	4.78'		
L605	N69°03'53"E	9.50'		
L606	N20°56'07"W	2.00'		
L607	N69°03'53"E	1.92'		
L608	S20°56'07"E	4.78'		
L609	N69°03'53"E	9.50'		
L610	S20°56'07"E	2.00'		
L611	S69°03'53"W	9.50'		
L612	S20°56'07"E	2.00'		
L613	S69°03'53"W	1.92'		
L614	S20°56'07"E	4.78'		
L615	N69°03'53"E	9.50'		
L616	S20°56'07"E	2.00'		
L617	S69°03'53"W	9.50'		
L618	N20°56'07"W	2.00'		
L619	S69°03'53"W	1.92'		
L620	N20°56'07"W	4.78'		
L621	N69°03'53"E	9.50'		
L622	N20°56'07"W	2.00'		
L623	N69°03'53"E	1.92'		
L624	S20°56'07"E	4.78'	

City of Santa Fe
NEWS RELEASE
www.santafenm.gov

Second Public Meeting on Short-Term Rentals

Opportunity To Provide Input On City Approach To Booming Rental Market

January 20, 2015

For Immediate Release

Contact: John Feins, TOURISM Santa Fe; jgfeins@santafenm.gov, (505) 955-6221

Santa Fe, NM – After a successful and well-attended public meeting on January 7th, the City of Santa Fe is holding a second meeting to give folks who could not make it the first time an opportunity to comment on the City's approach to the short term rental market.

A recent staff report to the Santa Fe City Council determined that in spite of a 350 permit limitation on short term rentals in the existing Short Term Rental Ordinance, there appear to be more than 1,000 in operation with 439 being offered through AirBnB alone.

Interested parties have the opportunity to provide feedback on the report, short term rentals in general, and the remedial solutions under consideration at an informal meeting on **Thursday, January 28 at 5:00pm** in the Peralta Room at The Santa Fe Community Convention Center.

This is the second in the series of public meetings, intended to give those who could not attend the first a chance to voice their concerns. Input received at the first meeting will be combined with input received at this one and reported to the City Council on February 10th.

###

SFC CLERK RECORDED 01/25/2016

Exhibit B - Rent Schedule - December 1, 2015

11/10/2015
5:21:05 PM

	ACTUALS											PROJECTED												GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227 *Term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(463,688)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

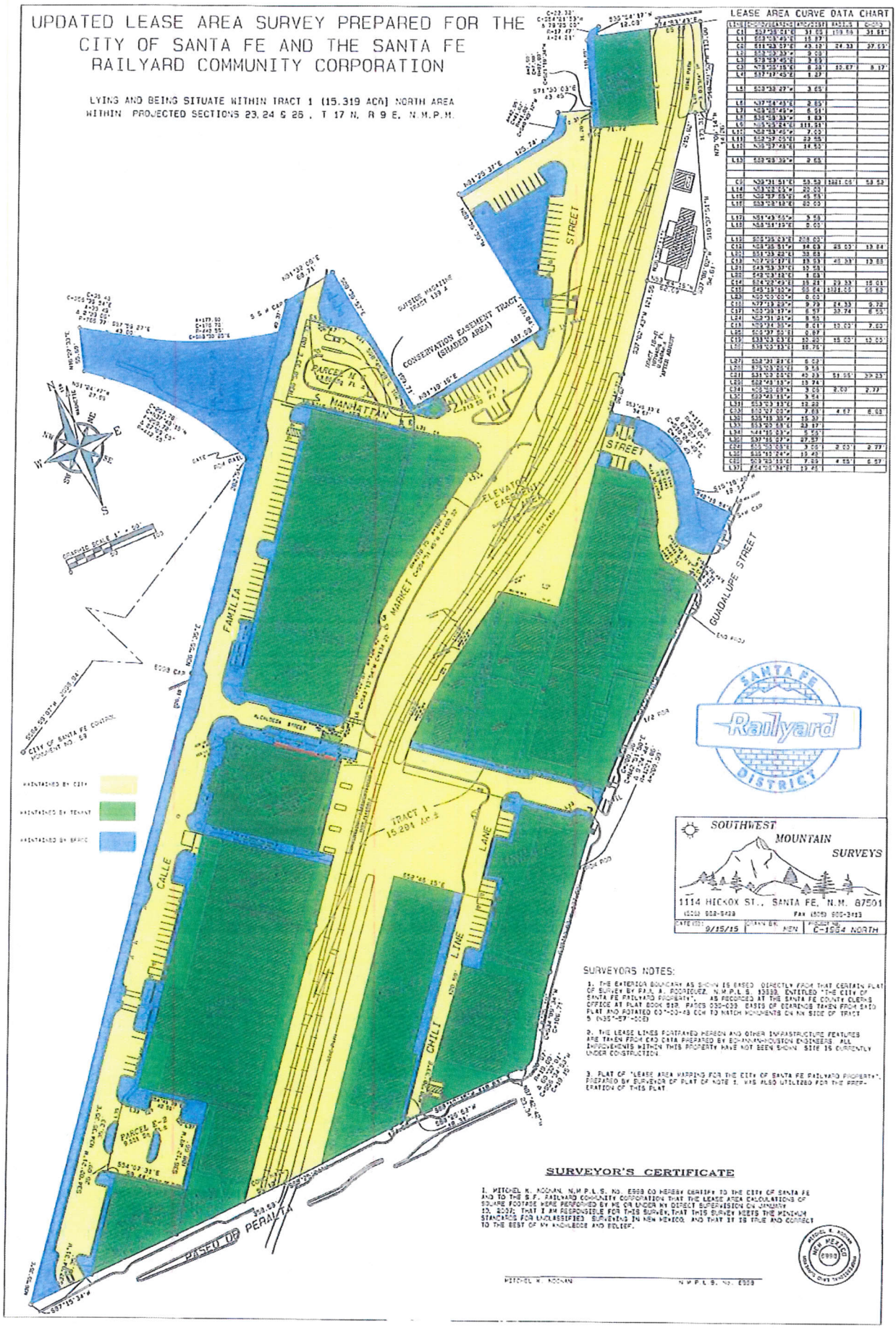
NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $486,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.

SFC CLERK RECORDED 01/25/2016

UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACA) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 25, T 17 N, R 9 E, N.M.P.M.



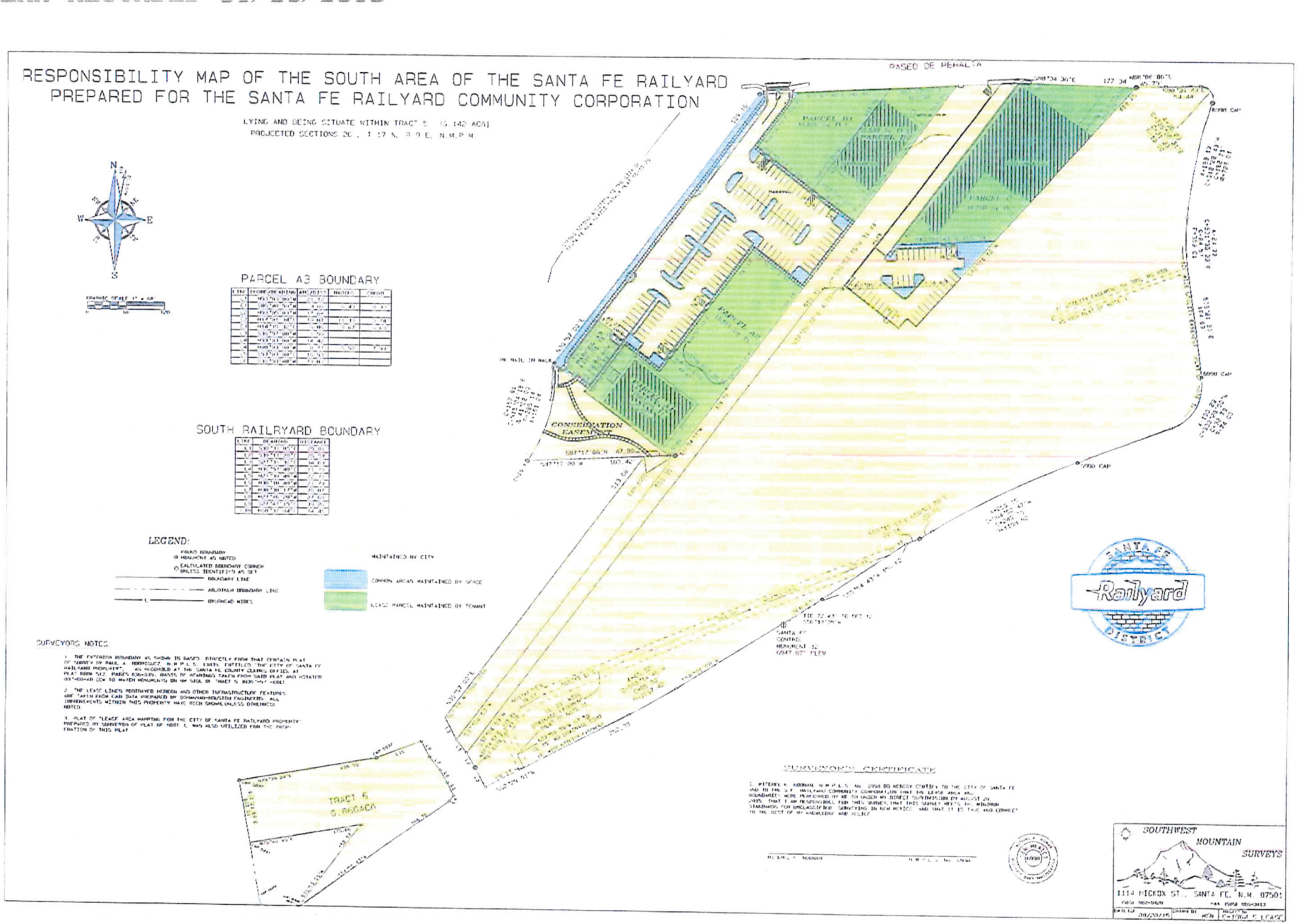
LEASE AREA CURVE DATA CHART

L1	S03°-20'-48"W	31.00	119.16	31.84
C1	S03°-20'-48"W	18.27		
C2	S11°-53'-57"E	43.12'	24.33	37.53'
L2	S03°-20'-48"W	9.00		
C3	S13°-39'-45"E	3.83		
C3	N78°-39'-15"E	8.33	30.67	8.37'
L4	S37°-17'-45"E	8.27		
L5	S03°-20'-48"W	3.65'		
L6	N37°-17'-45"E	2.65'		
L7	N03°-20'-48"E	6.51'		
L8	S38°-39'-33"W	8.83		
L9	N05°-49'-24"E	818.31'		
L10	N52°-39'-45"W	7.00		
L11	S52°-39'-45"E	22.55		
L12	N39°-37'-45"E	34.55		
L13	S03°-20'-48"W	9.65		
C5	N39°-31'-51"E	59.58	3881.05'	59.59
L14	N03°-20'-48"E	20.00		
L15	N39°-37'-45"E	45.55		
L16	S39°-28'-18"E	80.00		
L17	N51°-43'-55"W	9.55		
L18	N38°-51'-19"E	8.00		
L19	S03°-35'-33"E	208.03'		
C12	N39°-35'-51"W	34.09	65.00	33.84
L20	S51°-39'-37"E	33.55		
C13	N12°-08'-27"E	33.55	45.33	33.65
L21	S49°-55'-33"E	33.55		
L22	S49°-55'-33"E	8.55		
C14	S24°-22'-43"E	33.21	29.33	35.01
C15	S45°-19'-55"W	50.64	3328.05	50.62
L23	N39°-40'-05"W	8.05		
C16	N77°-13'-37"W	9.73	24.33	9.72
C17	N03°-39'-37"W	8.97	33.74	8.95
L24	N03°-31'-21"W	8.55		
C18	N03°-31'-21"W	8.01	33.03'	7.03
L25	S03°-39'-21"E	2.87		
C19	S39°-43'-53"E	33.00	35.03'	33.03
L26	S39°-43'-53"E	38.75		
L27	S53°-31'-21"E	8.03		
L28	S15°-43'-53"E	9.53		
C20	S15°-43'-53"E	41.33	53.55	39.53
L29	S39°-43'-53"E	33.24		
C21	N39°-35'-03"W	9.03	8.03	2.77
L30	S39°-43'-53"E	9.53		
L31	S39°-43'-53"E	33.22		
C22	S12°-27'-03"W	7.03	4.67	8.53
L32	S39°-18'-35"W	35.39		
L33	S53°-20'-48"E	33.87		
L34	N44°-55'-03"W	8.03		
L35	S37°-15'-27"W	27.57		
C24	S03°-20'-48"E	3.00	2.03'	2.77
L36	S03°-20'-48"E	13.42		
C25	S03°-53'-53"E	7.03	4.55'	6.57
L37	S24°-22'-43"E	33.45		

SFC CLERK RECORDED 01/25/2016

RESPONSIBILITY MAP OF THE SOUTH AREA OF THE SANTA FE RAILYARD
PREPARED FOR THE SANTA FE RAILYARD COMMUNITY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 5 (5.142 ACA)
PROJECTED SECTIONS 26, T 17 N., R 9 E., N.M.P.M.



SFC CLERK RECORDED 01/25/2016

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A, (12.518 AC±)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKY, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

1. BASIS OF BEARINGS IS GRID NORTH OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY BY 0.9996. THE BASIS OF BEARINGS AND DISTANCES ARE BASED ON THE SANTA FE RAILYARD COMMUNITY CORPORATION SURVEY DATED 5/13/15.

2. THE LEASE AREAS SHOWN HEREON ARE FOR GRAPHICAL PURPOSES ONLY AND ARE NOT INTENDED TO BE USED FOR CONVEYANCE OR CONSTRUCTION.

3. ALL OF LANDS DESCRIBED IN BOOK D, PAGE 5 AND BOOK 0002, PAGE 0008 AS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ARE DEPICTED ON THIS PLAT.

4. ENCROACHMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN, REFER TO AS-BUILT SURVEY OF TRACT 7A PROPERTY FOR COMPREHENSIVE MAP OF CONSTRUCTED FEATURES, AND REFER TO UTILITY EASEMENT PLAT OF TRACT 7A FOR AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR

5. BOOKS AND PLATS CITED FROM THE RECORDS OF SANTA FE COUNTY, NEW MEXICO AS RECORDED BY NMPLS PS 8008 OR PERSONS NOT LICENSED IN THE STATE OF NEW MEXICO ARE SHOWN HEREON AS PER THE RECORD DESCRIPTION OF SAID DOCUMENT NO. 8410039.

SHOOFLY ST

FLAGMAN WAY

CERRILLOS ROAD

BACA STREET

DETAIL
NOT TO SCALE

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____ A.D. 20____ AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____ PAGE_____ OF THE RECORDS OF SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, NM

_____ DEPUTY

LEASE AREA DATA CHART

LEGEND	CHORD BEARING	CHORD	RADIUS	DELTA	CHORD
L1	N35°01'24"W	8.41			
L2	N30°03'55"W	4.81			
C1	N30°08'49"W	8.04	33.81	13°38'41"	8.02
C2	N33°15'31"E	6.03	11.30	30°34'24"	5.97
L3	S04°15'04"E	5.07			
C3	S31°43'25"W	3.15	3.44	52°34'33"	3.05
L4	S37°27'45"W	3.47			
L5	N40°53'15"E	2.03			
L6	N39°02'10"E	3.74			
C4	N57°34'07"W	23.73	30.47	53°09'42"	23.33
C5	S86°45'42"W	4.16	9.07	26°16'51"	4.12
L7	N39°03'03"W	2.63			
C6	N49°40'42"W	4.03	10.84	85°28'44"	3.66
L8	S00°01'57"E	52.15			
L9	S49°40'24"E	8.97			
C7	S03°53'53"E	19.05	23.85	47°28'15"	18.23
L10	S00°01'57"E	3.03			
L11	S19°49'05"W	7.03			
C8	S24°41'55"W	3.97	2.75	73°58'45"	3.33
L12	S70°20'34"E	2.53			
C9	N78°38'54"E	3.00	6.58	26°08'59"	2.97
L13	N39°09'45"E	4.75			
L14	S03°47'34"E	0.63			
L15	S01°57'03"W	2.05			
C10	S58°31'35"W	7.15	11.78	34°48'34"	7.04
C11	S13°13'45"W	7.73	14.19	31°58'20"	7.63
L16	S24°41'31"W	4.23			
L17	S39°43'11"W	22.73			
C12	N71°23'13"E	3.23	8.75	21°03'05"	3.24
L18	N71°23'13"E	4.03			
L19	S49°05'05"W	31.35			
L20	S44°05'05"W	81.05			
L21	N88°55'05"W	20.33			
L22	N39°04'55"E	2.03			
C13	N39°04'55"E	4.05	35.15	7°24'03"	4.05
L23	S39°43'43"E	3.04			
C14	N73°33'33"E	5.64	5.64	55°08'48"	5.43
L24	N39°43'04"E	20.48			
C15	N33°33'33"E	33.33	33.88	53°24'53"	32.12
L25	N39°43'04"E	38.61			
C16	N13°56'53"E	4.37	10.29	25°03'45"	4.35
L26	N05°55'05"E	5.48			
L27	S05°33'33"E	24.63			
L28	S39°43'43"E	24.63			
C17	S33°33'47"E	57.55	84.73	39°13'33"	56.07
L29	N39°43'43"W	9.33			
L30	N39°43'43"W	0.58			
L31	N35°45'45"W	0.58			
L32	N39°43'43"W	33.81	33.33	45°33'27"	33.33
C18	N17°33'33"E	33.73	33.33	33°33'47"	7.65
L33	N39°43'43"W	7.33			
L34	N39°43'43"W	0.33			
L35	N39°43'43"W	0.33			
L36	N39°43'43"W	0.33			
C19	N39°43'43"W	12.71	17.87	45°33'33"	12.43
L37	N35°45'45"W	2.03			
L38	N39°43'43"W	33.73			
C20	N39°43'43"W	57.55	33.33	55°33'33"	55.55
L39	S49°05'05"W	33.33			
L40	S44°05'05"W	33.33			
L41	S39°43'43"E	33.33			
L42	S35°45'45"E	33.33			
L43	S39°43'43"E	33.33			
L44	S44°05'05"E	33.33			
L45	S49°05'05"E	33.33			
L46	S39°43'43"E	7.77			
L47	N39°43'43"W	3.03			
L48	N35°05'05"W	4.03			
C21	N54°43'33"E	3.04	3.83	45°33'33"	3.97
C22	N39°43'43"W	44.73	33.33	45°33'45"	84.33
L49	S39°43'43"E	33.81			
L50	S39°43'43"E	33.33			
L51	S39°43'43"E	5.11			
L52	S39°43'43"E	3.33			
L53	S39°43'43"E	3.33			
C23	S24°07'33"E	55.03	33.84	39°33'34"	54.65
L54	S39°43'43"E	8.53			
C24	S39°43'43"E	5.33	5.73	51°33'03"	4.55
L55	N35°45'45"W	0.03			
L56	S39°43'43"E	3.33			
C25	N39°43'43"W	6.37	33.33	27°24'37"	5.63
L57	S49°33'33"W	2.33			

LEGEND

- ● INDICATES PROPERTY PIN FOUND AS NOTED
- ○ INDICATES CALCULATED LEASE AREA CORNER
- INDICATES 1'L'/1' POLE, OVER-HEAD 1'L'/1' LINES AND POLE ID'Y AND/OR 1' WHERE AVAILABLE
- INDICATES FENCE LINE

LEASE AREAS DESIGNATED TO TENANT
MAINTAINED BY CITY
MAINTAINED BY SFRCC

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE FIELD SURVEY ON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PATRICK M. NOONAN N.M.P.L.S. No. 8008

NEW MEXICO 8008 REGISTERED PROFESSIONAL LAND SURVEYOR

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 992-9498 FAX (505) 995-2413

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 682, PAGE 038-039
SUBDIVISION: TRACT 7A
DESCRIPTION: PROJ SECTION 26, T17N, R9E

ITEM # 16-0265

CITY OF SANTA FE
AMENDMENT # 7 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 7 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013 Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015 and Amendment #6 dated December 1, 2015 (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on March 31, 2016.

RECITALS:

A. The City and the Non-profit are parties to the Amended and Restated Railyard Lease and Management Agreement, as amended above, (the "Amended and Restated Lease and Management Agreement") dated April 30, 2011, under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The City wishes to amend Exhibit C of the Agreement to correct a clerical error on Page 1 of 3 of that exhibit.

C. The parties wish to revise the definition of Leasehold Premises to include approximately 2,000 square feet of area on the north side of Lease Parcel A-2.

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

"**2.01 Grant of Lease Premises** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet. The

Leasehold Premises shall include the following areas: a.) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b.) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2 shall be added to the Leased Premises effective on the commencement date of a sublease between the Non-profit and a sublease tenant for the development of a multifamily residential building. The area described above in the aggregate is depicted in Exhibit A hereto, dated March 1, 2016, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Delete in its entirety Page 1 of 3 of Exhibit C entitled "Maintenance Responsibilities" dated December 1, 2015 and replace with the attached Exhibit C entitled "Maintenance Responsibilities" dated March 1, 2016.

3. Add a new paragraph at the end of Section 5.06, "Implementation" as follows:

"In order to achieve the objectives of the Railyard Master Plan, in accordance with 14-8.14(D)(5) SFCC 1987, the City shall pay the impact fees associated with any residential development constructed on Lease Parcel A-2 provided that at least fifteen percent (15%) of the construction work required to construct the residential development (measured as a percentage of construction hard costs) is awarded to local businesses that qualify for "Local Preference" which, for the purposes of this Agreement, is defined below:

1) The principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries;

2) The business location must be a physical location, street address or such. A Santa Fe post office box or other non-physical postal address alone is not acceptable; and

3) The principal place of business must have been established no less than six months preceding the award of the contract, subcontract or purchase order.

As used herein, the term, "construction work" includes all design- and construction-related labor and materials directly associated with the residential development."

4. Delete in its entirety section 5.13 and replace with the following;

"5.13 Special Entertainment The Non-profit shall promote, permit, and program special events and special entertainment in the public space on the Conservation Easement, except the Rail Line Corridor and the portion of the Conservation Easement south of the Alarid Street railroad crossing ("Event/Vendor Space"). Notwithstanding the foregoing, the Event/Vendor Space shall include the pocket park located on the northern portion of the Rail Line Corridor adjacent to Montezuma Street. The Non-profit shall manage public and private events on the Event/Vendor Space pursuant to all the applicable terms and conditions of this Agreement, Conservation Easement, and Santa Fe Railyard Park, Plaza and Alameda Public Policies and Procedures approved by the City of Santa Fe City Council on May 13, 2009, all as amended from time to time. Whenever the Non-profit believes it is in the best interests of the City to negotiate amendments to the Deed of Conservation Easement, the Non-profit may attempt to negotiate such amendments with the grantee of the Deed of Conservation Easement and may propose such amendments as are acceptable to the grantee to the Governing Body of the City for approval. The Non-profit will also consult with the City Manager or his or her designee from time to time, as may be necessary or appropriate, with respect to the vending and public and private event management of the Event/Vendor Space. Such activities shall be performed in coordination with subtenants, outside vendors and the holder of the Railyard Conservation Easement. The Non-profit shall manage vending and public and private events on the Event/Vendor Space, including granting licenses for the potential users, in a manner that facilitates and encourages development of the Santa Fe Railyard in accordance with the Santa Fe Railyard Master Plan, as it may be amended from time to time.

The Non-profit or the City may terminate the Non-profit's responsibilities and obligations described in this Section 5.13 upon sixty (60) days written notice to the other party."

Except as specifically provided in this Amendment #7, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #7 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name STEVEN ROBINSON

Its President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

City:

CITY OF SANTA FE

By _____
Javier M. Gonzales, Mayor

Attest:

Yolanda Vigil, City Clerk

Approved as to form:

Kelley A. Brennan, City Attorney

Approved as to form:

Oscar S. Rodriguez, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Javier M. Gonzales, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on May 10, 2016, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Melissa D. Byers
Notary Public

My commission expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-18

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

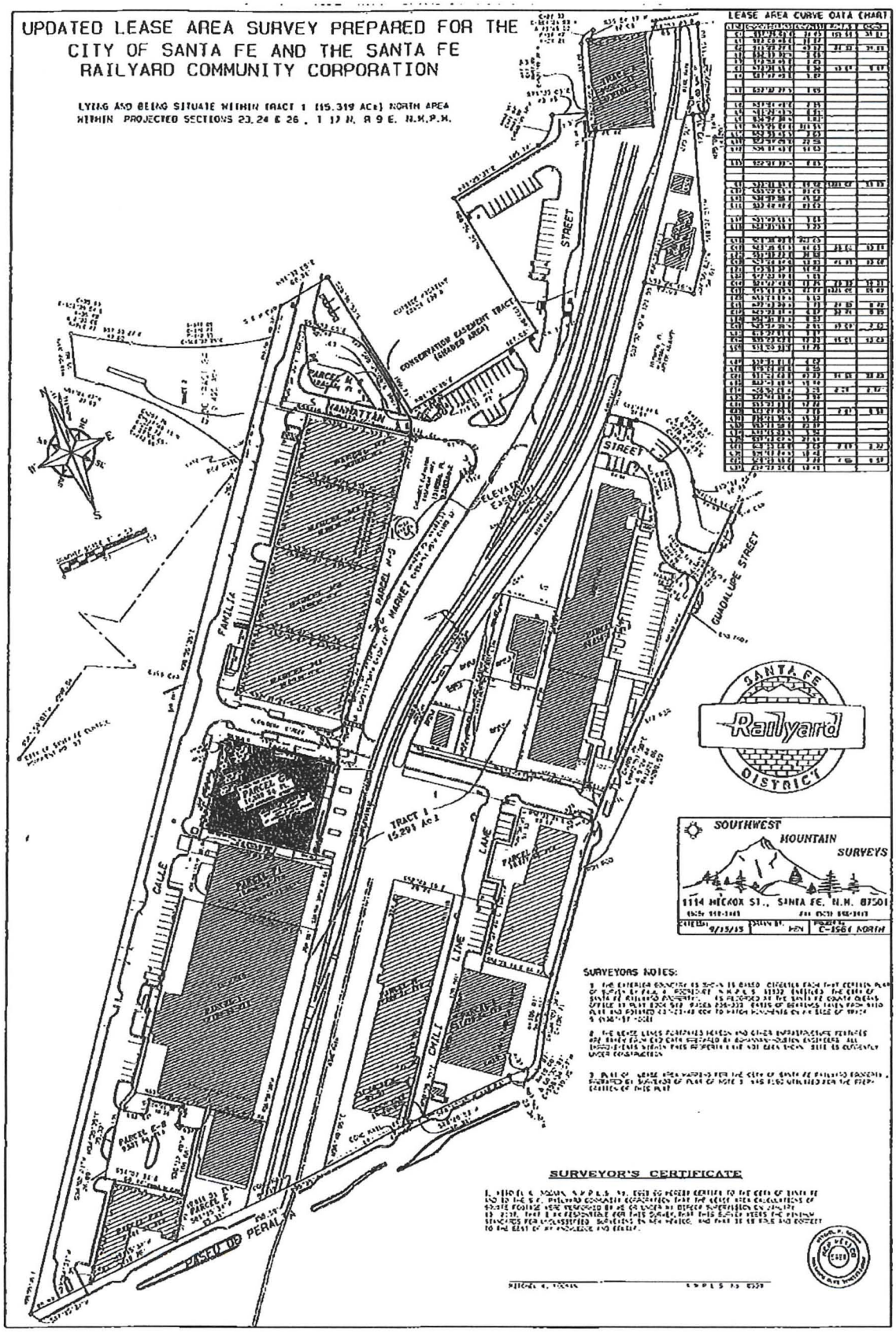
AMENDMENT
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of May, 2016 at 10:31:00 AM And Was Duly Recorded as Instrument # 1793453 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

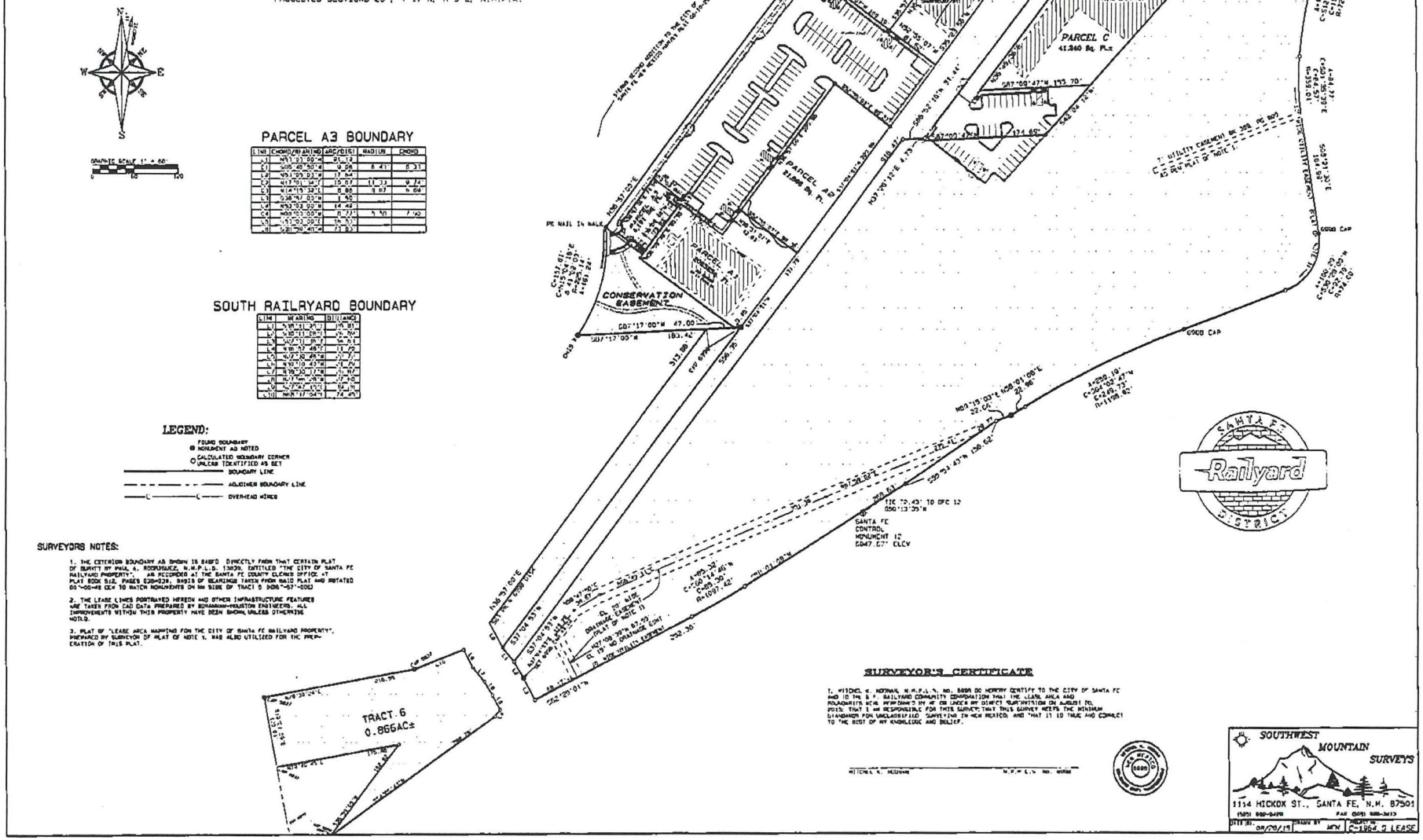
Deputy Estrella Martinez

Exhibit A (March 1, 2016)
Page 1 of 3



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 (5.142 AC±)
PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.



PARCEL A3 BOUNDARY

LINE	CHORD/BEARING	ARC/DIST	RADIUS	CHORD
L1	N81°01'09"W	91.12		
C1	S05°48'50"W	9.08	8.41	8.37
L2	N81°01'09"W	17.64		
C2	N13°01'09"W	10.07	11.33	9.74
C3	N14°19'33"E	8.88	8.87	8.68
L3	S38°41'09"E	1.40		
L4	N51°01'09"W	14.48		
C4	N06°03'09"W	8.77	5.50	7.90
L5	N51°01'09"W	14.50		
L6	S38°58'51"W	73.83		

SOUTH RAILYARD BOUNDARY

LINE	BEARING	DISTANCE
L1	S38°41'51"W	119.81
L2	N30°11'09"W	43.79
L3	N42°11'09"W	54.71
L4	N38°17'46"E	13.49
L5	N42°10'26"W	31.77
L6	N30°19'43"W	31.79
L7	N38°10'11"W	31.89
L8	N42°11'09"W	17.80
L9	N42°10'43"W	52.71
L10	N38°17'04"E	74.45

LEGEND:

- FOUND BOUNDARY MONUMENT AS NOTED
- CALCULATED BOUNDARY CORNER UNLESS IDENTIFIED AS SET
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- OVERHEAD WIRES

SURVEYORS 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. 13039, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 028-038; BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 00°00'48" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5 (N38°41'09"E).

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON 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 GLORIEVOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.

SURVEYOR'S CERTIFICATE

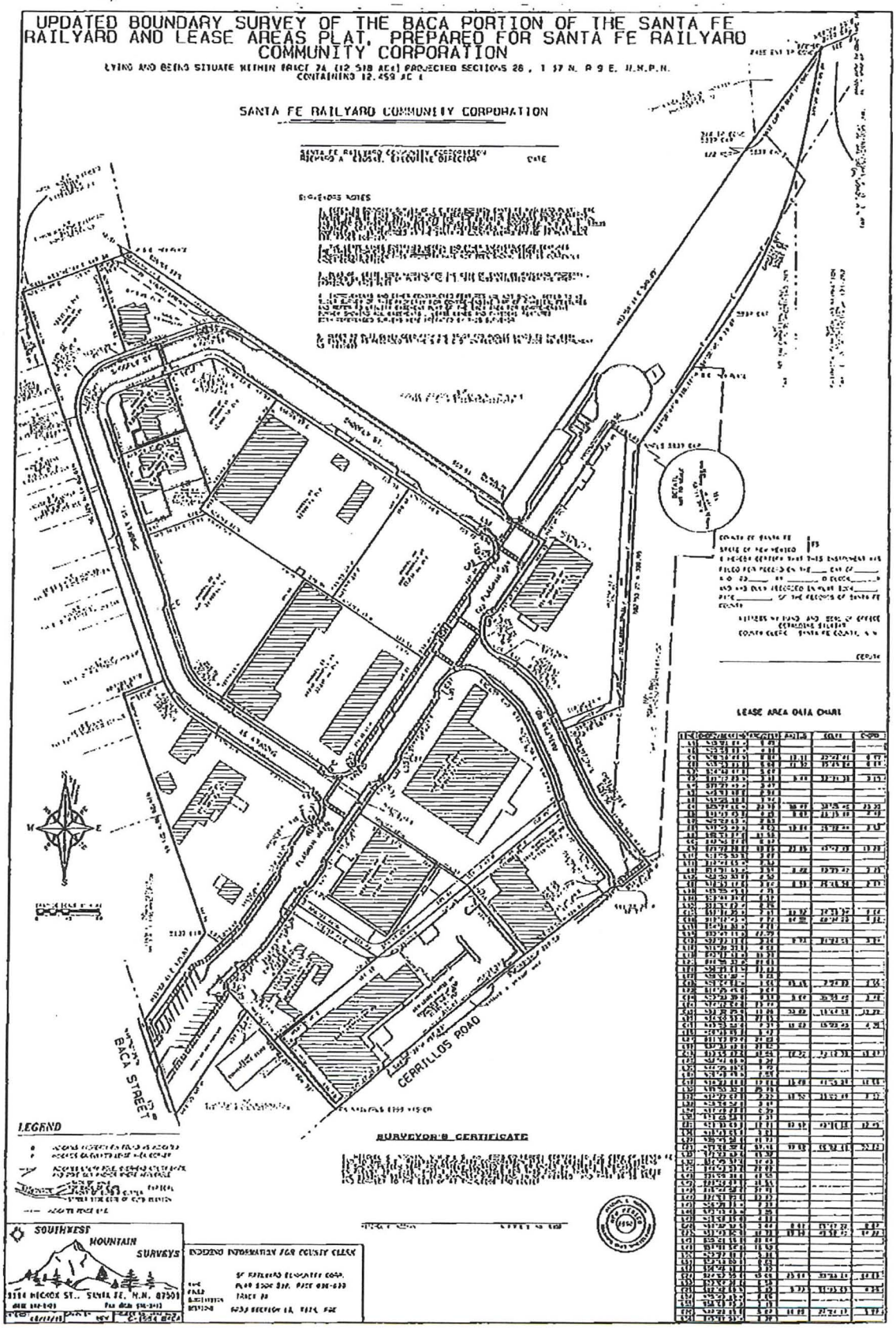
I, MITCHEL K. MOHRAN, N.M.P.L.S. NO. 9698 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA AND BOUNDARIES HEREINBEFORE DESCRIBED BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST 20[illegible]. THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNCLASSIFIED SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

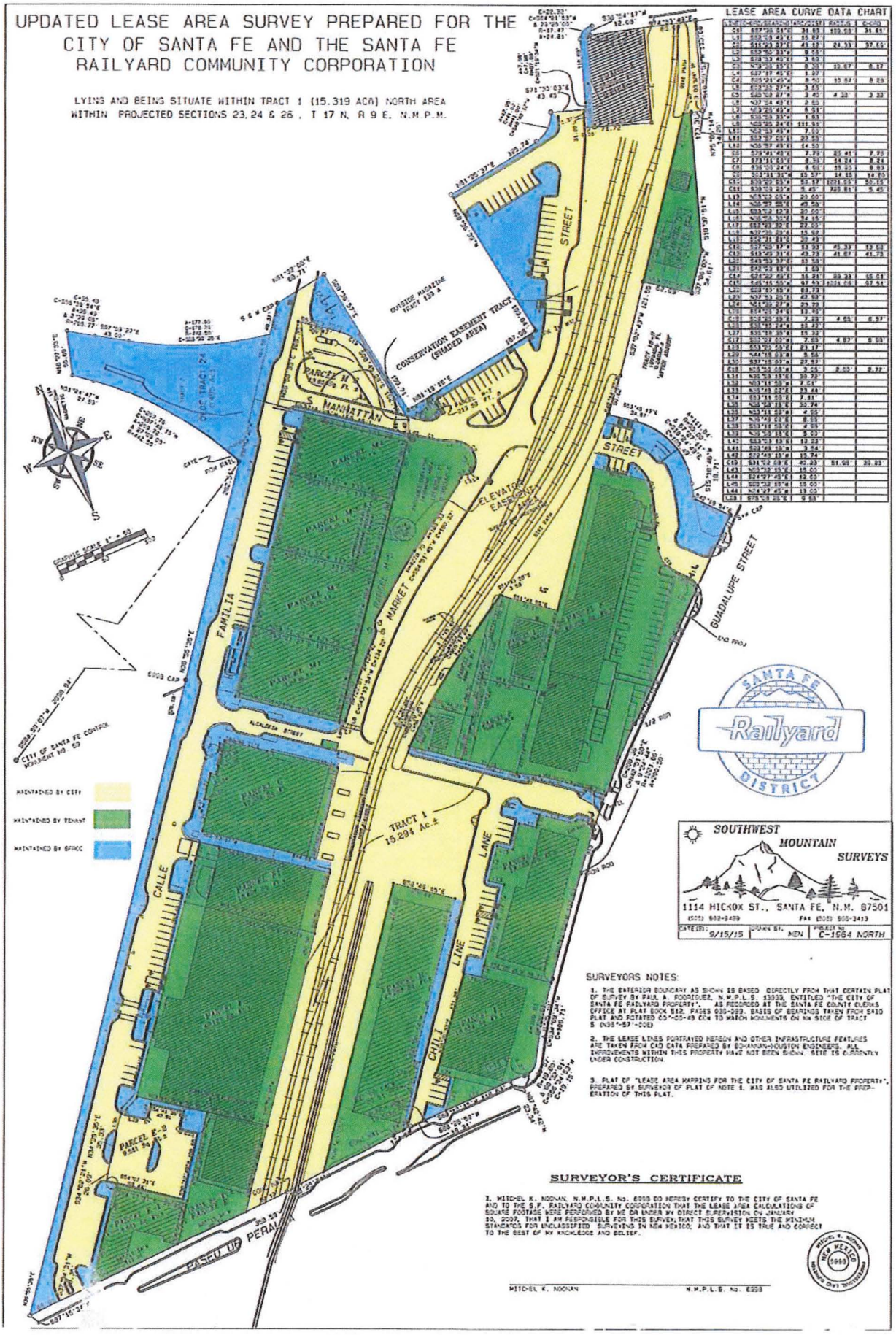
MITCHEL K. MOHRAN N.M.P.L.S. NO. 9698

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 820-8429 FAX (505) 988-3613
DATE SURVEYED 08/20/15 DRAWN BY MCM PROJECT NO. C-1964.5 LEASE

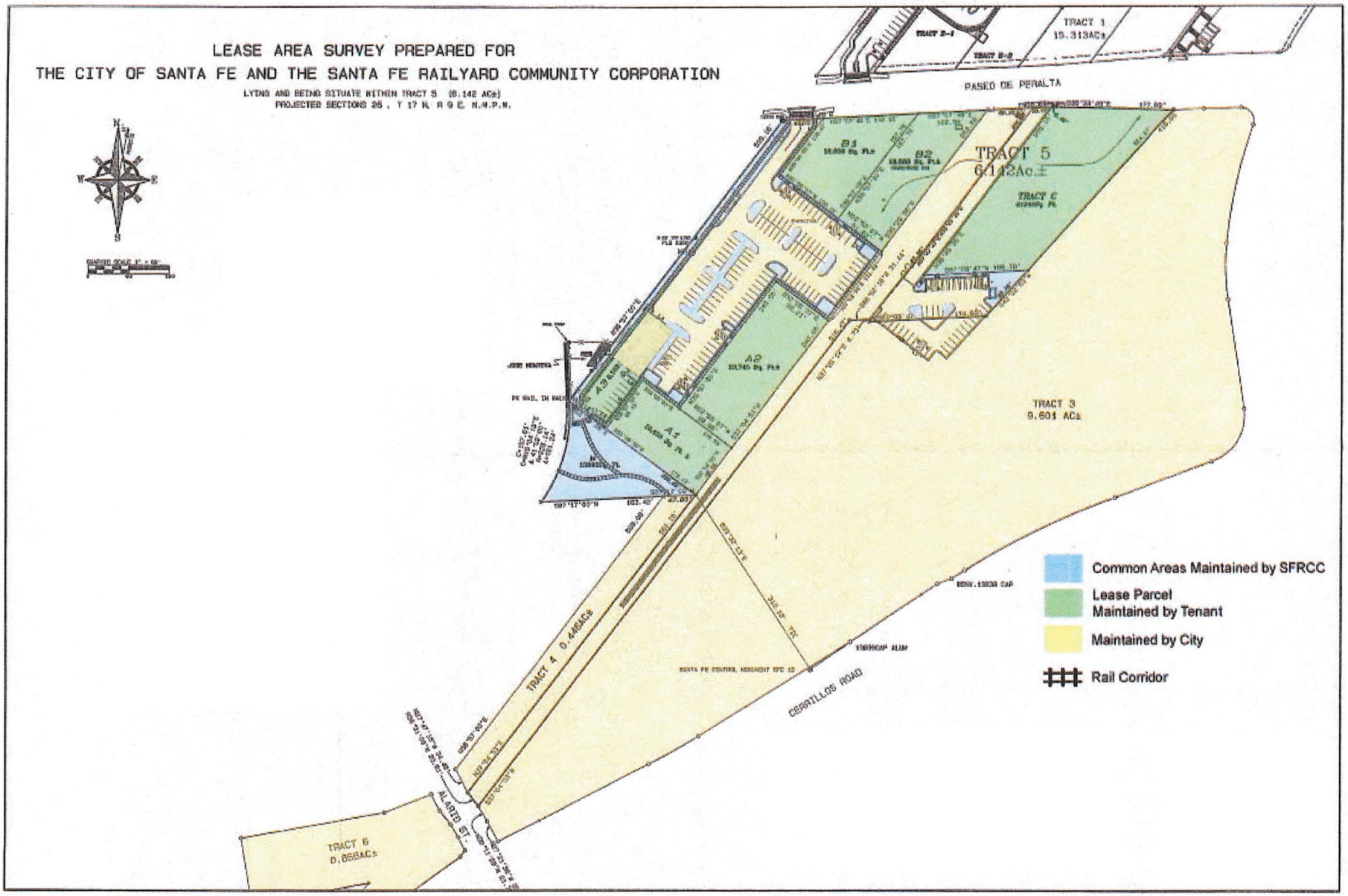
SFC CLERK RECORDED 05/13/2016

Exhibit A (March 1, 2016)
Page 2 of 3


UPDATED BOUNDARY SURVEY OF THE BACA PORTION OF THE SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN PRICE 24, (12.518 ACs) PROJECTED SECTIONS 28, T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.459 AC ±
SANTA FE RAILYARD COMMUNITY CORPORATION
BOUNDARY NOTES
LEASE AREA DATA CHART
BACA STREET
CERRILLOS ROAD
LEGEND
SURVEYOR'S CERTIFICATE
SOUTHWEST MOUNTAIN SURVEYS
INDEXING INFORMATION FOR COUNTY CLERK


UPDATED LEASE AREA SURVEY PREPARED FOR THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 ACR) NORTH AREA WITHIN PROJECTED SECTIONS 23, 24 & 26, T 17 N, R 9 E, N.M.P.M.
LEASE AREA CURVE DATA CHART
S. GUADALUPE STREET
S. MANHATTAN STREET
MARKET STREET
ELEVATION EASEMENT AREA
CONSERVATION EASEMENT TRACT (SHADED AREA)
PARCEL H
PARCEL I
TRACT 1 15.294 Ac.±
FAMILIA
CALLE
CHALI LANE
PASEO DE PERALTA
GUADALUPE STREET
MAINTAINED BY CITY
MAINTAINED BY TENANT
MAINTAINED BY SFRCC
SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-3498 FAX (505) 995-2413
DATE: 9/15/15 DRAWN BY: MEN PROJECT NO: C-1564 NORTH
SURVEYORS 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. #13939, ENTITLED "THE CITY OF SANTA FE RAILYARD PROPERTY", AS RECORDED AT THE SANTA FE COUNTY CLERKS OFFICE AT PLAT BOOK 512, PAGES 030-039. BASIS OF BEARINGS TAKEN FROM SAID PLAT AND ROTATED 03°-05'-49" CCW TO MATCH MONUMENTS ON NW SIDE OF TRACT 5 (N35°-57'-00E)
2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY SCHAAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.
3. PLAT OF "LEASE AREA MAPPING FOR THE CITY OF SANTA FE RAILYARD PROPERTY", PREPARED BY SURVEYOR OF PLAT OF NOTE 1, WAS ALSO UTILIZED FOR THE PREPERATION OF THIS PLAT.
SURVEYOR'S CERTIFICATE
I, MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS OF SQUARE FOOTAGE WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 30, 2007, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR UNCLASSIFIED SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MITCHEL K. NOONAN N.M.P.L.S. No. 6998

SFC CLERK RECORDED 05/13/2015



Jurisdiction Areas South of P.D.P.

RESPONSIBILITY MAP OF THE BACA PORTION SANTA FE RAILYARD AND LEASE AREAS PLAT, PREPARED FOR THE SANTA FE RAILYARD COMMINUTY CORPORATION

LYING AND BEING SITUATE WITHIN TRACT 7A (12.518 ACA)PROJECTED SECTIONS 26 , T 17 N, R 9 E, N.M.P.M.
CONTAINING 12.499 AC ±

SANTA FE RAILYARD COMMUNITY CORPORATION

SANTA FE RAILYARD COMMUNITY CORPORATION
RICHARD A. CZOSKI, EXECUTIVE DIRECTOR DATE

SURVEYORS NOTES:

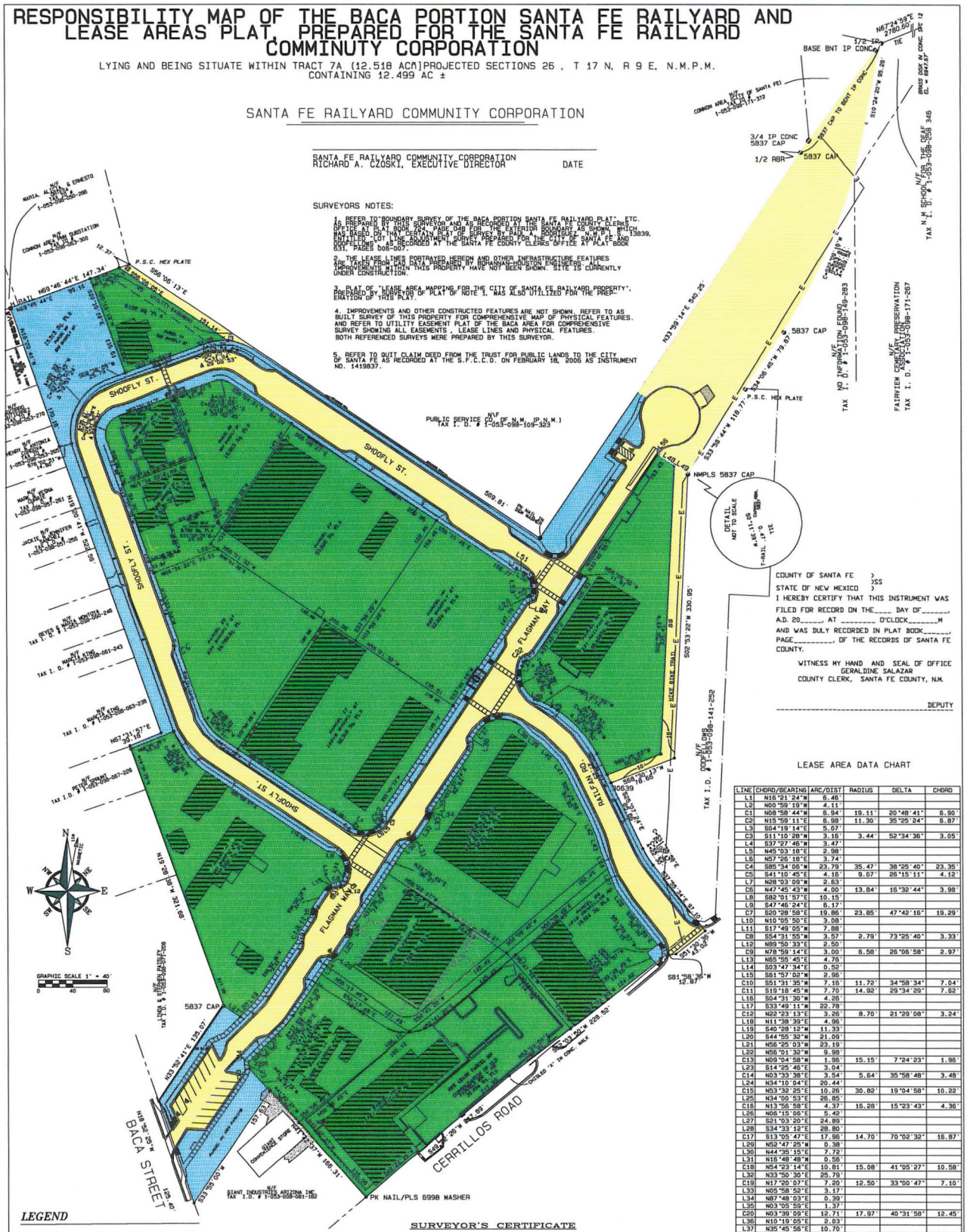
1. A PREFILED BOUNDARY SURVEY OF THE BACA PORTION SANTA FE RAILYARD PLAT, ETC. AS PREPARED BY BOYD SURVEYOR AND FILED IN THE SANTA FE COUNTY CLERK'S OFFICE ON MAY 2, 2008 AS DOCUMENT NO. 1419837 AND IN PLAT BOOK 708, PAGES 006-007.

2. THE LEASE LINES PORTRAYED HEREON AND OTHER INFRASTRUCTURE FEATURES ARE TAKEN FROM CAD DATA PREPARED BY BOHANNAN-HOUSTON ENGINEERS. ALL IMPROVEMENTS WITHIN THIS PROPERTY HAVE NOT BEEN SHOWN. SITE IS CURRENTLY UNDER CONSTRUCTION.

3. PLAT OF "LEASE AREA MAPPING 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.

4. IMPROVEMENTS AND OTHER CONSTRUCTED FEATURES ARE NOT SHOWN. REFER TO AS BUILT SURVEY OF THIS PROPERTY FOR COMPREHENSIVE MAP OF PHYSICAL FEATURES. AND REFER TO UTILITY EASEMENT PLAT OF THE BACA AREA FOR COMPREHENSIVE SURVEY SHOWING ALL EASEMENTS , LEASE LINES AND PHYSICAL FEATURES. BOTH REFERENCED SURVEYS WERE PREPARED BY THIS SURVEYOR.

5. REFER TO QUIT CLAIM DEED FROM THE TRUST FOR PUBLIC LANDS TO THE CITY OF SANTA FE AS RECORDED AT THE S.F.C.C.O. ON FEBRUARY 18, 2008 AS INSTRUMENT NO. 1419837.



LEGEND

- ● INDICATES PROPERTY PIN FOUND AS INDICATED
- ○ INDICATES CALCULATED LEASE AREA CORNER
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- TYPICAL: BACK OF WALK, TOP BACK OF CURB, FRONT OF CURB @ GUTTER, STREET SIDE EDGE OF CURB SECTION
- INDICATES FENCE LINE.

LEASE PARCEL MAINTAINED BY TENANT
MAINTAINED BY CITY
MAINTAINED BY SFRCC

SURVEYOR'S CERTIFICATE

I, MITCHEL K. MCDONNAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY TO THE CITY OF SANTA FE AND TO THE S.F. RAILYARD COMMUNITY CORPORATION THAT THE LEASE AREA CALCULATIONS AS SHOWN HEREON WERE ACCURATELY LOCATED BY ME OR UNDER MY DIRECT SUPERVISION ON AUGUST 18, 2015. THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. MCDONNAN N.M.P.L.S. No. 6998

NEW MEXICO 6998 PROFESSIONAL LAND SURVEYOR

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20_____, AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

_____ DEPUTY

LEASE AREA DATA CHART

LINE	CHORD/BEARING	ARC/DIST	RADIUS	DELTA	CHORD
L1	N16°21'24"W	6.46'			
L2	N00°59'19"W	4.11'			
C1	N08°58'44"W	6.94'	19.11'	20°48'41"	6.90'
C2	N15°59'11"E	6.98'	11.30'	35°25'24"	6.87'
L3	S04°19'14"E	5.07'			
C3	S11°10'28"W	3.16'	3.44'	52°34'36"	3.05'
L4	S37°27'46"W	3.47'			
L5	N45°03'18"E	2.98'			
L6	N57°26'18"E	3.74'			
C4	S85°34'06"W	23.79'	35.47'	38°25'40"	23.35'
C5	S41°10'45"E	4.15'	9.07'	26°15'11"	4.12'
L7	N28°03'09"W	2.63'			
C6	N47°45'43"W	4.00'	13.84'	16°32'44"	3.98'
L8	S82°01'57"E	10.15'			
L9	S47°48'24"E	6.17'			
C7	S20°28'58"E	19.86'	23.85'	47°42'15"	19.29'
L10	N10°05'50"E	3.08'			
L11	S17°49'05"W	7.88'			
C8	S54°31'55"W	3.57'	2.79'	73°25'40"	3.33'
L12	N89°50'33"E	2.50'			
C9	N78°59'14"E	3.00'	6.58'	26°06'58"	2.97'
L13	N85°55'45"E	4.76'			
L14	S03°47'34"E	0.52'			
L15	S81°57'02"W	2.96'			
C10	S51°31'35"W	7.16'	11.72'	34°58'34"	7.04'
C11	S19°18'45"W	7.70'	14.92'	29°34'29"	7.62'
L16	S04°31'30"W	4.26'			
L17	S33°49'11"W	22.78'			
C12	N22°23'13"E	3.26'	8.70'	21°29'08"	3.24'
L18	N11°38'39"E	4.96'			
L19	S40°28'12"W	11.33'			
L20	S44°55'32"W	21.09'			
L21	N56°25'03"W	23.19'			
L22	N56°01'32"W	9.99'			
C13	N09°04'58"W	1.95'	15.15'	7°24'23"	1.96'
L23	S14°25'46"E	3.04'			
C14	N03°33'38"E	3.54'	5.64'	35°58'48"	3.48'
L24	N34°10'04"E	20.44'			
C15	N53°32'25"E	10.26'	30.82'	19°04'58"	10.22'
L25	N34°00'53"E	26.85'			
C16	N13°56'58"E	4.37'	16.28'	15°23'43"	4.36'
L26	N08°15'06"E	5.42'			
L27	S21°03'20"E	24.89'			
L28	S34°33'12"E	28.80'			
C17	S13°05'47"E	17.96'	14.70'	70°02'32"	16.87'
L29	N52°47'25"W	0.38'			
L30	N44°35'15"E	7.72'			
L31	N15°48'48"W	0.58'			
C18	N54°23'14"E	10.81'	15.08'	41°05'27"	10.58'
L32	N33°50'30"E	25.79'			
C19	N17°20'07"E	7.20'	12.50'	33°00'47"	7.10'
L33	N05°59'52"E	3.17'			
L34	N87°48'03"E	0.39'			
L35	N03°05'59"E	1.37'			
C20	N03°39'09"E	12.71'	17.97'	40°31'58"	12.45'
L36	N10°19'05"E	2.03'			
L37	N35°45'56"E	10.70'			
C21	N83°28'32"E	57.18'	33.82'	96°52'13"	50.60'
L38	S42°09'13"E	15.30'			
L39	S54°46'57"E	14.49'			
L40	S44°49'59"E	28.82'			
L41	S31°00'31"E	18.56'			
L42	S23°18'07"E	18.51'			
L43	S16°44'56"E	20.75'			
L44	S21°03'20"E	20.40'			
L45	N56°39'28"W	7.77'			
L46	N73°10'46"W	3.86'			
L47	N18°08'26"E	4.89'			
C22	N51°32'12"E	3.04'	2.81'	66°47'32"	2.87'
C23	N59°43'50"E	14.78'	16.98'	49°52'40"	14.32'
L48	S58°01'16"E	21.84'			
L49	S57°11'54"E	18.53'			
L50	N20°27'11"E	5.11'			
L51	S58°18'00"E	9.85'			
L52	S58°46'12"E	3.10'			
C24	S24°07'55"E	15.06'	25.64'	33°39'34"	14.85'
L53	S03°04'36"E	6.58'			
C25	S22°42'59"W	5.13'	5.70'	51°35'08"	4.96'
L54	N78°49'10"W	0.68'			
L55	S56°09'45"W	3.19'			
C26	N47°20'16"E	5.67'	11.86'	27°24'17"	5.62'
L56	S45°11'51"W	2.39'			

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 986-3413

DATE (S): 08/18/15 | DRAWN BY: MEN | PROJECT NO: LEASE AREAS C-1964 BACA

INDEXING INFORMATION FOR COUNTY CLERK

NAME: SF RAILYARD COMMUNITY CORP.
FILED: PLAT BOOK 512, PAGE 036-039
SUBDIVISION: TRACT 7A
SECTIONS: PROJ SECTION 26, T17N, R9E

SURVEYOR'S CERTIFICATE

ITEM # 20-0191

CITY OF SANTA FE
AMENDMENT # 8 TO
AMENDED AND RESTATED RAILYARD LEASE AND MANAGEMENT AGREEMENT

This Amendment No. 8 (the "Amendment") to the City of Santa Fe Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as amended by Amendment #1 dated May 18, 2012, Amendment #2 dated April 30, 2013, and Amendment #3 dated May 31, 2013, Amendment #4 dated June 1, 2013, Amendment #5 dated September 1, 2015, Amendment #6 dated December 1, 2015, and Amendment #7 dated March 31, 2016, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and SANTA FE RAILYARD COMMUNITY CORPORATION, a New Mexico non-profit corporation ("Non-profit") shall be effective on April 1, 2020.

RECITALS:

A. The City and the Non-profit are parties to the Agreement under which the Non-profit undertakes management of the "Leasehold Premises" within the "Santa Fe Railyard," as defined in the Amended and Restated Lease and Management Agreement.

B. The parties wish to revise the definition of Leasehold Premises to delete the existing improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia, so the City may sell the building. The land located on Parcel F-1 shall remain included in Leased Premises.

C. The parties wish to provide a one-time credit against the rent owed by the Non-profit to the City under the agreement which is equal to the amount of rent the Non-profit would collect if the Improvements remained in the definition of Leasehold Premises.

AMENDMENT:

Pursuant to Article 8.01 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Non-profit agree that the Agreement is amended as follows:

1. Delete in its entirety Section 2.01 of the Agreement and replace with the following:

> "**2.01 Grant of Lease Premises.** The City hereby enters into this Agreement with the Nonprofit for the Leasehold Premises. The Leasehold Premises shall consist of the Railyard exclusive of the following areas: the connector between the Baca and North Railyard; approximately ten (10) contiguous acres developed as a public park and Parcel W comprised of 14,129 square feet located at 705 Alarid Street, both covered by the Deed of Conservation Easement between the City and the Trust for Public Land which was assigned to the Santa Fe Conservation Trust; the Rail Line Corridor as such term is defined in the aforementioned Conservation Easement; the area south of the Alarid Street railroad crossing; the area occupied by the underground parking garage and facilities for ingress to and egress from the garage; all public streets, alleys, and public surface parking areas within the Railyard whether existing or subsequently created; a portion of Parcel Q totaling 482 square feet; and a portion of Parcel SS in the Baca Street portion of the Railyard totaling 6,066 square feet; the

improvements comprised of a 10,242 SF building on Parcel F-1 located at 545 Camino de la Familia ("SFC Improvements") shall be deleted from the definition of Leasehold Premises on the first calendar day following the sale by the City of the SFC Improvements to a third party. The Leasehold Premises shall also include the following areas: a) approximately 82 square feet adjacent to Lease Parcel E that was previously a portion of the Conservation Easement, and b) the land in the Baca Street portion of the Railyard that was exchanged with the Santa Fe Lodge No.2, Independent Order of Oddfellows, Inc. and Parcel A-3 comprised of 4,191 square feet. Parcel A-4 comprised of up to sixty-five (65) parking spaces located in the existing parking area adjacent to Parcel A-2 and an area of approximately 2,000 square feet on the north side of Lease Parcel A-2. The area described above in the aggregate is depicted in Exhibit A hereto, dated November 1, 2019, and shall be hereinafter referred to as the "Leasehold Premises". Exhibit A is included for graphical information only. If any conflicts appear between Exhibit A and the text in this Agreement, the text shall prevail. Nothing herein shall be deemed to limit the addition of property owned by the City to the area covered as Leasehold Premises should such properties be added to the Railyard through the planning process or by way of acquisition by the City and so long as the Non-profit gives its written consent to the addition of the property to the Leasehold Premises and conveys fair value for any additional property."

2. Add the following as Section 4.01.05 of the Agreement, in addition to the Rent Credits provided by Section 4.01.3 described in Amendment #1 and Section 4.01.4 described in Amendment #4 to the Agreement:

   "**4.01.05** The City shall provide a Rent Credit to the Non-profit which shall be applied to the Non-profit's total rental obligation to the City under the Agreement as amended, as follows:

   Commencing on the first calendar day after the sale by the City of the SFC Improvements to a third party, the City shall reduce the Fair Value Compensation owed by the Non-profit in the fiscal year 2019/20 by One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) as partial compensation for Base Rent the Non-profit would have received from the SFC Improvements had the City not sold the SFC Improvements to a third party.

3. Delete in its entirety Exhibit B entitled "Rent Schedule" dated December 1, 2015, and replace with the enclosed Exhibit B entitled "Amended Rent Schedule" dated April1, 2020.

Except as specifically provided in this Amendment #8, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the dates set out below,

Non-profit:

SANTA FE RAILYARD COMMUNITY CORP.

By _____

Printed Name: Steven Robinson
Its: President

CRS # 02-481098003
City of Santa Fe Business
License Registration # 0397164

Approved as to form:

_____ fr
Erin McSherry, City Attorney

City:

CITY OF SANTA FE

By _____
Alan Webber, Mayor

Attest:

_____
Yolanda Vigil, City Clerk comfy 3/25/20

Approved as to form:

_____ 3/27/20
Mary McCoy, Finance Director

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on _____, by Alan Webber, Mayor of City of Santa Fe, a New Mexico municipal corporation, on its behalf.

_____

Notary Public

My commission expires:

STATE OF NEW MEXICO

§:

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on March 30, 2020, by Steven Robinson, the Board President of Santa Fe Railyard Community Corporation, a New Mexico non-profit corporation, on its behalf.

Anita L. Martinez

Notary Public

My commission expires: 5.24.23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

Exhibit B - Rent Schedule - February 1, 2020

1/13/2020
4:47:37 PM

	ACTUALS											PROJECTED													GRAND TOTALS
	FY2002-05	FY2005-06	FY2006/07	FY2007/08	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	
DEBT SERVICE																									
City of Santa Fe Land Debt for acquisition costs - see below for City sanctioned debt relief credits applied	(1,183,724)	(452,547)	(453,221)	(453,579)	(452,582)	(454,430)																			(3,450,083)
NMFA Loan - Infrastr Phase I (8) ($579,025) per City of SF Sch Interest only until 2010-2011	0	0	0	(222,527)	(219,337)	(212,544)	(142,250)	(53,098)	(53,115)	(52,817)	(52,821)	(52,825)	(52,828)	(52,833)	(52,838)	(52,843)	(52,849)	(52,855)	(52,860)	(52,867)	0	0	0	0	0	(1,484,107)
NMFA Loan - Infrastr Phase II (15B) $892,227*term ends May 2026 and concurs with City SF Schedule*	0	0	0	0	0	0	(239,827)	(85,150)	(85,155)	(85,161)	(85,166)	(85,172)	(85,179)	(85,185)	(85,193)	(85,201)	(85,209)	(85,218)	(85,228)	(85,239)	(85,250)	(85,261)	0	0	0	(1,517,792)
Refinance (2010B) $10,490,000 term ends May 2026 and concurs with City of SF Schedule	0	0	0	0	0	0	(483,668)	(705,000)	(705,400)	(1,071,000)	(1,070,500)	(1,069,900)	(1,071,650)	(1,066,650)	(1,070,150)	(1,071,650)	(1,071,150)	(1,068,650)	(1,069,150)	(1,067,400)	(638,200)	(639,600)	0	0	0	(14,919,738)
SUB-TOTAL	(1,183,724)	(452,547)	(453,221)	(676,106)	(671,919)	(666,974)	(845,765)	(843,248)	(843,670)	(1,208,977)	(1,208,486)	(1,207,897)	(1,209,657)	(1,204,668)	(1,208,181)	(1,209,694)	(1,209,208)	(1,206,723)	(1,207,238)	(1,205,505)	(723,450)	(724,861)	0	0	0	(21,371,720)
Negotiated option Contingency Relief Funds credit - Land and NMFA, per L&M Amendment #3 thru 2009-10 - $769,175	30,000	276,000	180,000	60,175	121,000	102,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	769,175
Re-Payment of L&M Amendment #3 Debt Deferral of $769,175	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(469,175)	(300,000)	0	0	0	(769,175)
Debt Deferral and repayment per L&M renewal of 2011and L&M Amendment 2 - $3,483,441	0	0	0	0	0	0	133,441	300,000	300,000	650,000	650,000	400,000	600,000	350,000	200,000	200,000	100,000	100,000	100,000	0	0	0	0	0	0	4,083,441
Repayment of 2010-2023 Debt Deferral - $3,483,441	0	0	0	0	0	0															(200,000)	(500,000)	(950,000)	(1,300,000)	(1,133,441)	(4,083,441)
TOTAL RENT PAYMENTS	(1,153,724)	(176,547)	(273,221)	(615,931)	(550,919)	(564,974)	(712,324)	(543,248)	(543,670)	(558,977)	(558,486)	(807,897)	(609,657)	(854,668)	(1,008,181)	(1,009,694)	(1,109,208)	(1,106,723)	(1,107,238)	(1,205,505)	(1,392,625)	(1,524,861)	(950,000)	(1,300,000)	(1,133,441)	(21,371,720)

NOTES

1. In addition to the deferrals specified above, the following credits are applied to the Rent payable by the Non-profit to the City:
   A. Ground rent and CAM rent for City's portion of the condominium interest in the Market Station building and the development parcels per Amendment 1 to the Agreement dated May 18, 2012.
   B. Ground rent and CAM rent for the lease of Parcel O, including the Santa Fe Depot building, per Amendment 4 dated June 1, 2013.
   C. Payment of $243,478 made in FY2002-03, $485,424 in FY2003-04 and $453,833 made in FY2004-05. $30,000 deferral for FY2004-05.
   D. Rent the Non-profit would have received for the improvements located on Parcel F-1 if the improvements were not sold by the City per Amendment # 8 to the Lease & Management Agreement.

THE SANTA FE RAILYARD
COMMUNITY CORPORATION

November 17, 2020

Mayor Alan Webber
Office of the Mayor
200 Lincoln Avenue
Santa Fe, NM 87501

Jarel LaPan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Mayor and Ms. LaPan Hill

It has become apparent that the pandemic has not run its course. While the majority of the SFRCC tenants are paying their rent, the development pipeline has stalled. The process to lease vacant parcels has become slower and inefficient as a result of COVID. Prospective tenants and their lenders who were poised to lease the remaining parcels have had to defer decisions due to the economic uncertainties.

In May, the City and SFRCC amended the Lease & Management Agreement to defer $492,611 from April 2020 to December 2020. While that deferral was helpful, it is now apparent that while SFRCC will be able to pay its obligations between now and March 31, 2021 up to $540,472, it will not have sufficient funds to pay the $934,801 due in April 2021.

The current Lease & Management Agreement provides for a deferral of $100,000 in FY 20-21. SFRCC is requesting an additional deferral of $400,000 in April 2021 to be repaid in FY 27/28.

Two assumptions critical to this request are the City's sale of the Santa Fe Clay building for $175,000 before 12/31/2020 and our tenants continuing to pay their rent. If the Santa Fe Clay building sale closes, SFRCC will pay the City $317,611 in rent by December 31, 2020. If the sale does not close, SFRCC will pay the City $492,611. In either case SFRCC will also pay $47,861 in March 2021.

This deferral request is the result of several factors including:

- Sale of Santa Fe Clay delayed for a year, resulting in no ground rent and $10,200 in operating costs for the building.
- The equity investor for an 18-unit apartment building in Baca declined to proceed after contracting COVID. The tenant defaulted and the lease was terminated.
- City did not assume the WH21 Lease in January 2020, therefore no ground rent was paid for 12 months.
- Firebox, Inc. defaulted on its lease resulting in $86K of lost revenue.

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

SFRCC is requesting an amendment to the Amended and Restated Lease and Management Agreement to revise the rent schedule by increasing the deferral for FY 20-21 by $400,000. Extending the current 2030 expiration date of the Agreement is not required. After the status of the sale of the Santa Fe Clay building is known, an amendment to the Lease & Management Agreement can be prepared including a revised Exhibit B, payment schedule.

SFRCC will continue to maximize its efforts to collect as much revenue as possible within the parameters of the Railyard Lease & Management Agreement. However, the economic uncertainty resulting from the pandemic will continue to present challenges.

Thank you for considering this request.

Richard Czoski, CCIM, CPM
Executive Director

cc; Steven Robinson, Board President

332 Read Street, Santa Fe, NM 87501
Tel 505-982-3373 Fax 505-982-3126 www.sfrailyardcc.org

Amendments to the Amended and Restated Lease & Management Agreement

Amendment #	Date	Subject
1	May 2012	City's purchase of the Market Station condo and cinema parcels made available for development
2	January 2013	Extend the L&M term to 6/30/29, provide rent deferrals, revise maintenance responsibilities
3	May 2013	Provide a mechanism for SFRCC to repay the City for free cinema patron parking
4	June 2013	Provide a mechanism for SFRCC to receive a credit from the City for rent due for the Depot building
5	September 2015	Clarifies that all leases are assigned to the City by SFRCC in the event of termination or expiration of the L&M Agreement
6	December 2015	Revised the Leasehold Premises, added rent deferrals, added parking spaces for residential projects to the Premises
7	March 2016	Revised the Leasehold Premises to enable construction of Railyard Flats building
8	April 2020	Added mechanism to provide for the sale of the Santa Fe Clay building improvements
9	May 2020	Provided for the deferral of $492,611 from 4/30/20 to 12/31/20

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of Contract Amendment No.1 for Santa Fe Recovery to Change the Scope of Work. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

b) Request Approval of Budget Amendment Resolution (BAR) for allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the amount of $750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 505- 955-6654)

Committee Review:
Finance Committee – 04/05/2021
Public Works & Utilities Committee – 04/12/2021
Governing Body – 04/14/2021

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	Excused		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **February 23, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director KO
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE: Review and Approve: Contract amendment for Santa Fe Recovery for change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount.

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

The Santa Fe Recovery Center provides a greater range of service to children and young adults than what is captured in the current contractual language. An internal evaluation highlighted the original scope of service and current performance measures limited data reporting to children that are 0-3 years of age. A revision would provide a more realistic capture of services provided to children and young adults. The proposed revisions are as follows:

1. Amend Scope of Work from "providing navigation services to 60 unduplicated women and their children" to "providing navigation to 60 male and female children and/or parents 0-21 years of age."
2. Amend Performance Measures by removing the indicator of Pre K Enrollment from the Scope of Work and add Housing Instability and Alcohol and Other Substance Use indicators.

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommend amending the Santa Fe Recovery Center contract scope of work.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

CONTRACT NUMBER:
The Munis contract number is 3202198

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Children and Youth Fund/Fund 256
Munis Org Name/Number: Children and Youth/2560122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 24, 2021 12:29 MST)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Mar 1, 2021 08:14 MST)

Email: jjsanchez@santafenm.gov

Item#_____
Munis Contract#__3202198__

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Tier II Navigation Services
#20-0569

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **SANTA FE RECOVERY CENTER** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 14 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 WORK.

1.) Article 2, of the agreement is amended to reflect a change in scope of services so that Article 2, reads in it's entirely as follows:

☒ Tier II: Safety Net Service Delivery and Navigation Services

Funding Category/Goal Area	Indicators
☐Early Childcare and Supplemental Education	☐% 3-5 yr. old Pre K Enrollment ☐% Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT ☐ High School Graduation Rate ☐Outside of school, I am involved in music, art, literature, sports, or a hobby ☐At my school, a teacher or other adult who believes I will be a success ☐Habitual Truancy
☒Youth Wellness	☐% Teen Pregnant with Prenatal Care in the First Trimester ☐Rate of Babies Born to Adolescents Per 1K (ages 15-17) ☐Skipped School because of Safety Concerns ☐% of Youth 19-21 Not in School or Working ☐Juvenile Arrests per 1K (ages 10-17) ☒Housing Instability Percentage <u>Mental Health</u> ☐Youth Depression ☐Youth Attempted Suicide (9-12 grade) <u>Alcohol Use</u> ☒Current Alcohol Use ☒Reported Binge Drinking (Past 30 Days) <u>Other Substance Use</u> ☒ Current Use of Painkillers to get High ☒ Current Methamphetamine Use ☒ Current Heroin Use ☒Tried Marijuana for the First Time before age 13

2.) Article 2, Subparagraph A, Subsection 1 of the Agreement is amended to reflect a change in population served so Article 2, Subparagraph A, Subsection 1 reads in it's entirety as follows:

1) Navigation Services to City of Santa Fe residents.

a. Navigation services to 60 male and female children and/or parents 0-21 years of age x $666.66 per individual per FY.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Santa Fe Recovery Center

Sylvia Bank
NAME

Chief Executive Officer
TITLE

DATE: 2/16/21
CRS# 01-778794-00-7 Registration # 149637

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Feb 15, 2021 08:32 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2560122.510400 AL
AL

Munis and obl code

CITY OF SANTA FE ITEM# 20-0569
PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SANTA FE RECOVERY CENTER** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   d. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

   e. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:
      i. a patient's name, address, birth date and Social Security number;
      ii. an individual's physical or mental health condition;
      iii. any care provided to an individual; or

2. **Scope of Work.**

☒Tier II: Safety Net Services Delivery and Navigation Services

Funding Category/Goal Area	Indicators
☒ Early Childcare and Supplemental Education	☒ % 3-5 yr. old Pre K Enrollment ☐% Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT ☐ High School Graduation Rate ☐Outside of school, I am involved in music, art, literature, sports, or a hobby ☐At my school, a teacher or other adult who believes I will be a success ☐Habitual Truancy
☐ Youth Wellness	☐% Teen Pregnant with Prenatal Care in the First Trimester ☐Rate of Babies Born to Adolescents Per 1K (ages 15-17) ☐Skipped School because of Safety Concerns ☐% of Youth 19-21 Not in School or Working ☐Juvenile Arrests per 1K (ages 10-17) ☐Housing Instability Percentage <u>Mental Health</u> ☐Youth Depression ☐Youth Attempted Suicide (9-12 grade) <u>Alcohol Use</u> ☐Current Alcohol Use ☐Reported Binge Drinking (Past 30 Days) <u>Other Substance Use</u> ☐Current Use of Painkillers to get High ☐Current Methamphetamine Use ☐Current Heroin Use ☐Tried Marijuana for the First Time before age 13

A. The Contractor shall perform the following work:

1) Navigation Services to City of Santa Fe residents.
    a. Navigation services to a minimum of 60 unduplicated women and their children x $666.66 per individual per fiscal year.

2) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

3) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

4) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

5) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Children and Youth Commission. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

6) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

7) Survey individuals served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

8) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

9) Ensure as appropriate that clients served are representative of historically unserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority on serving low to very low income households.

B. *Performance Measures.*

Contractor shall substantially perform the following:

1) # women with children 0-18 who receive residential drug/alcohol treatment.
2) # of direct services/activities provided to women and children age 0-18 .
3) % staff with training/certification.
4) # clients off of alcohol at discharge and 6 months post discharge.
5) % women with children 0-18 who are in stable housing.
6) % of women with children 0-18 who are working.
7) Average time from inquiry to first appointment.
8) % clients who found the program helpful.

C. *Deliverables:*

1) Annual report and mid-year report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Children and Youth Commission or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Children and Youth Commission in obtaining its goal(s) as set forth in its Strategic Plan.

2. Compensation.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rates listed below:

FY	*Tier*	*Rate*	*Amount not to be exceeded each year*
A. FY21	*II*	*$666.66 per navigation client x 60*	*$40,000*
B. FY22	*II*	*$666.66 per navigation client x 60*	*$40,000*
C. FY23	*II*	*$666.66 per navigation client x 60*	*$40,000*
The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred twenty thousand dollars ($120,000).			

D. Payment in FY21, FY22 and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

E. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date

of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time

during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect

to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. 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.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

25. 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.

26. 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.

27. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Sylvia Barela, 5312 Jaguar Drive, Santa Fe, Nm 87507. sbarela@sfrecovery.org]

28. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit one annual and one mi-year reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B.	**Fiscal Year Quarters:**	**Reports Due:**
	Mid-Year Report: July-December	January 15th
	Final Report: January-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER
MAYOR

DATE: Nov 8, 2020

CONTRACTOR:
SANTA FE RECOVERY CENTER

NAME: Sylvia Barela
TITLE: Chief Executive Officer

DATE: 9/22/20

CRS # 01 778 794-00-7
REGISTRATION# 19- 1149637

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

GB MTG 10/28/2020 GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 21, 2020 16:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400
Munis Org. and Obj. Code

SANTA FE
Recovery Center
THE PATH TO RECOVERY

5312 Jaguar Drive • Santa Fe, NM 87507 • PHONE: 505-471-4985 • FAX: 505-471-6084 •
www.sfrecovery.org

January 14, 2021

Elizabeth Peterson, Program Manager
City of Santa Fe Youth and Family Services Division
500 Market Station Suite 200
Santa Fe, NM 87501

Dear Ms. Peterson,

Thank you for the time you have spent working with our staff to discuss the Performance Measures that directly reflect the cadre of services we are providing to our clients' children age 0-21 through the City of Santa Fe's Tier II: Safety Net Services Delivery and Navigation Services grant award. We greatly appreciate this grant award and the opportunity to enhance the services we provide to some of our City's most vulnerable families.

Based on our discussions with you and the City's evaluation team, we would like to request permission to amend the Performance Measures/Indicators identified in our original Scope of Work. Although, we serve children age 0-3 who are accompanying their mother's into residential substance use disorder treatment, we are actually providing Navigation Services to a wider population of youth.

Therefore, we are requesting permission to amend our indicators from "serving 60 Early Childcare and Supplemental Education: 3-5 yr. old Pre K Enrollment" to "serving 60 male and female children and/or parents age 0-21." Furthermore, we would like to remove the indicator of Pre K Enrollment from our Scope of Work and add Housing Instability and Alcohol and Other Substance Use.

We greatly appreciate the City's flexibility in working with us as we expand our abilities to serve our client's children and youth. Thank you for your consideration and please let me know if you have any questions regarding our request or if I may be of any assistance to you.

Sincerely,

S Barela

Sylvia Barela
Chief Executive Officer

cc: Julie Sanchez, City of Santa Fe Youth and Family Services Division Director
Arianna Trott, Aspen Solutions
Natalie Skogerboe, Aspen Solutions

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SANTA FE RECOVERY CENTER

Procurement Title: RFP 20/21/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 10, 2021 09:51 MST)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **32002198**

Contractor: **Santa Fe Recovery Center**

Description: **Children and Youth Commission funded youth services**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **July 1, 2020** Term End Date: **June 30, 2023**

[☑] Approved by Council Date: **10/28/2020**

Contract / Lease: **CYC funded youth services**

Amendment # **1** to the Original Contract / Lease # **20-0569**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[☐] Approved by Council Date:

Amendment is for:

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

Revise scope of work

3. **Procurement History:** **RFP 20/21/P**

Fran Dunaway (Mar 10, 2021 09:51 MST)

Purchasing Officer Review: Mar 10, 2021 Date:

Comment & Exceptions: RFP #20/21/P CITY CY&F Amendment 1 SOW and increase -EXP: 6/30/23

4. **Funding Source:** **Children and Youth Fund** **Org / Object:** **2560122.510400**

Alexis Lotero (Mar 10, 2021 09:39 MST)

Budget Officer Approval: Mar 10, 2021 Date:

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

CRS Number: 01-778794-00-7

Owner: SYLVIA BARELA

License Number: 149637

License Type: Business License - Renewable

Issued Date: January 05, 2021

Classification: Business Registration - Standard

Expiration Date: January 05, 2022

Fees Paid: $35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
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

Cert ID 31563

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 02/18/2021

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

AGENCY	PHONE (A/C, No, Ext): (505) 982-4302	COMPANY
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	FAX (A/C, No): E-MAIL ADDRESS: CODE: SFE SUB CODE: AGENCY CUSTOMER ID #: 25840	VantaPro Specialty Insurance 945 East Paces Ferry Road Atlanta GA 30326

INSURED	LOAN NUMBER	POLICY NUMBER
Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507		5088-1224-00

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
08/31/2020	08/31/2021	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

[1] Loc: 1 Bldg: 1 4100 Lucia Lane, Santa Fe, NM
[2] Loc: 1 Bldg: 2 4100 Lucia Lane, Santa Fe, NM
[3] Loc: 1 Bldg: 3 4100 Lucia Lane Santa Fe, NM
[4] Loc: 2 Bldg: 1 4090 Lucia Lane, Santa Fe, nm
[6] Loc: 4 Bldg: 1 1658 Calle Sotero, Santa Fe, NM
[7] Loc: 5 Bldg: 1 2052 Galisteo St., Santa Fe, NM

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Comm.Prop -Loc: 1 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special	1,450,000	1,000
Comm.Prop -Loc: 1 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL Special	70,000	1,000
Comm.Prop -Loc: 1 Bldg: 2 Building - Val: RC - Coins: 90% - COL: Special	70,000	1,000
Comm.Prop -Loc: 1 Bldg: 3 Building - Val: RC - Coins: 90% - COL: Special	550,000	1,000
Comm.Prop -Loc: 1 Bldg: 3 Business Persl Prop - Val: RC - Coins: 90% - COL: Special	20,000	1,000
Comm.Prop -Loc: 2 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special	311,000	1,000
Comm.Prop -Loc: 2 Bldg: 1 Business Persl Prop - Val: RC - COL: Special	15,000	1,000
Comm.Prop -Loc: 4 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special	25,000	1,000
Comm.Prop -Loc: 5 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special	20,000	1,000
Comm.Prop -Loc: 6 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special	1,370,000	1,000
Comm.Prop -Loc: 6 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special	100,000	1,000
Comm.Prop -Loc: 7 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special	10,000	1,000

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS					
Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507	☐ ADDITIONAL INSURED	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE	☐ MORTGAGEE	☒ Certificate Holder

LOAN #

AUTHORIZED REPRESENTATIVE

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LOCATION/PROPERTY DESCRIPTION OVERFLOW

DATE (MM/DD/YYYY)
02/18/2021

PRODUCER		INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550		Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507
PHONE (A/C, No, Ext): (505) 982-4302	FAX	POLICY NUMBER 5088-1224-00

LOCATION/PROPERTY DESCRIPTION (CONTINUED)

[8] Loc: 6 Bldg: 1 5312 Jaguar Drive Santa Fe, NM
[9] Loc: 7 Bldg: 1 1503 Kachina Ridge Drive, Santa Fe, NM
[10] Loc: 8 Bldg: 1 1600 St. Michaels Dr. Bldg.12 Un 6B1-6B2
[11] Loc: 11 Bldg: 1 995 Practilliano Drive
[12] Loc: 12 Bldg: 1 1302 Calle De La Merced (Ste A&B)
[13] Loc: 13 Bldg: 1 2105 Hasler Valley Rd

COVERAGE INFORMATION OVERFLOW

DATE (MM/DD/YYYY): 02/18/2021

PRODUCER	INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507
PHONE (A/C, No, Ext): (505) 982-4302 / FAX	POLICY NUMBER: 5088-1224-00

COVERAGE INFORMATION (CONTINUED)

COVERAGE / PERILS /FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Comm.Prop -Loc: 8 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special	30,000	1,000
Comm.Prop -Loc: 11 Bldg: 1 Business Persl Prop - Val: RC Coins:90% - COL: Special	25,000	1,000
Comm.Prop -Loc: 12 Bldg: 1 Business Persl Prop - Val: RC Coins:90% - COL: Special	25,000	1,000
Comm.Prop -Loc: 13 Bldg: 1 Business Persl Prop - Val: RC Coins:90% - COL: Special	210,000	1,000

Signature: Kyra Ochoa (Mar 9, 2021 12:24 CST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH AND SAFETY SF RECOVERY AMENDMENT.

Final Audit Report 2021-03-09

Created:	2021-03-09
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA53XipMv_KaDeA4CInE4N1qQwQG8Ib-bs

"GB COMMUNITY HEALTH AND SAFETY SF RECOVERY AM ENDMENT." History

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2021-03-09 - 5:46:17 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 5:47:15 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 5:50:25 PM GMT- IP address: 174.219.147.116

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 6:24:42 PM GMT - Time Source: server- IP address: 174.219.134.122

Agreement completed.
2021-03-09 - 6:24:42 PM GMT

GB COMM HEALTH AND SAFETY SF RECOVERY AMENDMENT

Final Audit Report 2021-03-10

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIGDJgzdSn-vER9ephjDvuAcpBHR_NxS7

"GB COMM HEALTH AND SAFETY SF RECOVERY AMENDMENT" History

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2021-03-10 - 3:32:27 PM GMT

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2021-03-10 - 4:36:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-10 - 4:39:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-10 - 4:51:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-10 - 4:51:28 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of St. Elizabeth Shelter Contract Amendment No. 1 to Extend the Term and Scope of Service. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

d) Request for Approval of St. Elizabeth Shelter Contract Amendment No. 1 to Extend the Term and Scope of Service; (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 15, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director KO
Julie Sanchez, Youth and Family Services Division Director jjs

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE:
Request for St. Elizabeth Shelter Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This request amends the Scope of Work to reflect decreased navigation numbers based on significantly decreased census for shelter guests in compliance with state public health orders. The state requires the shelter to limit capacity to one quarter of the normal number which now totals seven (7) guests at each shelter. In response to the pandemic and increased need for safe and socially distant housing options the shelter is housing forty to forty five (40-45) individuals and families in motel rooms with an overall population for the year to be around 250 individuals and/or families. The frequency and intensity of navigation has increased and as a result we are proposing that the navigation rate per person increases to accommodate additional tasks and duties.

St. Elizabeth Shelter provides food, clothing, hygiene products and other essentials to anyone who presents at the shelter. As a result, safety net services have increased. The proposed adjustments to the scope of work do not change the total contract amount of $100,000.

The proposed contract amendment includes:

The Contractor shall perform the following work:

1. Navigation services to a minimum of 250 unduplicated adult individuals and/or families at $250 per individual/adult family for a total of $62,500.

2. Safety net services to a minimum of 750 adult individuals and/or families at $50 per individual/adult family for a total of $37,500.

In addition, this request includes a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose the RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and this contract was executed July 12, 2019 for a three (3) year term ending June 30, 2021. With the one year term extension the contract will end June 30th, 2022.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200597.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 18, 2021 12:37 MST)
Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Feb 18, 2021 13:20 MST)
Email: jjsanchez@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-05884

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and St. Elizabeth Shelter (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 navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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 WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 250 clients x $250.00 per individual adult/family for a total of $62,500.00.

4) Safety net services to a minimum of 750 clients at $50.00 per individual adult/family for a total of $37,500.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 250 clients x $250.00 per individual adult/family at $62,500.00 and safety net services to a minimum of 750 clients x $50.00 per individual adult/family at $37,500.00. Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty dollars ($250.00) per unduplicated person served for Tier II services and fifty dollars ($50.00) per individual adult/family receiving safety net services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 13:25 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
St. Elizabeth Shelter

Edward Archuleta
_____
NAME & TITLE

Date: 1/15/21
CRS# Exempt
Business Reg# 02-059151-009

BUSINESS LICENSE#225673

ITEM # 19-0584

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ST. ELIZABETH SHELTER** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 600 unduplicated adult individuals and/or families x $166.67 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency

Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black

with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$200,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY20 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant

to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. 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.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

25. 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.

26. 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.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [St. Elizabeth Shelter, 804 Alarid Street, director@steshelter.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
St. Elizabeth Shelter

NAME: Edward Archer
TITLE: Executive Director

DATE: 7/1/19

CRS# EXEMPT
REGISTRATION# 19-00029484

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
ce mtg. 5.29.2019

APPROVED AS TO FORM:

Andrea Salazar
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

ST. ELIZABETH SHELTERS & SUPPORTIVE HOUSING
A non-denominational community

October 29, 2020

Board of Directors

Sam Baca
President
Rick Carboni
Vice President
Emily Smith
Secretary
Grant C. Davis
Treasurer

Members
Tonja Abeyta
Marcel Legendre
Dan Nickelson
Sunil Sakhalkar
Kathryn Ugoretz

Ex-Officio
Edward Archuleta
Executive Director

Julie Sanchez
Interim Director/Program Manager
Youth and Family Services Division
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

Dear Julie:

I am writing to amend our Professional Services Contract for the 2021 fiscal year (July 2020-2021).

Due to the impact of the COVID-19 pandemic the populations at our two shelters have been significantly reduced. The state is requiring us to limit our capacity to 1/4 of the normal number, which would be 7 guests at each. We are, however, housing 40 families and individuals in local motels. We anticipate our population will be about 54 households at any given time and an overall population for the year to be around 250 individuals and/or families. This includes both shelter and motels.

As noted below, we are proposing an $83 per person increase in our contract from last year due to the fact that our navigators are having to perform extra duties because of the pandemic. Guests in the shelter are on "lockdown" 24/7 and can only leave if they are accompanied by staff (e.g., driven to medical appointments, shopping, recreation, etc.). While guests in the motels are not as restricted the navigators are still meeting with each several times a week and are having to deliver them food and other necessities, driving back and forth between the shelters and motels.

Regarding safety net services we are still providing food, clothing, hygiene products, etc., to any individual or family who comes to our doors.

Therefore we request changing Section 2, Scope of Work, Part A of the contract to read:

The Contractor shall perform the following work:

1. A. Navigation services to a minimum of 250 unduplicated adult individuals and/or families X $250 per individual/adult family for a total of $62,500.
2. B. Safety net services to a minimum of 750 adult individuals and/or families X $50 per individual/adult family for a total of $37,500.
   Grand total of $100,000

804 Alarid Street
Santa Fe, NM 87505
(505) 982-6611
Fax (505) 982-5347
info@steshelter.org
www.steshelter.org

Similarly, Section 2, Compensation, Part A, Numbers 1-2 should be changed to reflect these new rates.

All other aspects of the contract will remain the same.

Thank you for your attention to this matter. Should you have any questions please do not hesitate to contact me.

Sincerely,

Edward Archuleta
Executive Director

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ST. ELIZABETH SHELTER

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Mar 11, 2021 08:19 MST)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200474**

Contractor: **The Food Depot**

Description: **Human Services Committee recommended adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

Contract / Lease: **HSC recommended services for FY 19-21**

Amendment # **1** to the Original Contract / Lease # **19-05886**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

Amendment is for:

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

Extension of term for one (1) year and revise scope of work.

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Mar 11, 2021 08:19 MST) Mar 11, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: No increase to compensation -Current contract expires 6/30/21- extend term & SOW

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Mar 10, 2021 18:48 MST) Mar 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

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

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 804 ALARID ST
SANTA FE, NM 87501

CRS Number: 02059151009

Owner: ST ELIZABETH SHELTER

License Number: 225673

License Type: Business License - Renewable

Issued Date: January 15, 2021

Classification: Business Registration - Standard

Expiration Date: January 15, 2022

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE, NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CONRAD SCHOTT
ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2019-01 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2209359	12/14/2020	12/14/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		PHPK2209359	12/14/2020	12/14/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.127	01/05/2021	01/05/2022	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Dishonesty			PHPK2209359	12/14/20	12/14/21	Limit: $35,000 Ded: $500.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LOCATION: 804 ALARID STREET SANTA FE, NM 87505

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
P O BOX 909
SANTA FE, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Signature: Kyra Ochoa
Kyra Ochoa (Mar 9, 2021 14:53 CST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH & SAFETY - ST. ELIZABETH SHELTER AMENDMENT.

Final Audit Report 2021-03-09

Created:	2021-03-09
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN7tpU3uAjNIY_Boq2NPjwEDOGfMCQyRf

"GB COMMUNITY HEALTH & SAFETY - ST. ELIZABETH SHELTER AMENDMENT." History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-09 - 8:42:42 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 8:43:28 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 8:52:07 PM GMT- IP address: 104.47.64.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 8:53:16 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-09 - 8:53:16 PM GMT

GB COMM HEALTH AND SAFETY ST ELIZABETH SHELTER AMENDMENT

Final Audit Report 2021-03-11

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU9Zc7zOU5guqtgyzh6UYMNfLL3tNuRml

"GB COMM HEALTH AND SAFETY ST ELIZABETH SHELTER AMENDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-10 - 3:20:16 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-10 - 3:22:38 PM GMT

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2021-03-11 - 1:46:58 AM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:48:54 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:48:58 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-11 - 3:15:10 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-11 - 3:19:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-11 - 3:19:40 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

Request for Approval of The Food Depot Contract Amendment; Term Extension and Scope of Service. (Elizabeth Peterson, Children and Youth Program manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

e) Request for Approval of St. Elizabeth Shelter Contract Amendment No. 1 to Extend the Term and Scope of Service; (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 4/5/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 15, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director KO
Julie Sanchez, Youth and Family Services Division Director jjs

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE:
Request for The Food Depot Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee was established by resolution 2012-3 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

Hunger was a persistent challenge in New Mexico before the COVID-19 public health crisis. The demand for hunger relief increased by 30% after crisis began. The Food Depot has responded to the pandemic by increasing food distribution and decreasing navigation due to public health restrictions. This request amends the Scope of Work to reflect service delivery based on increased need for hunger relief and compliance with public health orders. The number of individuals who receive navigation is decreased in response to public health orders, the number of individuals who receive safety net services at food distribution sites is increased. The total contract amount remains the same.

Navigation: 75 clients at $253 per ($18,975) Safety net: 225 clients at $169 per ($38,025) Total: $57,000 per year

In addition this request includes a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose the RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and this contract was executed July 12, 2019 for a three (3) year term ending June 30, 2021. With the one year term extension the contract will end June 30th, 2022.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200474.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 18, 2021 12:38 MST)
Email: empeterson@santafenm.gov

Signature: Julie Sanchez (Feb 18, 2021 13:21 MST)
Email: jjsanchez@santafenm.gov

FOOD DEPOT Memo 021821

Final Audit Report 2021-02-18

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CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0586

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and The Food Depot (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 navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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 WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 75 clients x $253.00 per individual adult/family for a total of $18,975.00.

4) Safety net services to a minimum of 225 clients at $169.00 per individual adult/family for a total of $38,025.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 75 clients x $253.00 per individual adult/family at $18,975.00 and safety net services to a minimum of 225 clients x $169.00 per individual adult/family at $38,025.00 . Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty three dollars ($253.00) per unduplicated person served for Tier II services and one hundred and sixty nine dollars ($169.00) per individual adult/family receiving safety net services in FY21 for up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

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:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 14, 2021 09:32 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
AL
MUNIS ORG/OBJ

CONTRACTOR:
The Food Depot

Sherry S. Hooper, Executive Director
NAME & TITLE

Date: January 18, 2021

2020 12 22 Amendment 1 Food Depot EP

Final Audit Report 2021-01-14

Created:	2021-01-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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ITEM # 19-0586

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **THE FOOD DEPOT**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

f. Unemployment: the circumstance of being without a paid job while available to work.

g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 1,000 unduplicated adult individuals and/or families x $53.68 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency

Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black

with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % of food distributed in Santa Fe County; # of agencies with improved nutrition; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$114,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of fifty three dollars and sixty eight cents ($53.68) per unduplicated person served for Tier II services in FY20, up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of fifty three dollars and sixty eight cents ($53.68) per unduplicated person served for Tier II services in FY21, up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. 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.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

25. 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.

26. 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.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [The Food Depot, 1222 A Siler Road, shooper@thefooddepot.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in

reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
The Food Depot

NAME: Sherry F. Hooper
TITLE: Executive Director

DATE: 7-3-19

CRS# EXEMPT
REGISTRATION# 19-00059520

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
BCC mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

SANCHEZ, JULIE J.

From: Chris Blumenstein <navigator@thefooddepot.org>
Sent: Friday, December 11, 2020 1:47 PM
To: SANCHEZ, JULIE J.
Cc: Jill Dixon
Subject: The Food Depot grant revision proposal FY '20-'21

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Julie,

I hope your week is wrapping up nicely and you're looking forward to the weekend. Here is our revision proposal as discussed.

Navigation: 75 clients at $253 per ($18,975)
Safety net: 225 clients at $169 per ($38,025)

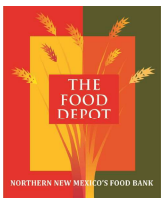
Thank you,

Chris

--

Chris Blumenstein, LCSW
Resource Navigator

[The Food Depot provided over 5.6 million meals between March and the end of September as part of its COVID-19 Response. The work continues. Make a difference by volunteering or donating today.]



1222 A Siler Road
Santa Fe, NM 87507
mobile: (505) 470-2236
fax: (505) 471-2025

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: THE FOOD DEPOT

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Community Health and Safety Department Staff Name Elizabeth Peterson

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021
Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway
Fran Dunaway (Mar 17, 2021 08:56 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200474**

Contractor: **The Food Depot**

Description: **Human Services Committee recommended adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

Contract / Lease: **HSC recommended services for FY 19-21**

Amendment # **1** to the Original Contract / Lease # **19-05886**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

Amendment is for:

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

Extension of term for one (1) year and revise scope of work.

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Mar 17, 2021 08:56 MDT)

Purchasing Officer Review: Date: Mar 17, 2021

Comment & Exceptions: Extend & increase comp- 7/12/21 -6/30/22

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero

Alexis Lotero (Mar 16, 2021 16:53 MDT)

Budget Officer Approval: Date: Mar 16, 2021

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: THE FOOD DEPOT
DBA: THE FOOD DEPOT

Business Location: 1222 SILER RD
SANTA FE, NM 87505

Owner: JUDITH SCARVIE

License Number: 225105

Issued Date: January 28, 2021

Expiration Date: January 28, 2022

CRS Number: 02-267847-00-6

License Type: Business License - Renewable

Classification: Business Registration - Food Sales

Fees Paid: $35.00

THE FOOD DEPOT
1222 SILER RD A
SANTA FE , NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2020

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 Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Cincinnati Insurance Companies
INSURED (505) 471-1633 Food Depot, Inc. 1222A Siler Road Santa Fe NM 87507	INSURER B : New Mexico Assurance Company — 13675 INSURER C : United States Liability Insura — 25895 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28759 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			EPP 0214646	10/12/2020	10/12/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Empl Benefits Liab	$ 1M/3M
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			EPP 0214646	10/12/2020	10/12/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP 0214646	10/12/2020	10/12/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ none							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			20870.123	10/13/2020	10/13/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Directors and Officers			NDO1559745C	10/13/2020	10/13/2021	Limit	$ 1,000,000
C	Employment Practices Liab			NDO1559745C	10/13/2020	10/13/2021	Limit	$ 1,000,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe
Community Services Department
200 Lincoln Ave Room 122

Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Signature: Kyra Ochoa (Mar 8, 2021 14:30 CST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH & SAFETY-FOOD DEPOT AMENDMENT.

Final Audit Report 2021-03-08

Created:	2021-03-08
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyHa_kLPBGNozE9rmj-m82IOkBNAhJddm

"GB COMMUNITY HEALTH & SAFETY-FOOD DEPOT AMEND MENT." History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 8:12:22 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 8:12:56 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 8:28:33 PM GMT- IP address: 174.219.20.232

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 8:30:52 PM GMT - Time Source: server- IP address: 174.219.20.232

Agreement completed.
2021-03-08 - 8:30:52 PM GMT

GB COMMUNITY HEALTH AND SAFETY FOOD DEPOT AMENDMENT

Final Audit Report 2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAII85I3EwTIxMJ-wiceDsFaI-p5NxF7As

"GB COMMUNITY HEALTH AND SAFETY FOOD DEPOT AME NDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:23:45 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:26:09 PM GMT

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2021-03-16 - 10:51:40 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 10:53:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 10:53:10 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 2:53:54 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 2:56:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-17 - 2:56:24 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/05/21
FOR CITY COUNCIL MEETING OF 04/14/21

c) Request for the Approval of National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement to add another Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, (505) 955-6435.)

Committee Review:
Finance Committee 4/05/21
Governing Body 4/14/21

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **March 23, 2021**

TO: **Governing Body**
Finance Committee

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

FROM: **Yodel M. Catanach, Contracts Supervisor** YMC 3/23/21

ITEM AND ISSUE:

Request for the Approval of National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement to add another Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, (505) 955-6435.)

BACKGROUND AND SUMMARY:

National Cooperative Purchasing Alliance (NCPA) currently has about 300 cooperative agreements and all solicitations are advertised nationwide a minimum of 30 days in USA Today and NCPA website www.NCPA.us . NCPA contracts are available to use to over 90,000 agencies nationwide including government entities, non-profit organizations, and healthcare facilities. The City currently has four (4) Cooperative Master Agreements (Sourcewell, Cooperative Educational Services (CES) , HGAC Buy Cooperative, and FireResue GPO Cooperative) by approving NCPA, this will allow City Departments to utilize hundreds of NCPA Contracts as their procurement method. Attached is the current contract list we will have access to for goods and services.

ACTION REQUESTED:

Finance Department respectfully requests your review and approval to allow Departments Citywide to utilize NCPA as another procurement method.

Contract #	Awarded Vendor	Contract Name	Expiration	Category	Contact
11-42	22nd Century Technologie	Staffing Services and Related Solutions	7/31/2023	Office & School	http://www.ncpa.us/Vendors/22nd%20Century#4
02-39	84 Lumber	Building Materials and Services	8/31/2021	Facilities	http://www.ncpa.us/Vendors/84%20Lumber#4
07-15	9to5 Seating	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/9to5%20Seating#4
02-64	ABM	High Performance Building Consulting and Utility Management Solutions, S	3/31/2022	Facilities	http://www.ncpa.us/Vendors/ABM#4
02-73	ACCO	HVAC Equipment, Installation, Service, & Related Products - Supplemental	11/30/2021	Facilities	http://www.ncpa.us/Vendors/ACCO%20Engineered%20Systems#4
02-47	Accruent	Facilities and Asset Management Information Systems	11/30/2021	Facilities	http://ncpa.us/Vendors/Accruent#4
12-14	ADANI Systems	Security Solutions Products and Services	12/31/2021	Security	http://ncpa.us/Vendors/Adani#4
02-50	AET Environmental	Hazardous Waste Management Solutions and Related Services	5/31/2022	Facilities	http://www.ncpa.us/Vendors/AET%20Environmental#4
02-94	Aggreko	Generators and Related Equipment for Service Rental and Leasing	12/31/2023	Facilities	http://www.ncpa.us/Vendors/Aggreko#5
07-16	AIS	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/AIS#4
01-90	Alertus	Digital Media Management & Mass Notification	3/31/2022	Technology	http://www.ncpa.us/Vendors/Alertus#4
01-113	Alight Solutions	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Alight%20Solutions#4
08-15	All-American Arena Produ	Ice Arena Supplies and Equipment	5/31/2022	Athletics	http://www.ncpa.us/Vendors/All-American%20Arena%20Products#4
07-39	Allsteel	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Allsteel#4
11-48	Ameresco	Energy Management Consulation and Related Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Ameresco#4
11-46	AMG Payment Solutions	Merchant Processing Services	8/31/2023	Office & School	http://www.ncpa.us/Vendors/AMG%20Payment%20Solutions#4
07-17	AmTab	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/AmTab#4
11-18	AOPD	Office Supplies and Services	5/31/2023	Office & School	http://www.ncpa.us/Vendors/AOPD#4
07-18	Arcadia Chair Company	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Arcadia%20Chair%20Company#4
05-21	ARI Phoenix	Heavy-Duty Transportation Maintenance Equipment Solutions	5/31/2022	Transportation	http://www.ncpa.us/Vendors/ARI%20Phoenix#4
07-19	Artopex	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Artopex#4
01-101	Aspire HR	Cloud Administrative Solutions	11/30/2022	Technology	http://www.ncpa.us/Vendors/Aspire%20HR#4
08-18	ATC	Athletic Surfacing & Asphalt Maintenance	8/31/2021	Athletics	http://www.ncpa.us/Vendors/ATC%20CORP#4
11-54	Avaap	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Avaap#4
01-114	Avaya	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Avaya#4
07-20	Berco	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Berco#4
11-55	BerryDunn	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/BerryDunn#4
01-40	Best Buy	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/Best%20Buy#4
01-91	Black Box	Digital Media Management & Mass Notification	3/31/2022	Technology	http://www.ncpa.us/Vendors/Black%20Box#4
01-92	Blackboard	Digital Media Management & Mass Notification	3/31/2022	Technology	http://www.ncpa.us/Vendors/Blackboard#5
02-95	Bonitz	Regional Flooring & Outdoor Surfaces Solutions	12/31/2021	Facilities	http://ncpa.us/Vendors/Bonitz#5
02-46	BOXX Modular	Modular & Pre-Engineered Buildings	8/31/2021	Facilities	http://www.ncpa.us/Vendors/BOXX%20Modular#4
07-21	Bretford	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Bretford#4
05-46	Brighton Cromwell	Heavy Equipment, Diesel Truck, Bus Parts and Related Goods and Services	12/31/2023	Transportation	http://www.ncpa.us/Vendors/Brighton%20Cromwell#4
02-106	Bush Hog	Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Re	12/31/2023	Facilities	http://www.ncpa.us/Vendors/Bush%20Hog#4
11-21	Businessolver	Administrative Management Solutions	12/31/2022	Office & School	http://www.ncpa.us/Vendors/Businessolver#5
01-111	Cambium Networks	Wireless Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Cambium%20Networks#4
08-19	Cape and Island Tennis & T	Athletic Surfacing & Asphalt Maintenance	8/31/2021	Athletics	http://www.ncpa.us/Vendors/Cape%20and%20Island#4

01-86	Carahsoft	Software Products and Services	11/30/2021	Technology	http://www.ncpa.us/Vendors/Carahsoft#5
01-105	CatchOn	Software Products, Services and Training	7/31/2023	Technology	http://www.ncpa.us/Vendors/CatchOn#4
01-41	CDI Computer Dealers	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/CDI%20Technologies#4
11-49	Choice Energy Manageme	Energy Management Consulation and Related Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Choice%20Energy%20Management#4
11-56	Ciber Global	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Ciber%20Global#4
07-22	Clarus Glassboards	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Clarus%20Glassboards#4
02-86	Climatec	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Climatec#6
11-43	COGENT Infotech	Staffing Services and Related Solutions	7/31/2023	Office & School	http://www.ncpa.us/Vendors/COGENT#4
11-31	Collaborative Classroom	Instructional and Educational Resources	8/31/2021	Office & School	http://www.ncpa.us/Vendors/Collaborative%20Classroom#4
11-57	Collaborative Solutions	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Collaborative%20Solutions#4
05-35	Columbia Vehicle Group	Golf Cars, Utility Vehicles and Maintenance Vehicles	7/31/2022	Transportation	http://www.ncpa.us/Vendors/Columbia%20Vehicle%20Group#3
01-98	Comcast	Telecommunication Services	7/31/2022	Technology	http://www.ncpa.us/Vendors/Comcast%20Business#4
01-107	CompuNet	Audio/Visual Products and Services	12/31/2023	Technology	http://www.ncpa.us/Vendors/CompuNet#4
01-44	Connection	Technology Solutions	10/31/2021	Technology	http://ncpa.us/Vendors/Connection#4
12-15	Convergint Technologies	Security Solutions Products and Services	12/31/2021	Security	http://ncpa.us/Vendors/Convergint%20Technologies#4
02-87	Coolsys	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Coolsys#4
04-20	CORE Construction	Job Order Contracting Services (AZ)	7/31/2021	Construction	http://www.ncpa.us/Vendors/CORE%20Construction#7
04-13	CORE Construction	Job Order Contracting	11/30/2021	Construction	http://www.ncpa.us/Vendors/CORE%20Construction#7
04-07	CORE Construction	Alternative Procurement Delivery Methods (APDM) for General Contractin	3/31/2022	Construction	http://www.ncpa.us/Vendors/CORE%20Construction#7
04-10	CORE Construction	Alternative Procurement Delivery Methods for General Contracting Service	4/30/2022	Construction	http://www.ncpa.us/Vendors/CORE%20Construction#7
02-44	CS Group	HVAC Equipment, Installation, Service, & Related Products (Supplement)	8/31/2021	Facilities	http://www.ncpa.us/Vendors/CS%20Group#4
02-88	Cullum	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Cullum#4
03-06	Daniel B. Stephens & Asso	Environmental Services	3/31/2022	Environmental	http://www.ncpa.us/Vendors/Daniel%20B.%20Stephens%20and%20A
07-23	Darran Furniture	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/DARRAN%20Furniture#4
07-50	Dauphin	Furniture, Supplemental	9/30/2021	Furniture	http://www.ncpa.us/Vendors/Dauphin#4
07-51	Davis	Furniture, Supplemental	9/30/2021	Furniture	http://www.ncpa.us/Vendors/Davis#4
01-42	Dell	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/Dell#4
07-24	Demco	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/DEMCO#4
09-07	Dental Health Products	Dental Equipment and Supplies	8/31/2021	Medical	http://www.ncpa.us/Vendors/Dental%20Health%20Products#5
11-32	Discount School Supply	Instructional and Educational Resources	8/31/2021	Office & School	http://ncpa.us/Vendors/Discount%20School%20Supply#4
02-52	DKI	Disaster Recovery and Risk Solutions Restoration of Operation Services	9/30/2021	Facilities	http://www.ncpa.us/Vendors/DKI%20Services#4
01-74	DLT	Systems and Information Management Software	9/30/2021	Technology	http://www.ncpa.us/Vendors/DLT%20Solutions#6
01-81	DLT	Data Storage, Cloud, Converged and Data Protection	11/30/2021	Technology	http://www.ncpa.us/Vendors/DLT%20Solutions#6
01-87	DLT	Software Products and Services	11/30/2021	Technology	http://www.ncpa.us/Vendors/DLT%20Solutions#6
01-75	EC America	Systems and Information Management Software	9/30/2021	Technology	http://www.ncpa.us/Vendors/EC%20America#6
01-83	EC America	Data Storage, Cloud, Converged and Data Protection	11/30/2021	Technology	http://www.ncpa.us/Vendors/EC%20America#6
01-88	EC America	Software Products and Services	11/30/2021	Technology	http://www.ncpa.us/Vendors/EC%20America#6
05-33	Ecolane	Transportation Software	3/31/2022	Transportation	http://www.ncpa.us/Vendors/Ecolane#4
08-28	Ecore	Athletic Court and Field Solutions	12/31/2023	Athletics	http://www.ncpa.us/Vendors/Ecube%20Labs#4

02-79	Ecube Labs	General, Recyclable, and Food Waste Collection, Compaction, Containment	7/31/2023	Facilities	http://www.ncpa.us/Vendors/Ecube%20Labs#4
01-59	Education Networks of Am	Advanced Communications Solutions	8/31/2021	Technology	http://www.ncpa.us/Vendors/Education%20Networks%20of%20Amer
07-25	Egan Visual	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Egan%20Visual#4
01-82	EMC	Data Storage, Cloud, Converged and Data Protection	11/30/2021	Technology	http://www.ncpa.us/Vendors/Dell%20EMC#4
02-82	EnergyWare	Electrical Equipment, Bulbs and Ballasts and Related Services	8/31/2021	Facilities	http://www.ncpa.us/Vendors/EnergyWare#5
02-60	Engineered Floors	Flooring & Outdoor Surfaces Solutions	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Engineered%20Floors#4
13-04	Entegra Procurement Serv	Food Management Programs and Related Products and Services	12/31/2023	Food	http://www.ncpa.us/Vendors/Entegra%20Procurement%20Services#4
07-26	ESI Ergonomic	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/ESI%20Ergonomic%20Solutions#4
02-66	EstimatingPlus	Owner Advocate/Representative for Capital Improvement Program Manag	3/31/2022	Facilities	http://www.ncpa.us/Vendors/EstimatingPlus#5
05-44	EVSE	Electric Vehicle Charging Infrastructure	8/31/2023	Transportation	http://www.ncpa.us/Vendors/EVSE%20LLC#4
01-112	Extreme Networks	Wireless Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Extreme%20Networks#4
11-58	EY	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/EY#5
02-53	EZ-ACCESS	Modular Aluminum Walkway Systems & ADA Compliant Products & Service	12/31/2021	Facilities	http://www.ncpa.us/Vendors/EZ-ACCESS#4
04-11	F.H. Paschen	Alternative Procurement Delivery Methods for General Contracting Service	4/30/2022	Construction	http://www.ncpa.us/Vendors/Ferguson%20Waterworks#4
02-104	Ferguson Waterworks	Water Metering, Monitoring, Devices and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/F.H.%20Paschen#6
04-14	FH Paschen	Job Order Contracting	11/30/2021	Construction	http://www.ncpa.us/Vendors/F.H.%20Paschen#6
04-25	FHP Tectonics	Job Order Contracting in Virginia	7/31/2021	Construction	http://www.ncpa.us/Vendors/F.H.%20Paschen#6
08-30	FieldTurf USA	Artificial Sport Surfaces, Installation and Related Materials	12/31/2021	Athletics	http://www.ncpa.us/Vendors/FieldTurf#4
01-43	FireFly Computers	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/FireFly%20Computers#4
11-47	Fiserv	Merchant Processing Services	8/31/2023	Office & School	http://www.ncpa.us/Vendors/Fiserv#6
11-53	Fiserv	Municipal and Utility Billing Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Fiserv#6
08-21	Flaghouse	Athletic Supplies and Equipment	7/31/2022	Athletics	http://www.ncpa.us/Vendors/Flaghouse#3
05-22	FlashParking	Parking Access Revenue Control System	9/30/2021	Transportation	http://www.ncpa.us/Vendors/FlashParking#4
07-27	Fleetwood Group	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Fleetwood%20Group#4
07-52	Foliot	Furniture, Supplemental	9/30/2021	Furniture	http://www.ncpa.us/Vendors/Foliot#4
01-108	Ford AV	Audio/Visual Products and Services	12/31/2023	Technology	http://ncpa.us/Vendors/Ford%20AV#4
01-109	Formetco	Audio/Visual Products and Services	12/31/2023	Technology	http://www.ncpa.us/Vendors/Formetco#4
02-76	Fortiline	Underground Water, Sewer and Storm Utility Product	11/30/2021	Facilities	http://ncpa.us/Vendors/Fortiline%20Waterworks#4
01-77	Fortinet	IT Security and Data Protection Solutions	4/30/2022	Technology	http://www.ncpa.us/Vendors/Fortinet#4
07-29	Frank Cooney Company	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Frank%20Cooney%20Company#4
01-102	Frontline	Cloud Administrative Solutions	11/30/2022	Technology	http://www.ncpa.us/Vendors/Frontline#4
11-50	Fusebox	Energy Management Consulation and Related Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Fusebox#5
01-68	Gaggle	Safe Email and Storage Accounts	11/30/2021	Technology	http://www.ncpa.us/Vendors/Gaggle#4
08-26	Game Day Athletic Surface	Natural Sport Surfaces, Installation and Related Materials	11/30/2021	Athletics	http://www.ncpa.us/Vendors/Game%20Day%20Athletic%20Surfaces#
08-31	Game Day Athletic Surface	Artificial Sport Surfaces, Installation and Related Materials	12/31/2021	Athletics	http://www.ncpa.us/Vendors/Game%20Day%20Athletic%20Surfaces#
04-21	GCON	Job Order Contracting Services (AZ)	7/31/2021	Construction	http://www.ncpa.us/Vendors/GCON#5
04-15	GCON	Job Order Contracting	11/30/2021	Construction	http://www.ncpa.us/Vendors/GCON#5
05-45	Gilbarco	Electric Vehicle Charging Infrastructure	8/31/2023	Transportation	http://www.ncpa.us/Vendors/Gilbarco#4

07-30	Grand Rapids Chair Company	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Grand%20Rapids%20Chair%20Company
08-16	Grand Slam Safety	Athletic Court and Field Containment Solutions	12/31/2021	Athletics	http://www.ncpa.us/Vendors/Grand%20Slam%20Safety#4
01-115	Granicus	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Granicus#5
11-38	Granicus (Host Compliance	Short Term Rental Compliance	8/31/2021	Office & School	http://www.ncpa.us/Vendors/Granicus#5
01-99	Granite	Telecommunication Services	7/31/2022	Technology	http://www.ncpa.us/Vendors/Granite#4
11-33	hand2mind	Instructional and Educational Resources	8/31/2021	Office & School	http://www.ncpa.us/Vendors/hand2mind#4
02-107	Harper Industries	Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Re	12/31/2023	Facilities	http://www.ncpa.us/Vendors/Harper%20Turf%20Equipment#4
07-31	Haskell Office	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Haskell%20Office#4
01-94	Hayes Software	Inventory Control Solutions	3/31/2022	Technology	http://www.ncpa.us/Vendors/Hayes%20Software%20Systems#4
02-89	HB Mechanical	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://ncpa.us/Vendors/HB%20Mechanical#4
02-77	HES Facilities	Facilities, Janitorial, Groundskeeping, Management Related Products and S	7/31/2023	Facilities	http://www.ncpa.us/Vendors/HES%20Facilities#4
02-63	Hi-Line	MRO Products and Services	11/30/2021	Facilities	http://www.ncpa.us/Vendors/Hi-Line#4
04-24	HITT Contracting	Job Order Contracting in Virginia	7/31/2021	Construction	http://www.ncpa.us/Vendors/HITT%20Contracting#5
04-16	HITT Contracting	Job Order Contracting	11/30/2021	Construction	http://www.ncpa.us/Vendors/HITT%20Contracting#5
05-48	HonkMobile	Integrated Parking Management System	12/31/2023	Transportation	http://www.ncpa.us/Vendors/HonkMobile#4
01-45	Howard Technologies	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/Howard%20Technologies#4
02-84	HTS	High Performance Building Consulting and Utility Management Solutions, S	8/31/2021	Facilities	http://ncpa.us/Vendors/HTS#4
02-70	IAP Government Services (	Owner Advocate/Representative for Capital Improvement Program Manag	7/31/2021	Facilities	http://www.ncpa.us/Vendors/IAP%20Government%20Services%20Gro
01-67	IBM	Enterprise Products and Services	11/30/2021	Technology	http://www.ncpa.us/Vendors/IBM#5
01-70	iBoss Security	Network Security	5/31/2022	Technology	http://www.ncpa.us/Vendors/Iboss#4
07-32	Indiana Furniture	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Indiana%20Furniture#4
07-57	Inscape	Moveable Wall Systems	3/31/2022	Furniture	http://www.ncpa.us/Vendors/Inscape#4
05-20	InterClean	Vehicle Wash Systems	5/31/2022	Transportation	http://www.ncpa.us/Vendors/InterClean%20Equipment#4
05-53	Interstate Outdoor Advert	Smart Parking Displays	12/31/2023	Transportation	http://www.ncpa.us/Vendors/Interstate%20Outdoor%20Advertising#5
01-69	Intrado	Safe Email and Storage Accounts	11/30/2021	Technology	http://www.ncpa.us/Vendors/Intrado#5
07-33	Invincible Furniture	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Invincible%20Furniture#4
05-36	IPS Group	Parking Meters	7/31/2022	Transportation	http://www.ncpa.us/Vendors/IPS%20Group#5
05-49	IPS Group	Integrated Parking Management System	12/31/2023	Transportation	http://www.ncpa.us/Vendors/IPS%20Group#5
02-68	Iron Age Designs	Decorative Metal Casting and Tree Grates	7/31/2022	Facilities	http://www.ncpa.us/Vendors/Iron%20Age%20Designs#4
11-41	Ivalua	Source to Pay E-commerce Solutions for Public Sector Organizations	7/31/2023	Office & School	http://www.ncpa.us/Vendors/Ivalua#4
11-20	JJ Kane	Auction Services	9/30/2021	Office & School	http://www.ncpa.us/Vendors/JJ%20Kane#4
02-55	Johnson Controls	HVAC Equipment, Installation, Service, & Related Products in Alabama	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Johnson%20Controls#5
02-90	Johnson Controls	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Johnson%20Controls#5
07-34	Jonti Craft	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Jonti%20Craft#4
01-116	JourneyEd	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/JourneyEd.com#4
07-35	Kimball Office	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Kimball%20Office#4
05-25	KM International	Road Way Maintenance Equipment and Supplies	12/31/2021	Transportation	http://www.ncpa.us/Vendors/KM%20International#4
12-12	Knightscope	Autonomous Security Systems and Services	7/31/2023	Security	http://www.ncpa.us/Vendors/Knightscope#4

11-59	KPMG	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/KPMG#4
11-34	Lakeshore Learning	Instructional and Educational Resources	8/31/2021	Office & School	http://ncpa.us/Vendors/Lakeshore%20Learning%20Materials#4
07-53	Landscape Forms	Furniture, Supplemental	9/30/2021	Furniture	http://www.ncpa.us/Vendors/Landscape%20Forms#4
10-03	Landscape Structures	Playground Equipment, Surfacing, Site Furnishings, and Related Products/S	5/31/2022	Playground	http://www.ncpa.us/Vendors/Landscape%20Structures#4
11-25	Laserfiche	Documents and Records Management	4/30/2022	Office & School	http://www.ncpa.us/Vendors/Laserfiche#4
01-78	Layer 3 Technologies	IT Security and Data Protection Solutions	4/30/2022	Technology	http://www.ncpa.us/Vendors/Layer%203%20Technologies#5
08-22	Legend Fitness	Athletic Supplies and Equipment	7/31/2022	Athletics	http://www.ncpa.us/Vendors/Legend%20Fitness#3
01-46	Lenovo	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/Lenovo#4
01-84	Lenovo Global Technology	Data Storage, Cloud, Converged and Data Protection	11/30/2021	Technology	http://www.ncpa.us/Vendors/Lenovo%20Global%20Technology#4
11-52	Level One	Municipal and Utility Billing Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Level%20One#4
11-40	Lifetouch	Photography and Yearbook Services	7/31/2023	Office & School	http://www.ncpa.us/Vendors/Lifetouch#4
11-60	Linea Solutions	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/Linea%20Solutions#4
07-58	Loftwall	Moveable Wall Systems	3/31/2022	Furniture	http://www.ncpa.us/Vendors/Loftwall#4
07-36	Lone Star Furnishings	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Lone%20Star%20Furnishings#4
01-93	Lyme Computer Systems	Digital Media Management & Mass Notification	3/31/2022	Technology	http://www.ncpa.us/Vendors/Lyme%20Computer%20Systems#4
05-37	MacKay Meters	Parking Meters	7/31/2022	Transportation	http://www.ncpa.us/Vendors/MacKay%20Meters#3
02-100	Madison Energy Partners	Indoor Air Quality Equipment, Devices and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/Madison%20Energy%20Partners#4
07-37	Magnuson Group	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Magnuson%20Group#5
08-23	Matrix Fitness	Athletic Supplies and Equipment	7/31/2022	Athletics	http://www.ncpa.us/Vendors/Matrix%20Fitness#3
07-39	Maxon	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Maxon#4
04-08	McCarthy Building Compa	Alternative Procurement Delivery Methods (APDM) for General Contractin	3/31/2022	Construction	http://www.ncpa.us/Vendors/McCarthy%20Building%20Companies#4
11-26	MCCI	Documents and Records Management	4/30/2022	Office & School	http://www.ncpa.us/Vendors/MCCi#4
09-08	McGriff	Risk/Insurance Management Services	7/31/2023	Medical	http://www.ncpa.us/Vendors/McGriff,%20Seibels%20and%20Williams
11-30	McKinsey	Strategic Management Consulting Services	4/30/2022	Office & School	http://www.ncpa.us/Vendors/McKinsey%20and%20Company#5
11-61	McKinsey	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/McKinsey%20and%20Company#5
09-06	Medical Wholesale	Pharmaceuticals and Medical Supplies	5/31/2022	Medical	http://www.ncpa.us/Vendors/Medical%20Wholesale#5
02-72	Midstate Energy	Electrical Equipment, Bulbs and Ballasts and Related Services- Supplementa	11/30/2021	Facilities	http://www.ncpa.us/Vendors/Midstate%20Energy#7
02-74	Midstate Energy	HVAC Equipment, Installation, Service, & Related Products - Supplemental	11/30/2021	Facilities	http://www.ncpa.us/Vendors/Midstate%20Energy#7
02-65	Midstate Energy	High Performance Building Consulting and Utility Management Solutions, S	3/31/2022	Facilities	http://www.ncpa.us/Vendors/Midstate%20Energy#7
02-61	Midwest Mechanical	Plumbing Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Midwest%20Mechanical#6
02-91	Midwest Mechanical	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Midwest%20Mechanical#6
07-38	MiEN Company	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/MiEN%20Company#4
01-47	MNJ Technologies	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/MNJ%20Technologies#4
05-38	Mobile Smart City	Parking Meters	7/31/2022	Transportation	http://www.ncpa.us/Vendors/Mobile%20Smart%20City#4
07-54	MooreCo	Furniture, Supplemental	9/30/2021	Furniture	http://www.ncpa.us/Vendors/MooreCo#4
02-62	MSC Industrial Supply Co.	MRO Products and Services	11/30/2021	Facilities	http://www.ncpa.us/Vendors/MSC%20Industrial%20Supply#4
05-43	Municipal Parking Services	Self-Enforcing Parking Meters	11/30/2022	Transportation	http://www.ncpa.us/Vendors/Municipal%20Parking%20Services#4
07-59	Muraflex	Moveable Wall Systems	3/31/2022	Furniture	http://www.ncpa.us/Vendors/Muraflex#4
11-35	Nasco	Instructional and Educational Resources	8/31/2021	Office & School	http://www.ncpa.us/Vendors/Nasco#4

02-51	National Elevator Inspectic	Elevator Inspection Services	5/31/2022	Facilities	http://www.ncpa.us/Vendors/National%20Elevator%20Inspection%20
01-60	NEC	Advanced Communications Solutions	8/31/2021	Technology	http://www.ncpa.us/Vendors/NEC#4
02-85	NeedThese	High Performance Building Consulting and Utility Management Solutions, S	8/31/2021	Facilities	http://ncpa.us/Vendors/NeedThese#4
01-72	NeweggBusiness	Network Security	5/31/2022	Technology	http://www.ncpa.us/Vendors/NeweggBusiness#4
05-31	Nobel Systems	Auto Impound Management	3/31/2022	Transportation	http://www.ncpa.us/Vendors/Nobel%20Systems#4
07-55	Nucraft	Furniture, Supplemental	9/30/2021	Furniture	http://www.ncpa.us/Vendors/Nucraft#4
05-42	O'Reilly	Automotive Parts	11/30/2022	Transportation	http://www.ncpa.us/Vendors/O'Reilly%20Auto%20Parts#4
01-117	Oakland Consulting Group	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Oakland%20Consulting%20Group#4
08-17	OES	Scoreboards and Electronic Signage, , Supplemental	4/30/2022	Athletics	http://www.ncpa.us/Vendors/OES%20Scoreboards#4
01-118	OnSolve	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/OnSolve#4
08-24	Palos Sports	Athletic Supplies and Equipment	7/31/2022	Athletics	http://www.ncpa.us/Vendors/Palos%20Sports#5
05-39	Parkeon	Parking Meters	7/31/2022	Transportation	http://www.ncpa.us/Vendors/Flowbird%20(Cale%20America%20and%
05-54	Parking Logix	Smart Parking Displays	12/31/2023	Transportation	http://www.ncpa.us/Vendors/Parking%20Logix#5
05-50	Parkmobile	Integrated Parking Management System	12/31/2023	Transportation	http://www.ncpa.us/Vendors/Parkmobile#4
05-30	Passport	Mobile Ticketing Solution for Transportation	8/31/2021	Transportation	http://www.ncpa.us/Vendors/Passport#6
05-28	Passport	Parking Products and Services	4/30/2022	Transportation	http://www.ncpa.us/Vendors/Passport#6
05-51	Passport	Integrated Parking Management System	12/31/2023	Transportation	http://www.ncpa.us/Vendors/Passport#6
05-52	PayByPhone	Integrated Parking Management System	12/31/2023	Transportation	http://www.ncpa.us/Vendors/NuPark#4
01-66	PayIt	Cloud-Based, SaaS Solution for Government Transaction Processing	11/30/2021	Technology	http://www.ncpa.us/Vendors/PayByPhone#4
01-122	PGi	Web Based Meeting, Webinar, Conference, and Tradeshow Programs	12/31/2023	Technology	http://www.ncpa.us/Vendors/PGi#4
10-02	Playtime	Custom Sculpted Play Equipment, Design Services, Theming and Related Pr	11/30/2021	Playground	http://www.ncpa.us/Vendors/Playtime#4
05-40	POM	Parking Meters	7/31/2022	Transportation	http://www.ncpa.us/Vendors/POM#4
01-119	Precision Task Group	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Precision%20Task%20Group#4
08-27	Premier Sports Lighting	Sports Lighting Products, Controls & Services	7/31/2023	Athletics	http://www.ncpa.us/Vendors/Premier%20Sports%20Lighting#4
02-67	Procedeo	Owner Advocate/Representative for Capital Improvement Program Manag	3/31/2022	Facilities	http://www.ncpa.us/Vendors/Procedeo#4
01-96	Promark	Advanced Technology Solutions Aggregator	7/31/2022	Technology	http://www.ncpa.us/Vendors/Promark#3
01-110	Promethean	Audio/Visual Products and Services	12/31/2023	Technology	http://www.ncpa.us/Vendors/Promethean#4
07-60	PS Furniture	Moveable Wall Systems	3/31/2022	Furniture	http://www.ncpa.us/Vendors/PS%20Furniture#4
01-85	Rackspace	Data Storage, Cloud, Converged and Data Protection	11/30/2021	Technology	http://www.ncpa.us/Vendors/Rackspace#4
11-36	Really Good Stuff	Instructional and Educational Resources	8/31/2021	Office & School	http://www.ncpa.us/Vendors/Really%20Good%20Stuff#4
05-24	Redflex	Traffic Control, Enforcement, & Signal Preemption Equipment	9/30/2021	Transportation	http://www.ncpa.us/Vendors/Redflex#4
02-69	Reliant Elevator Inspectior	Elevator Inspection Services	7/31/2021	Facilities	http://www.ncpa.us/Vendors/Reliant%20Elevator%20Inspections#3
11-39	Remi	Equipment Maintenance Management	3/31/2022	Office & School	http://www.ncpa.us/Vendors/The%20Remi%20Group#4
01-123	RingCentral	Web Based Meeting, Webinar, Conference, and Tradeshow Programs	12/31/2023	Technology	http://www.ncpa.us/Vendors/RingCentral#4
12-13	Robotic Assistance Devices	Autonomous Security Systems and Services	7/31/2023	Security	http://www.ncpa.us/Vendors/Robotic%20Assistance%20Devices#4
07-40	RT London	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/RT%20London#4
05-47	Rush Enterprises	Heavy Equipment, Diesel Truck, Bus Parts and Related Goods and Services	12/31/2023	Transportation	http://www.ncpa.us/Vendors/Rush%20Enterprises#4
02-96	S&S Paving and Constructi	Asphalt Products and Services, Installation and Related Materials	12/31/2021	Facilities	http://www.ncpa.us/Vendors/SS%20Paving%20and%20Construction#4
08-25	S&S Worldwide	Athletic Supplies and Equipment	7/31/2022	Athletics	http://www.ncpa.us/Vendors/S%20and%20S%20Worldwide#3

02-108	Scag Power Equipment	Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Re	12/31/2023	Facilities	http://www.ncpa.us/Vendors/Scag%20Power%20Equipment#4
01-73	SchoolMint (formerly Herc	Student Behavior Tracking System	9/30/2021	Technology	http://www.ncpa.us/Vendors/SchoolMint#4
12-16	SecureWatch24	Security Solutions Products and Services	12/31/2021	Security	http://www.ncpa.us/Vendors/SecureWatch%2024#4
01-79	Securly	IT Security and Data Protection Solutions	4/30/2022	Technology	http://www.ncpa.us/Vendors/Securly#4
07-41	Sedia Systems	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Sedia%20Systems#4
07-56	Series	Furniture, Supplemental	9/30/2021	Furniture	http://www.ncpa.us/Vendors/Series%20Seating#4
01-120	Sharecare	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/Sharecare#4
02-56	Sherwin Williams	Paint and Supplies	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Sherwin%20Williams#4
02-58	Sierra Container	Plastic Refuse / Recycling Collection Containers	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Sierra%20Container#4
07-42	Silver Street	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Silver%20Street#5
07-43	Sitmatic	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Sitmatic#4
07-44	Smith Systems	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Smith%20System#4
01-80	SmoothWall	Web Filtering and Internet Security Solutions	8/31/2021	Technology	http://www.ncpa.us/Vendors/Smoothwall#4
01-89	SoftwareONE	Software Products and Services	11/30/2021	Technology	http://www.ncpa.us/Vendors/SoftwareONE#4
07-45	Source International	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Source%20International#4
02-98	Southwest Elevator	Elevator Equipment, Service, Repair and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/Southwest%20Elevator#4
08-29	SportProsUSA	Athletic Court and Field Solutions	12/31/2023	Athletics	http://ncpa.us/Vendors/SportProsUSA#5
01-95	SteepSteel	Professional Consulting Services for Wireless Technologies	3/31/2022	Technology	http://www.ncpa.us/Vendors/SteepSteel#4
05-26	Stepp Manufacturing	Road Way Maintenance Equipment and Supplies	12/31/2021	Transportation	http://www.ncpa.us/Vendors/Stepp%20Manufacturing#4
02-97	Sunland Asphalt and Const	Asphalt Products and Services, Installation and Related Materials	12/31/2021	Facilities	http://www.ncpa.us/Vendors/Sunland%20Asphalt%20and%20Constru
02-101	Sunstate Mechanical Servi	Indoor Air Quality Equipment, Devices and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/Sunstate%20Mechanical%20Services#4
07-46	SurfaceWorks	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/SurfaceWorks#4
01-97	SYNNEX	Advanced Technology Solutions Aggregator	7/31/2022	Technology	http://www.ncpa.us/Vendors/SYNNEX#6
11-27	TCP (TimeClock Plus)	Integrated Cloud Payroll, Human Resource, Time & Labor Management, an	4/30/2022	Office & School	http://www.ncpa.us/Vendors/TCP%20(TimeClock%20Plus)#4
02-92	TDIndustries	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://ncpa.us/Vendors/TDIndustries#6
02-48	TDIndustries	Facilities Management Solutions and Related Services	11/30/2021	Facilities	http://ncpa.us/Vendors/TDIndustries#6
02-54	TDIndustries	Plumbing Equipment, Installation, Service, & Related Products	4/30/2022	Facilities	http://ncpa.us/Vendors/TDIndustries#6
01-121	TeamDynamix	Software and SaaS Solutions	12/31/2023	Technology	http://www.ncpa.us/Vendors/TeamDynamix#4
04-23	Tecta America	Job Order Contracting Services (AZ)	7/31/2021	Construction	http://www.ncpa.us/Vendors/Tecta%20America#6
04-19	Tecta America	Job Order Contracting	11/30/2021	Construction	http://www.ncpa.us/Vendors/Tecta%20America#6
02-75	Tecta America	Roofing Products and Services	11/30/2023	Facilities	http://www.ncpa.us/Vendors/Tecta%20America#6
08-32	Tencate Grass	Artificial Sport Surfaces, Installation and Related Materials	12/31/2021	Athletics	http://www.ncpa.us/Vendors/Tencate%20Grass#4
11-62	The Boston Consulting Gro	Business and IT Consulting and Advisory Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/The%20Boston%20Consulting%20Group
02-99	TK Elevator Corporation	Elevator Equipment, Service, Repair and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/ThyssenKrupp%20Elevator%20Americas
02-102	Top Product Innovations	Indoor Air Quality Equipment, Devices and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/Top%20Product%20Innovations#4
01-100	Transact	Campus ID Credential Transaction Solutions	11/30/2022	Technology	http://www.ncpa.us/Vendors/Transact#4
05-29	TransPar Group	Fleet Management and Leasing	8/31/2021	Transportation	http://www.ncpa.us/Vendors/TransPar%20Group#4
11-45	Trigyn Technologies	Staffing Services and Related Solutions	7/31/2023	Office & School	http://www.ncpa.us/Vendors/Trigyn%20Technologies#4
01-48	Troxell Communications	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/Troxell#4

11-51	TruePoint Solutions	Municipal and Utility Billing Services	12/31/2023	Office & School	http://www.ncpa.us/Vendors/TruePoint%20Solutions#4
02-71	TruLite	Electrical Equipment, Bulbs and Ballasts and Related Services- Supplementa	11/30/2021	Facilities	http://www.ncpa.us/Vendors/TruLite#4
01-104	Turnitin	Software Products, Services and Training	7/31/2023	Technology	http://ncpa.us/Vendors/Turnitin#4
05-32	TXI Systems	Auto Impound Management	3/31/2022	Transportation	http://www.ncpa.us/Vendors/TXI%20Systems#4
05-34	Tyler Technologies	Transportation Software	3/31/2022	Transportation	http://www.ncpa.us/Vendors/Tyler%20Technologies#4
02-80	UNX Industries	Laundry, and Ware Wash Chemicals, and Related Products, and Services	7/31/2023	Facilities	http://www.ncpa.us/Vendors/UNX%20Industries#4
02-81	USA-CLEAN	Reconditioned Janitorial Equipment, and Janitorial Equipment Parts	7/31/2023	Facilities	http://www.ncpa.us/Vendors/USA%20Clean#4
02-103	UVC Engineered Sanitatior	Indoor Air Quality Equipment, Devices and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/UVC%20Engineered%20Sanitation%20Ir
08-20	Vasco Sports Contractors	Athletic Surfacing & Asphalt Maintenance	8/31/2021	Athletics	http://www.ncpa.us/Vendors/Vasco%20Sports%20Contractors#4
01-106	vCloud Tech	Software Products, Services and Training	7/31/2023	Technology	http://www.ncpa.us/Vendors/vCloud%20Tech#4
07-47	Versteel	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Versteel#4
12-10	Vigilant Solutions	Security Solutions Products and Services Supplement	9/30/2021	Security	http://www.ncpa.us/Vendors/Vigilant%20Solutions#4
01-49	ViON	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/ViON#4
02-83	Voss Lighting	Electrical Equipment, Bulbs and Ballasts and Related Services	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Voss%20Lighting#4
12-17	Wahsega Labs	Security Solutions Products and Services	12/31/2021	Security	http://www.ncpa.us/Vendors/Wahsega%20Labs#4
02-93	Waibel Energy	HVAC Equipment, Installation, Service, & Related Products	8/31/2021	Facilities	http://www.ncpa.us/Vendors/Waibel%20Energy%20Systems#5
02-49	Waibel Energy Systems	Facilities Management Solutions and Related Services	11/30/2021	Facilities	http://www.ncpa.us/Vendors/Waibel%20Energy%20Systems#5
13-03	Wasserstrom	Foodservice Equipment, Smallwares, Parts, Design and Installation	12/31/2021	Food	http://www.ncpa.us/Vendors/Wasserstrom#4
02-105	WaterSignal	Water Metering, Monitoring, Devices and Related Services	12/31/2021	Facilities	http://www.ncpa.us/Vendors/WaterSignal#4
07-48	Watson	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Watson#4
02-27	Waxie	Comprehensive Operational and Janitorial Supplies Solutions	4/30/2022	Facilities	http://www.ncpa.us/Vendors/Waxie#4
11-37	Wayfair	Instructional and Educational Resources	8/31/2021	Office & School	http://www.ncpa.us/Vendors/Wayfair%20Professional#4
02-78	WFF Facility Services	Facilities, Janitorial, Groundskeeping, Management Related Products and S	7/31/2023	Facilities	http://www.ncpa.us/Vendors/WFF%20Facility%20Services#4
01-103	Workday	Cloud Administrative Solutions	11/30/2022	Technology	http://www.ncpa.us/Vendors/Workday#4
07-49	Worthington Contract	Furniture	10/31/2021	Furniture	http://www.ncpa.us/Vendors/Worthington%20Contract#4
02-28	Zep	Comprehensive Operational and Janitorial Supplies Solutions	4/30/2024	Facilities	http://www.ncpa.us/Vendors/Zep%20Sales%20and%20Service#4
01-50	Zones	Technology Solutions	10/31/2021	Technology	http://www.ncpa.us/Vendors/Zones#4

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement

Procurement Title: National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement

Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Purchasing/Finance Staff Name Yodel Catanach

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	**Approved Procurement Checklist (by Purchasing)**
☒	☐	**Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)**
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☒	☐	**NCPA Cooperative Master Agreement for Departments Citywide**
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☐	☒	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☐	☒	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☒	All documentation presented to Committees
☒	☐	**Other: NCPA current contracts**

Yodel Catanach, Purchasing, Contracts Supervisor 3/23/2021
Department Rep Printed Name (attesting that all information included) Title Date

Chief Procurement Officer

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

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

*

Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

SEE ATTACHED ADDENDUM

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Participating Agency

By_____
Authorized Signature

Alan Webber, Mayor
Title

_____
Date

Fran Dunaway
Contact Person

Chief Procurement Officer
Title of Contact

200 Lincoln Avenue
Street Address

Santa Fe, New Mexico 87501
City, State Zip

(505) 955-6432
Contact's Telephone Number

purchasing@santafenm.gov
Email Address

National Cooperative Purchasing Alliance

By Jonathan Applegate
Authorized Signature

Director, Operations
Title

3/22/2021
Date

Jonathan Applegate
Contact Person

832-477-3475
Telephone Number

japplegate@ncpa.us
Email Address

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:_____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 22, 2021 13:39 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

ADDENDUM BETWEEN NCPA AND CITY OF SANTA FE

Appropriations.
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the NCPA. The City's decision as to whether sufficient appropriations are available shall be accepted by the NCPA and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the NCPA 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.

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.

Signature: YODEL M Catanach
YODEL M Catanach (Mar 23, 2021 13:27 MDT)

Email: yocatanach@santafenm.gov

Signature:

Email: mtmccoy@santafenm.gov

Signature:

Email: mtmccoy@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: 03/30/2021

TO: City Council

VIA: Jesse Roach, Water Division Director

Shannon Jones

Shannon Jones, Public Utilities Director

FROM: Alan H. Hook

Alan Hook, Water Resources Coordinator Assistant

SUBJECT: Amendment No. 1 to Contract 20-0231, U.S. Department of the Interior Geological Survey Joint Funding Agreement 20RBCOLL0000002 Terms of Agreement

Background/Summary:

Contract 20-0231, agreed upon by the City of Santa Fe (City) and the U.S. Department of the Interior Geological Survey (USDOI-USGS) with the primary objective of the Joint Funding Agreement (JFA) 20RBCOLL0000002 to investigate post-fire debris flows in the Santa Fe Municipal Watershed with the following three deliverables: Fire and debris flow modeling; Maps, data tables and a final report on probabilities of debris flow modeling and integration into the City of Santa Fe's Hazard Mitigation Plan & Emergency Action Plans for McClure and Nichols Reservoirs.

Unfortunately, due to Covid-19 protocols for USGS Field Office staff implementation of this project needed to be delayed. Now, USGS staff is able to mobilize with an amendment of the JFA Commencement/Expiration date to March 1, 2021 to June 30, 2022. The existing agreement has a Purchase Order #22101219.

Issue and Action:

Staff requests that the governing body review and approve Amendment No. 1 to contract 20-0231 to amend the JFA Commencement/Expiration date to March 1, 2021 to June 30, 2022. The JFA for $45,325.13, excluding GRT, was budgeted via Water Division Organizational #505381 and Object #510300, MUNIS Contract 33201804 through FY2022. This JFA is established in protocols developed by USGS in Agreements for Cooperative Work with States, Counties, Municipalities, and other Governmental Subdivisions, Form 9-1366 and is consistent with all JFAs that USGS has executed in New Mexico.

City of Santa Fe, New Mexico

memo

Attachments: (3)
Amendment No. 1 to JFA Commencement and Expiration Dates
Contract Item # 20-0231: Joint Funding Agreement with Summary of Contracts with Project Proposal
Letter of Support from Western Governors Association

CC: Maya Martinez, Public Utilities Fiscal Administrator
Marcos Martinez, Senior Assistant City Attorney

Form 9-1366
(May 2018)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

Customer #: 2000001474
Agreement#: 20RBCOLL0000002
Project #: RB00CMY
TIN #: 85-6000168
Fixed Cost Agreement: Yes

FOR

Debris flow investigations

THIS AGREEMENT is entered into as of the, day of , by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Santa Fe, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to model post-fire debris flows in the Santa Fe Municipal Watershed with the following three program elements: 1) Fire and debris flow modeling - fire behavior modeling, including a range of potential wildfire severity scenarios; debris flow models; using more-accurate, local fire weather, soils data, and updated rainfall probability data; and model the effects of existing and potential future fire and vegetation management on post-fire debris flows, 2) Products and reporting – create maps and data tables of debris flow probabilities for all sub-basins in the Santa Fe Municipal Watershed, sediment volumes, and a final report; and 3) continue to work with City of Santa Fe personnel to determine the management implications of the results that can be incorporated into the City of Santa Fe's Emergency Action Plan for McClure or Nichols Reservoirs, inform a post-fire flooding mitigation document and a hazard mitigation or emergency warning system (see attached full proposal for details); herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00 .

(a) by the party of the first part during the period

Amount	Date	to	Date
$0.00	03/1/2021		06/30/2022

(b) by the party of the second part during the period

Amount	Date	to	Date
$45,325.13	03/1/2021		06/30/2022

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC ,CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Apr 6, 2021 09:51 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201804**

Contractor: **USDI USGS**

Description: **Joint Funding Agreement for 20RBCOLL0000002**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **4/1/20** Term End Date: **3/23/20**

☐ Approved by Council Date: **12/31/21**

Contract / Lease: JFA

Amendment # **1** to the Original Contract / Lease # **20-0231**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **Change Term 3/1/21 to 6/30/22**

☑ Approved by Council Date: **Pending**

Amendment is for: Term change

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract #20-0231 $45,325.13

3. **Procurement History: Federal Government Agreement**

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source: Water Division** **Org / Object: 5050381.510310**

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:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: United States Geological Survey (USGS)

Procurement Title: Joint Funding Agreement (JFA) 20RBCOLL0000002

Other Methods: *State Price Agreement* ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☐ *Other* **X** *Agreement for Cooperative Work with States, Counties, Municipalities, Form 9-1366.*

Department Requesting/Staff Member Alan G. Hook

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	
X	☐	Approved Procurement Checklist (by Purchasing)
X	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
X	☐	Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	Other: _____

Alan G. Hook, Water Resources Coordinator Assistant
Department Rep Printed Name and Title

Alan G. Hook
Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

*

1

ITEM # 20-0231

Form 9-1366
(May 2018)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

Customer #: 2000001474
Agreement#: 20RBCOLL0000002
Project #: RB00CMY
TIN #: 85-6000168
Fixed Cost Agreement: Yes

FOR

Debris flow investigations

THIS AGREEMENT is entered into as of the, day of , by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Santa Fe, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to model post-fire debris flows in the Santa Fe Municipal Watershed with the following three program elements: 1) Fire and debris flow modeling - fire behavior modeling, including a range of potential wildfire severity scenarios; debris flow models; using more-accurate, local fire weather, soils data, and updated rainfall probability data; and model the effects of existing and potential future fire and vegetation management on post-fire debris flows, 2) Products and reporting – create maps and data tables of debris flow probabilities for all sub-basins in the Santa Fe Municipal Watershed, sediment volumes, and a final report; and 3) continue to work with City of Santa Fe personnel to determine the management implications of the results that can be incorporated into the City of Santa Fe's Emergency Action Plan for McClure or Nichols Reservoirs, inform a post-fire flooding mitigation document and a hazard mitigation or emergency warning system (see attached full proposal for details); herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00

(a) by the party of the first part during the period

Amount	Date	to	Date
$0.00	04/1/2020		12/31/2021

(b) by the party of the second part during the period

Amount	Date	to	Date
$45,325.13	04/1/2020		12/31/2021

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: Agreement #:

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

9. Billing for this agreement will be rendered.
Quarterly
Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

U.S. Geological Survey United States Department of the Interior		City of Santa Fe	
USGS Point of Contact		**Customer Point of Contact**	
Name:	Kendra Terrell	Name:	Alan G. Hook
Address:	FORT Collins Science Center, 2150 Centre Ave., Bldg C, Fort Collins, CO 80526	Address:	801. W. San Mateo Rd. Santa Fe, NM 87501
Telephone:	(970) 226-9217	Telephone:	(505) 955-4205
Email:	kterrell@usgs.gov	Email:	aghook@santafenm.gov

Signatures and Date

Signature:	Kendra Terrell Digitally signed by Kendra Terrell Date: 2020.06.03 09:18:39 -06'00'	Signature:	Alan G. Hook
Date:		Date:	6-05-2020
Name:	Kendra Terrell	Name:	ALAN G. HOOK
Title:	Finance Specialist	Title:	WATER RESOURCES COORDINATOR ASST.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/28/2020

CONTRACTOR:
U.S. Department of the Interior

SHARON TAYLOR Digitally signed by SHARON TAYLOR Date: 2020.06.04 10:29:22 -06'00'

NAME & TITLE Sharon K. Taylor, DVM, PhD
Center Director

DATE:

CRS #
Business Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 5/13/20

APPROVED AS TO FORM:

3/14/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510300
Business Unit Line Item

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 USDI/USGS

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $45,325.13

Termination Date: December 31, 2021

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Joint Funding Agreement for 20RBCOLL0000002

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 45,325.13 of original Contract# Pending Termination Date: 12/31/2021

Reason: joint funding agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $45,325.13

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Governmental Agreement

6 **Procurement History:** 2 years Joint Powers Agreement
example: (First year of 4 year contract)

Fran Dunaway CPO 3/25/25
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** _____ 505 **BU/Line Item:** 5050381.510310

_____
Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

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

Phone # #

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

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

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

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

2 Name of Contractor USDI/USGS

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $45,325.13

Termination Date: December 31, 2021

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Joint Funding Agreement for 20RBCOLL0000002

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 45,325.13 of original Contract# Pending Termination Date: 12/31/2021

Reason: joint funding agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $45,325.13

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Governmental Agreement

6 **Procurement History:** 2 years
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** 505 **BU/Line Item:** 5050381.510310

Andy Hopkins Digitally signed by Andy Hopkins Date: 2020.03.25 10:22:16 -06'00'
Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

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

Phone # # _____

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

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:

PS002036 rcvd 3/16/20

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: United States Geological Survey (USGS)

Procurement Title: Joint Funding Agreement (JFA) 20RBCOLL0000002

Other Methods: *State Price Agreement* ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☐ *Other* X *Agreement for Cooperative Work with States, Counties, Municipalities, Form 9-1366.*

Department Requesting/Staff Member Alan G. Hook

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
X	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☐	State Price Agreement
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
X	☐	Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	Other:

Alan G. Hook, Water Resources Coordinator Assistant
Department Rep Printed Name and Title

Alan G. Hook
Department Rep Signature attesting that all information included

Fran Dunaway 3/25/2020
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☐	State Price Agreement
☐	☐	Cooperative Agreement
☐	☐	Sole source Request and Determination Form
☐	☐	Contractors Exempt Letter

☐	☐	Purchasing Officers approval of exempt procurement
☐	☐	Copies of all Sole Source submittals
X	☐	Other: Joint Funding Agreement #20RBCOLL0000002

AWARD*

YES	N/A	
☐	☐	Fully executed Memo to Committees from the Department with recommendation of award
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☐	☐	Copy of Executed Contract
☐	☐	Copy of all documentation presented to the Committees
☐	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

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

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

Alan G. Hook, Water Resources Coordinator Assistant
Department Rep Printed Name and Title

Alan G. Hook
Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Public Utilities	Department Name:	PUD
Division Name:	Water Division	Division Name:	Water

Financial Information

Amount Requested:	$46325.13	Munis Fund Number:	505
Vendor Name:	USGS/USDOI	Munis Org Number:	5050381
Approved by Director?	Yes	Munis Object Code:	510300

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.

The purchase of services is for emergency management planning for post-fire impacts to the City of Santa Fe's municipal watershed and subsequently the municipal reservoirs and water supply. This is the lowest cost option, because a Joint Funding Agreement with the U.S. Geological Survey within the Dept. of Interior provides the greatest value added expertise per dollar for this type of post-wildfire emergency management planning. Furthermore, the USGS has place-based, scientific research found only here within the Santa Fe National Forest and specific to the Santa Fe River Watershed.

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 City service supports and provides relevant data & information on the threat of wildfire to the City of Santa Fe Hazard Mitigation Plan update, which must be approved by the Federal Emergency Management Agency. Furthermore, this City service will provide an addendum to McClure and Nichols Reservoirs Emergency Action Plans, which are legal requirements under the Office of the State Engineer's Dam Safety Bureau (OSE-DSB). This City service provides support for compliance with the Santa Fe Municipal Watershed Plan, under Resolution 2000-87, and support for compliance with the Santa Fe Sustainability Plan for protection of the Greater Santa

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, the City services provided by the scientific experts within the USGS field office and the USGS water science office are specific to wildfire and the post-wildfire effects of flooding and debris flows that cannot be provided within the Water Division or the Santa Fe Fire Department. These scientists have years of experience and knowledge within the Santa Fe National Forest and New Mexico that provides the value added expertise to provide the emergency management planning required to meet Federal, State and City standards.

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, there would be safety and economic implications if this expenditure was not approved. Not providing the needed emergency management planning for post-wildfire impacts to the City's Hazard Mitigation Plan and the McClure and Nichols Reservoirs Emergency Action Plans would create a safety risk to residents and businesses downstream of our municipal reservoirs. Furthermore, with this City Service, the City can pursue NMED, Source Water Protection funding that can provide an economic stimulus for our Source Water Protection Plan and Emergency Management planning. Also, with this City service, in case of a wildfire emergency

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?

There are no alternative funding sources for this specific, scientific expertise and emergency management planning. This does not duplicate efforts being provided by other governmental entities, like NM Environment Dept. or State Forestry. There are no for profit or non-profit entities providing this service at this lowest cost.

	Alexis Lotaro	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: Fran Gunaway, CPO (Oct 25, 2020)

Email: fadunaway@santafenm.gov

Signature: Mary McCoy

Email: mtmccoy@santafenm.gov

Project funding and costs

April 1, 2019 – December 31, 2021

Total funding

$45,325.13

City of Santa Fe

$45,325.13

Funding Breakdown by Program Element

Program elements

1. Debris flow and fire modeling

Description	City of Santa Fe funding
Debris flow modeling, fire modeling, and ensemble of fire and weather scenarios for the Santa Fe Watershed	$ 27,449.08

2. Products and reporting

Description	City of Santa Fe funding
Production of maps, data tables, and final report	$ 8,913.03

3. Management implications and City Hazard Planning

Description	City of Santa Fe funding
Collaboration with City officials to determine management implications and integration of results into City Hazard Planning	$ 8,913.03

1/17/2019

Post-fire debris flow modeling in the Santa Fe Municipal Watershed

Manuel Lopez and Ellis Margolis – USGS New Mexico Landscapes Field Station, Santa Fe, NM
Anne Tillery – USGS New Mexico Water Science Center, Albuquerque, NM

Executive Summary

Forest fires are increasing in size, severity, and occurrence due to increasingly warmer drought combined with overstocked forests from a century of fire suppression. Not only do fires directly threaten communities, but post-fire flooding and debris flows (a fluid mixture of water, soil, rocks, and logs) pose significant post-fire threats to watersheds, life and property. High- and moderate-severity forest fires increase the likelihood of debris-flows by removing forest canopies that otherwise would intercept precipitation, by generating ash, and forming water-repellent soils that decrease infiltration and increase runoff and erosion. Probabilities of debris-flow occurrence and volume can be estimated using empirical models for different rain and fire scenarios. **Preliminary modeling of post-fire debris flows in the Santa Fe Watershed indicate the potential for damaging and dangerous debris flows after just a moderate-severity fire followed by a relatively common rain event for the region.** A small event would produce enough sediment to block emergency water-release valves, whereas a large event could fill a large portion of the reservoir and increase the risk of downstream flooding and dam failure. Observations from nearby drainages in New Mexico (e.g., Nambe, Frijoles, and Santa Clara) and around the West (e.g., California) suggest that high-severity fires followed by potentially life-threatening debris flows are more likely in forested areas and therefore the risk of post-fire debris flows should be considered in hazard planning.

This study will address two fundamental questions in post-fire debris-flow hazard assessment: where might post-fire debris flows occur and how big might they be? We propose to generate a series of geographic information system produced maps and accompanying data that estimate the probability and volume of post-fire debris flows for the upper Santa Fe Municipal Watershed (SFMW) given a 1, 10, 20, and 50-year, 30-minute rainfall events following low to moderate to high severity wildfire. We hypothesize debris-flow potential would correlate with increasing fire severity and rainfall precipitation given slopes greater that 30%. Burn severity will be simulated with low fuel moistures and windy conditions common to the region in the early summer that would likely result in moderate to high severity fire in the untreated portions of the watershed. We anticipate sub-basins with prior forest treatments will yield the lowest burn severities as well as the lowest debris-flow probabilities and estimated sediment volumes for each model storm. Results and implications from this work can help inform city planners and forest managers, and give them an opportunity to prepare and mitigate potential negative effects associated with wildland fire and subsequent debris flows.

We propose to improve our initial models of post-fire debris flows in the Santa Fe Municipal Watershed in three ways: 1) improved and more realistic fire behavior modeling, including a range of potential wildfire severity scenarios, 2) improved debris flow models, and 3) using more accurate, local fire weather, soils data, and updated rainfall probability data. Products would include debris flow sediment volume and debris flow probability for all sub-basins. Additionally, we propose to model the effects of existing and potential future fire and vegetation management on post wildfire debris flows.

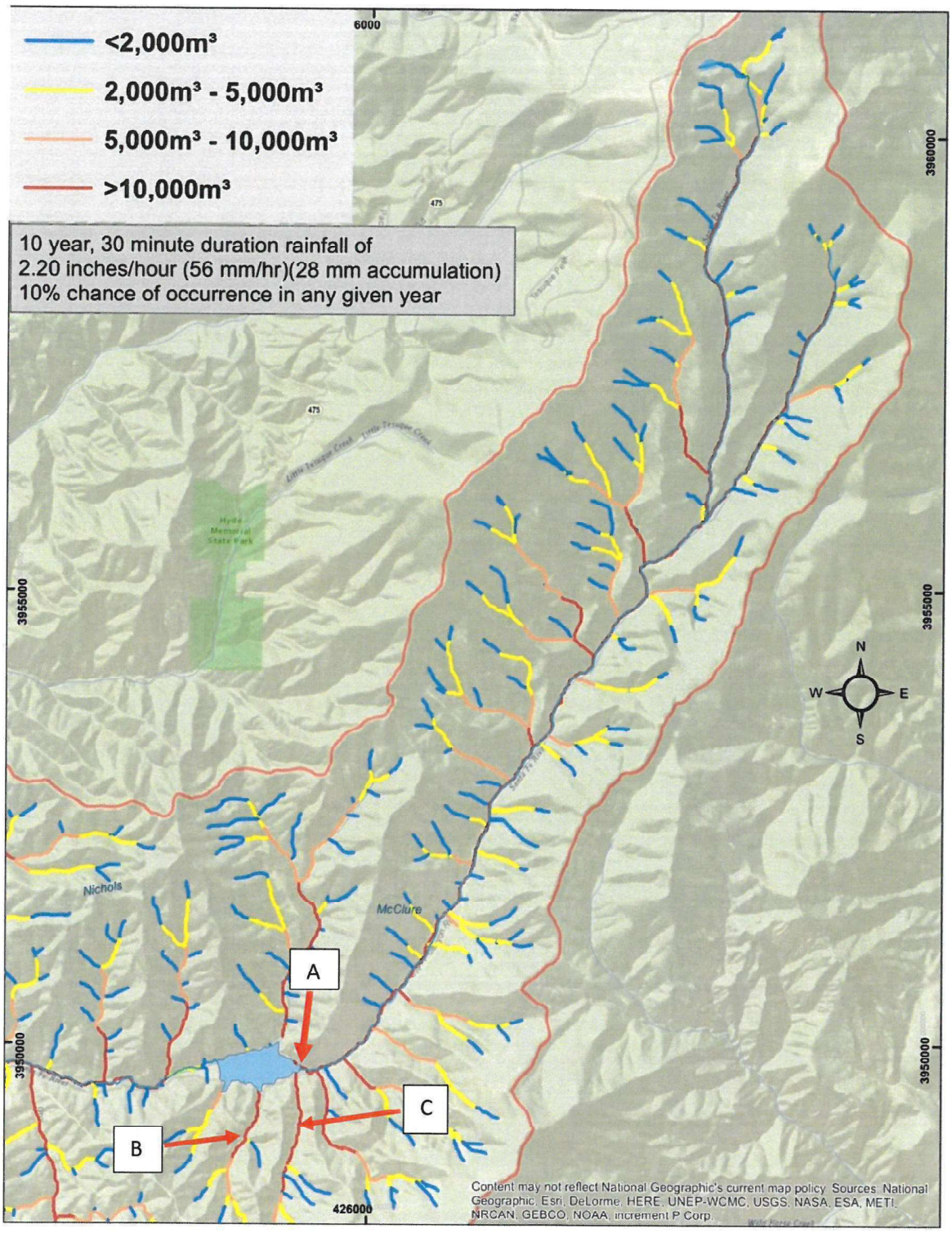

Figure 1. Modeled post-fire debris flow volumes in the Santa Fe Watershed for individual stream reaches and sub-basins (colored lines) and three input points into McClure Reservoir (A – C). Debris flow estimates are based on a ***10-year storm*** *(2.2 inches/hour) and a* ***moderate-severity fire****. Point A is the main stream channel (Santa Fe River above McClure), and B and C represent two rugged sub-basins south of McClure Reservoir deemed "untreatable". Estimate debris volumes are: A- 1,580,194m³; B and C combined - 31,125m³. Both of these debris flow volumes would cover the emergency valve in McClure and just the input from the Santa Fe River would fill 40% of McClure reservoir with debris.*

Methods

Two empirical models will be used to estimate probability, volume, and combined relative hazard. Research by Cannon and others (2010) and Verdin and others (2012) have analyzed numerous post wildfire basin locations in the intermountain western United States. They have created different empirical models derived from the statistical evaluation of numerous burned basins and used it to create probability of debris flows and estimation of debris-flow volume in a given drainage basin influenced by fire. The models were designed to be utilized in a geographic information system (GIS) by managers prior to or after a wildfire event.

PROBABILITY MODEL

The regression equation for debris-flow probability is:

$$P = \quad /(1 + \quad)$$

Where: P is the probability of debris-flow occurrence in fractional form;

And x = –0.7 + 0.03(%SG30) – 1.6(R) + 0.06(%AB) + 0.07(I) + 0.2(%C) – 0.4(LL);

- Where: %SG30 is the percentage of the drainage-basin area with slope equal to or greater than 30% (using 10-m digital elevation models) (Gesch et al. 2002);
- R is drainage-basin ruggedness: the change in drainage-basin elevation (meters) divided by the square root of the drainage-basin area (square meters) (Melton 1965);
- %AB is the percentage of drainage-basin area burned at moderate to high severity
- I is average storm intensity (calculated by dividing total storm rainfall by the storm duration, in millimeters per hour) (Bonnin et al. 2006)
- %C is clay content of the soil (percent) (State Soil Geographic dataset [STATSGO]); Schwartz and Alexander 1995); and
- LL is the liquid limit of the soil (percentage of soil moisture by weight)

Probabilities predicted by the equation potentially ranged from 0 (least likely) to 100 percent (most likely). The predicted probabilities are assigned to 1 of 5 equal (20 percent) interval classes for cartographic display.

VOLUME MODEL

The debris-flow volume estimates for both the basin outlet and along the drainage network are predicted using multiple linear regression models for region-specific databases. These are used to estimate the volume (m3) of eroded material emanating from drainage outlets along the stream network during a certain rainfall intensity. The volumetric outputs of the equation have four classes in order of
magnitude with ranges of 0-2,000 m3; 2,000-5,000 m3; 5,000-10,000 m3; and greater than 10,000 m3. This classification is displayed with a color scheme per stream segment. Cannon and others (2010) developed an empirical model for the estimation of debris-flow volume following a wildfire and a given storm event. The equation is:

$$\ln(V) = 7.2 + 0.6(\ln SG30) + 0.7(AB)0.5 + 0.2(T)0.5 + 0.3$$

- Where: V is the debris-flow volume, including water, sediment, and debris (cubic meters);
- SG30 is the area of a drainage basin with slopes equal to or greater than 30 percent (square kilometers);
- AB is the drainage-basin area burned at moderate to high severity (square kilometers);

- T is the total storm rainfall (millimeters);
- and 0.3 is a bias-correction factor that changes the predicted estimate from a median to a mean value.

COMBINED HAZARD

After segment debris-flow probability and potential volume are calculated, identification of debris-flow probability and volume at the sub-basin level is generated. Using the field calculator in ArcGIS, the above equations are used to create a debris-flow hazard index per sub-basin (Table 1).

	Probability					
Volume	Rank	1	2	3	4	5
	1	2	3	4	5	6
	2	3	4	5	6	7
	3	4	5	6	7	8
	4	5	6	7	8	9

Table 1. Hazard ranking system

The most hazardous basins include a combination of high debris-flow probability of occurrence and large potential volume of eroded material. Basins with a lower hazard index will contain an offset of the two factors, either lower probabilities with high potential volumes, or high probabilities with low potential volumes. The least hazardous basins will include those that contain both low probabilities and low potential volumes. Cannon and others (2010) outlined the methods necessary for hazard calculation. For each debris-flow probability class, a ranking was assigned from 1 to 5 in ascending order, and an ascending rank of 1 to 4 for the volumetric classes. When ranks from both classes were added together the sub-basins displayed their relative hazard ranking in a cartographic map (in ascending order, with 9 representing the most hazardous).

Fire Behavior Modeling

To execute the debris-flow model in an area which has not recently experienced fire we need to estimate or model the burn severity. Keeley (2009) defines burn severity as a measure of changes in vegetation cover from pre-wildfire to post-wildfire. This is represented as a percentage of area burned at varying severities in the basin for both debris-flow probability and volume estimation. In regard to forest canopy, a moderate severity burn will scorch only a portion of the tree canopy, but not consume all of its needles. A high severity fire will completely burn and kill over story tree canopy as well as consume most if not all surface litter (Keeley 2009).

A burn severity raster will be computed using Finney's (2006) fire mapping and analysis program FlamMap. FlamMap is a fire mapping and analysis program that describes potential fire behavior based upon environmental conditions such as weather and fuel moisture. Data is extracted from LANDFIRE (Ryan and Opperman 2013), a planning project that allows forest managers in multiple agencies to have

current geospatial data on fuels and terrain. FlamMap imports LANDFIRE data such as slope, aspect, and elevation, and fuels layers such as canopy cover, stand height, canopy base height, canopy bulk density, and fuel-loading (Ryan and Opperman 2013). LANDFIRE fuels data and the FlamMap crown-fire outputs arrive in 30m spatial resolution and have to be resampled to 10m using the nearest neighbor technique (Tillery *et al.* 2014). After a burn severity run is completed (using weather and fuels data) the resulting raster is exported as a .tif file to ArcMap, and a classification scheme created to decipher moderate to high severity (low=0, m-h=1). The burn severity raster will take into account nearby watersheds which have previously burned (e.g. Pacheco Canyon) and their dNBR values in order to model a similar result. This will improve burn severity accuracy with account to similar vegetation.

Statement of Work

We propose to improve upon the preliminary debris flow research conducted by Lopez (2017) within the Santa Fe Municipal Watershed by performing the following:

1. Improved fire modeling

- Updated fuels layers that include recent treatments
- Better fire behavior and fire severity estimates – model runs will be validated and updated using recent nearby fires – e.g., Pacheco or Las Conchas)

2. Improve debris flow modeling

- Modification and improvement of sub-basin delineation per new methods (Staley et al. 2018)
- Better soils data, if available

3. Ensemble of climate (fire & rain) scenarios to provide a range of possible outcomes

- Weather parameters: use the revised, NM-specific probable maximum precipitation data (NWS and NM State Engineer) to pull the 1, 10, 20, and 50-year rain events to model the post-fire flooding.
- Run 3X3 scenarios (permutations), based on low, mod, and high-severity fire (3 scenarios) combined with low, mod, and high return interval rain events (3 scenarios), for a total of 9 scenarios.

    1. High-severity fire + small, med, and large rain event
    2. Moderate-severity fire + small, med, and large rain event
    3. Low-severity fire + small, med, and large rain event

4. Provide data to:

- Address how post-fire debris flow and flooding estimates would be incorporated into the City's Emergency Action Plan (working with David Silver) and inform a post-fire flooding mitigation document.
- Discuss ways of integrating data into hazard mitigation or warning system with City officials.

5. Products:

- Maps:
  - Debris flow probabilities
  - Estimated debris flow volumes per stream segment and per sub basin (e.g., Figure 1)
  - Hazard assessments for specific sub-basins
  - Identify locations with highest estimated debris flow volumes.

- Tables of debris flow volumes for different scenarios
- Discussion and collaboration with the City on what products would help benefit them and hazard mitigation

Budget

Requesting salary for M. Lopez (4.25 months)
Requesting salary for A. Tillery (0.5 months)
Contributing salary for E. Margolis (1 month)

Work	Months	Cost
Improve debris flow modeling	0.75	$ 3,340.50
Improve Fire Modeling	0.75	$ 3,340.50
Ensemble of climate (fire & rain) scenarios	0.75	$ 3,340.50
Products	1	$ 4,454.00
Writing and Integration with City Hazard Plan	1	$ 4,454.00
Research design, review, supervision, and editing	0.5	$ 10,211.00
Total direct cost		$ 29,140.50
Indirect cost - USGS FORT overhead – non DOI	0.55540	$ 16,184.63
Total cost		$ 45,325.13

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City of Santa Fe, New Mexico

memo

Date: March 13, 2020

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Director
Jesse Roach, Water Division Director

From: Alan G Hook, Water Resources Coordinator Assistant AGH

RE: Joint Funding Agreement (JFA) 20RBCOLL0000002 with the U.S. Geological Survey (USGS), United States Department of Interior (DOI) for $45,325.13 (excluding GRT) to model and investigate post-fire debris flows in the Santa Fe Municipal Watershed.

Background: Forest fires are increasing in size, severity, and occurrence due to increasingly warmer drought combined with overstocked forests. Not only do wildfires directly threaten communities, but post-fire flooding and debris flows (a fluid mixture of water, soil, rocks, and logs) pose significant post-fire threats to watersheds, life and property. With the recent downgrade in the City of Santa Fe's municipal reservoirs safety rating from satisfactory to poor, the urgent need to understand the threat and severity of wildfire upstream and adjacent to the municipal reservoirs, but also the probabilities of debris-flow occurrence and volume that can be estimated using empirical models for different rain and fire scenarios. **Preliminary modeling of post-fire debris flows in the Santa Fe Municipal Watershed indicate the potential for damaging and dangerous debris flows after just a moderate-severity fire followed by a relatively common rain event for the region** (see Attachment 3).

Item: The primary objective of the JFA is to model post-fire debris flows in the Santa Fe Municipal Watershed with the following three program elements:
1) Fire and debris flow modeling - fire behavior modeling, including a range of potential wildfire severity scenarios; debris flow models; using more-accurate, local fire weather, soils data, and updated rainfall probability data; and model the effects of existing and potential future fire and vegetation management on post-fire debris flows, 2) Products and reporting – create maps and data tables of debris flow probabilities for all sub-basins in the Santa Fe Municipal Watershed, sediment volumes, and a final report; and 3) continue to work with City of Santa Fe personnel to determine the management implications of the results that can be incorporated into the City of Santa Fe's Emergency Ac□on Plan for McClure or Nichols Reservoirs, inform a post-fire flooding mitigation document and a hazard mitigation or emergency warning system

Requested Action: Staff is seeking approval of the JFA for $45,325.13, excluding GRT, which was budgeted in FY2020 via Water Division Organizational #505381 and Object #510300, MUNIS Contract 33201804. The term of the JFA is from April 1, 2020 through December 31, 2021 (City of Santa Fe FY2020-22). This JFA is established in protocols developed by USGS in Agreements for Cooperative Work with States, Counties, Municipalities, and other Governmental Subdivisions, Form 9-1366 and is consistent with all JFAs that USGS has executed in New Mexico.

CC: Maya Martinez, Public Utilities Fiscal Administrator

1/17/2019

Post-fire debris flow modeling in the Santa Fe Municipal Watershed

Manuel Lopez and Ellis Margolis – USGS New Mexico Landscapes Field Station, Santa Fe, NM
Anne Tillery – USGS New Mexico Water Science Center, Albuquerque, NM

Executive Summary

Forest fires are increasing in size, severity, and occurrence due to increasingly warmer drought combined with overstocked forests from a century of fire suppression. Not only do fires directly threaten communities, but post-fire flooding and debris flows (a fluid mixture of water, soil, rocks, and logs) pose significant post-fire threats to watersheds, life and property. High- and moderate-severity forest fires increase the likelihood of debris-flows by removing forest canopies that otherwise would intercept precipitation, by generating ash, and forming water-repellent soils that decrease infiltration and increase runoff and erosion. Probabilities of debris-flow occurrence and volume can be estimated using empirical models for different rain and fire scenarios. **Preliminary modeling of post-fire debris flows in the Santa Fe Watershed indicate the potential for damaging and dangerous debris flows after just a moderate-severity fire followed by a relatively common rain event for the region.** A small event would produce enough sediment to block emergency water-release valves, whereas a large event could fill a large portion of the reservoir and increase the risk of downstream flooding and dam failure. Observations from nearby drainages in New Mexico (e.g., Nambe, Frijoles, and Santa Clara) and around the West (e.g., California) suggest that high-severity fires followed by potentially life-threatening debris flows are more likely in forested areas and therefore the risk of post-fire debris flows should be considered in hazard planning.

This study will address two fundamental questions in post-fire debris-flow hazard assessment: where might post-fire debris flows occur and how big might they be? We propose to generate a series of geographic information system produced maps and accompanying data that estimate the probability and volume of post-fire debris flows for the upper Santa Fe Municipal Watershed (SFMW) given a 1, 10, 20, and 50-year, 30-minute rainfall events following low to moderate to high severity wildfire. We hypothesize debris-flow potential would correlate with increasing fire severity and rainfall precipitation given slopes greater that 30%. Burn severity will be simulated with low fuel moistures and windy conditions common to the region in the early summer that would likely result in moderate to high severity fire in the untreated portions of the watershed. We anticipate sub-basins with prior forest treatments will yield the lowest burn severities as well as the lowest debris-flow probabilities and estimated sediment volumes for each model storm. Results and implications from this work can help inform city planners and forest managers, and give them an opportunity to prepare and mitigate potential negative effects associated with wildland fire and subsequent debris flows.

We propose to improve our initial models of post-fire debris flows in the Santa Fe Municipal Watershed in three ways: 1) improved and more realistic fire behavior modeling, including a range of potential wildfire severity scenarios, 2) improved debris flow models, and 3) using more accurate, local fire weather, soils data, and updated rainfall probability data. Products would include debris flow sediment volume and debris flow probability for all sub-basins. Additionally, we propose to model the effects of existing and potential future fire and vegetation management on post wildfire debris flows.

City of Santa Fe, New Mexico

memo

Date: April 7, 2021

To: Mayor Webber and Members of the City Council

From: Alexandra Ladd, Director, Office of Affordable Housing AGL

Re: Request to Publish for the 2021-22 CDBG Annual Action Plan

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ACTION REQUESTED

Approve publication of the attached bilingual Notice of Public Hearing for the May 12, 2021 City Council meeting.

BACKGROUND

CDBG is the Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides an annual allocation of funds to local governments for a wide-range of eligible housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money based on a formula that takes into consideration the community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

ITEM AND ISSUE

The CDBG Public Participation Plan, as approved by HUD, requires that Santa Fe residents be given adequate time to review the City's use of CDBG funds. The City complies with the HUD-mandated public comment period by making the Plan available for public review and soliciting comment. This public review period for the 2021-2022 Action Plan will be from April 12 – May 12. Due to the restrictions of the global pandemic, the Plan is available via website link: https://www.santafenm.gov/hudrequiredreportingandplans. In addition to attending public committee meetings, members of the public are invited to participate at a public hearing during the May 12 City Council meeting.

SUMMARY OF MEETINGS:

- Annual Plan posted on City's website for comment (April 12 – May 12, 2021)
- Community Development Commission public meeting (April 21, 2021)
- Finance Committee public meeting (May 3, 2021)
- Quality of Life Committee public meeting (May 5, 2021)
- The Santa Fe City Council public hearing (May 12, 2021)

CIUDAD DE SANTA FE
AVISO DE AUDIENCIA PÚBLICA
PLAN REAL ANUAL 2021

Por la presente se notifica al pueblo en general que el organismo rector de la Ciudad de Santa Fe llevará a cabo una audiencia pública en una reunión regular del Cabildo Municipal el 12 de mayo de 2021 a las 7 pm, en transmisión de radio y por internet, para considerar el Plan de Acción Anual 2021. Las personas que así lo deseen pueden ver la reunión en vivo a través del Canal del Gobierno en el Canal 28 de Comcast y Comcast HD928 o pueden transmitir la reunión en vivo en el canal de YouTube de la Ciudad de Santa Fe en https://www.youtube.com/user/cityofsantafe. Se puede ver la transmisión en vivo de YouTube en esta dirección de la mayoría de los teléfonos inteligentes, tabletas o computadoras. La reunión del cabildo también puede ser escuchada en la estación de radio KSFR 101.1.

El Plan de Acción es un plan anual que describe el gasto de los fondos de la Subvención en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés) para 2021-2022. El Plan se le presenta al Departamento de Vivienda y Desarrollo Urbano de los EE. UU. (HUD por sus siglas en inglés) para su revisión y aprobación 45 días antes del inicio del año fiscal. Las prioridades de financiamiento identificadas en el Plan de Acción Anual reflejan el Plan Integral Consolidado de 5 años (2018-2022) que proporciona una evaluación de las necesidades de vivienda y desarrollo comunitario, un análisis de las condiciones de vivienda justa y desarrollo económico, recursos disponibles para satisfacer las necesidades identificadas y prioridades de financiamiento.

Los proyectos propuestos para ser financiados en 2020-21 incluyen: asistencia para el pago de enganche (Homewise); reparaciones de emergencia en el hogar (*Habitat for Humanity*); mejoras a las instalaciones (St Elizabeth Shelter); y los servicios públicos para personas sin hogar (Programa Adelante de las Escuelas Públicas de Santa Fe, Refugio Comunitario Interreligioso, Refugios para Jóvenes y Servicios Familiares, *Coming Home Connection*).

Para obtener la traducción al español de los materiales escritos o la interpretación al español en reuniones públicas, comuníquese con la Oficina de Vivienda Asequible por teléfono: (505) 316-4634; o envíe un correo electrónico a: tocandelariamartinez@santafenm.gov al menos 5 días hábiles antes de la fecha en que necesita la asistencia.

Las personas discapacitadas que necesiten alguna adaptación especial pueden comunicarse con la Oficina del Secretario de la Ciudad al 955-6521, cinco (5) días antes de la fecha de la audiencia para obtener ayudas auxiliares (intérpretes de ASL, documentos en escritura grande en Braille, grabaciones de audio y amplificadores de audio).

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Kristine Mihelcic, Secretaria Municipal

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING
2021 ANNUAL ACTUAL PLAN

Notice is hereby given that the governing body of the City of Santa Fe will hold a public hearing at a regular City Council meeting on May 12, 2021 at 7 pm, via virtual and radio broadcast, for consideration of the 2020 Annual Action Plan. Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers. The meeting can be heard on radio station KSFR 101.1.

The Action Plan is a one-year plan that outlines the expenditure of Community Development Block Grant (CDBG) funds for 2021-2022. The Plan is submitted to the U.S. Department of Housing and Urban Development (HUD) for review and approval 45 days prior to the start of the fiscal year. Funding priorities identified in the Annual Action Plan reflect the 5-year Comprehensive Consolidated Plan (2018-2022) which provides an assessment of housing and community development needs, an analysis of fair housing and economic development conditions, available resources to meet identified needs and funding priorities.

Projects proposed for funding in 2021-22 include: down payment assistance (Homewise); emergency home repair (Habitat for Humanity); facility improvements (St Elizabeth Shelter); and public services for homeless (Santa Fe Public Schools Adelante Program, Interfaith Community Shelter, Youth Shelters and Family Services, Coming Home Connection).

For assistance with Spanish translation of written materials or Spanish interpretation of public meetings, please contact the Office of Affordable Housing via telephone: (505) 316-4634; or email: tocandelariamartinez@santafenm.gov at least 5 working days prior to the date assistance is needed.

Persons with disabilities in need of accommodations may contact the City Clerk's Office at 955-6521, five (5) days prior to meeting date for auxiliary aids (ASL interpreters, Braille large print documents, audio recordings and audio amplifiers).

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Kristine Mihelcic, City Clerk

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ANNUAL ACTION PLAN

July 1, 2021 – June 30, 2022

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SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
200 Lincoln Avenue, Room 314
Santa Fe, New Mexico 87504
Phone # (505) 955-6607

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document represents a draft of the Annual Action Plan for the City of Santa Fe for program year 2021-2022. The Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). The City is an entitlement city and receives an annual grant from the Community Development Block Grant (CDBG) program.

For the 2021-22 program year, HUD has entitled $614,044 in CDBG entitlement funding, of which 20% ($122,809) is set aside for administrative costs. Additionally, the City proposes to reprogram $64,832 of unspent funds from prior year projects for a total funding amount of $678,876. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of $1,200,000.

This Plan is one of the three components required by HUD to be submitted on an annual basis:

- **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to prioritize offsetting the impacts of the Covid-19 global pandemic, related to keeping people housed and getting them rehoused if they've lost housing. In addition, CDBG funds will be used to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income

households in Santa Fe, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table.

Planning objectives include:

- **Creating Suitable Living Environments (SL) –** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income

household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

- **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit providers and subrecipient contractors.

- The City's goal for **emergency shelters and permanent supported rental housing** as outlined in the 2018-2022 Consolidated Plan was to provide 33 permanent beds and/or longer-term units per year. To date, during the current program year, AHTF funds were used to support rental vouchers and emergency utility assistance provided by The Santa Fe Recovery Center, SFPS Adelante, and YouthWorks, serving 87 Extremely Low Income (ELI) individuals experiencing homelessness or at risk of homelessness in the community. Additionally, CDBG funds continue to support essential services and shelter beds during the program year. To date, the Interfaith Women's Summer Safe Haven, which served both men and women this summer due to the global pandemic conditions, sheltered 100 individuals. Youth Shelters and Family Services (YSFS) provided services through its Emergency Shelter for children and youth, with 12 beds and its Cold Weather Shelter, with 8 beds, served 30 young people. Additionally, Adelante's School Liaison Program assisted 721 students and their families who are currently experiencing homelessness with referral, resources, food, clothing and other supports.
- The City's goal for **rental housing** as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). During the 2020-21 program year, the City allocated Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters. To date this year, more than 109

families were assisted (30-Adelante, 44-Santa Fe Recovery, 35-YouthWorks) and rental assistance (including utilities, rental arrears and rent) was provided to 41 households, benefiting 117 individuals by the NM Coalition to End Homelessness.

- City's goal for **home ownership housing** as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of mortgage principal reduction assistance to an average of 10 households annually. To date during the 2020-21 program year, five (5) households have been served (4-Homewise, Inc., 1-The Santa Fe Community Housing Trust) with CDBG-funded mortgage principal reduction assistance and three households served (2-Santa Fe Habitat For Humanity, 1-The Housing Trust) with AHTF-funded mortgage principal reduction assistance.

4. Summary of Citizen Participation Process and consultation process

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. However, public outreach for the 2021 plan has been modified in response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the limits on the numbers of people who can gather in public. All City Committees, including the Governing Body meetings were not be held in person but via Zoom meeting. Links to the City's broadcast channels are provided each week on the meeting agenda, accessible through the City's weekly meeting list. The public meeting schedule for the plan is as follows:

- Annual Plan posted on City's website for comment (April 12 – May 12, 2021)
- Finance Committee public meeting (May 3, 2021)
- Community Development Commission public meeting (April 21, 2021)
- Quality of Life Committee public meeting (May 5, 2021)
- The Santa Fe City Council public hearing (May 12, 2021)

The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish. The public hearing at the May 12 City Council meeting will be streamed on the City's YouTube channel, broadcast on KSFR 101.1 and the public can make comments via Zoom during the meeting or prior to the meeting via email.

Methods of engagement. Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and public is invited to comment on the AAP and proposed use of funds as

participants at virtual public meetings, by reviewing an electronic copy of the plan, and responding to a survey link on the City's website.

Public outreach is promoted through the City of Santa Fe and individual Council members' Facebook pages. Media relations included a press release to local media and postings on the city's website.

Partner outreach. Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their subject-matter expertise, participating organizations promoted resident engagement opportunities to recruit focus group participants and encourage residents to participate in the community meeting events.

5. Summary of public comments

This section will be updated at the conclusion of the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be updated at the conclusion of the public comment period.

7. Summary of Proposed Projects

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, particularly as a result of the COVID-19 pandemic. Available resources will be deployed as quickly as possible to keep vulnerable people housed, fed and their basic needs met. The City will continue its focus on low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. Note that all projects establish income eligibility by using HUD's Area Median Income (AMI) statistic.

Projects recommended for CDBG funding for FY 2021 – 2022 include:

- Mortgage Reduction for Homebuyers (provided through Homewise): Provides a "soft second" mortgage to reduce the amount of mortgage needed by an income-eligible homebuyer to purchase a home, resulting a lower monthly housing payment. The loans are no-interest and no payment due until the home is sold. **Proposed CDBG funding amount: $300,000.**

- Home Repair for Very Low Income Homeowners (provided through Santa Fe Habitat for Humanity): Provides home repair services for people who can't afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.). The majority of homeowners who benefit from this program are elderly and considered very low income (VLI). **Proposed CDBG funding amount: $100,000.**
- Homeless Shelter/Facility Improvement (St. Elizabeth Shelter properties: Casa Cerrillos & Sonrisa): Funds will be used to replace the floors at Casa Cerrillos and Sonrisa Family Complexes which are aging and badly degraded. The intent is to improve durability and safety for disabled persons living in the Casa Cerrillos complex, as well as the children living at Sonrisa. All residents at these properties formerly experienced homelessness. **Proposed CDBG funding amount: $63,961.**
- School-based Services for Homeless Students and Families (SFPS Adelante School Liaison): Provides referral and support services for students and their families experiencing homelessness. The mission of the program is to support academic achievement by helping with tutoring, case management, school supplies, clothing and advocacy to attain other social services. **Proposed CDBG funding amount: $20,106.**
- End-of-Life Care for Homeless (Coming Home Connection's "Casa Cielo" Program): Provides end-of-life care in a home setting for those with a terminal health condition who don't have an appropriate or safe place to live or family support. The services provided include skilled care, nutrition, and coordination with hospice services. **Proposed CDBG funding amount: $20,000.**
- Women's Safe Haven Summer Shelter (Interfaith Shelter): Supports staffing costs to keep the shelter open exclusively for women during the summer months when it would normally be closed. Provides meals, short term support services and connection to longer term case management. **Proposed CDBG funding amount: $32,000**
- Cold Weather Shelter for Youth (Youth Shelters and Family Services): Supports staffing costs to maintain eight (8) beds during winter months for homeless youth. Includes meals and connection to longer term support services. **Proposed CDBG funding amount: $20,000.**

Projects recommended for AHTF funding for FY 2021 – 2022 include:

- Mortgage Reduction for Homebuyers (provided through Santa Fe Habitat For Humanity): Provides a "soft second" mortgage to reduce the amount of mortgage needed by an income-eligible homebuyer to purchase a home, resulting a lower monthly housing payment. The loans are no-interest and no payment due until the home is sold. The cost of the home is further subsidized through the homeowner's sweat equity, donated materials and labor. **Proposed AHTF funding amount: $80,000.**

- Repair of Affordable Rental Units (Santa Fe Civic Housing Authority Villa Consuelo Apartments): The Villa Consuelo Apartments built in 1978 offer 100 federally-subsidized homes. Most residents are elderly or disabled and pay 30% of their incomes towards rent. In 2018, the Housing Authority initiated a $15m rehabilitation of the property, replacing and improving plumbing, HVAC, windows, floors, sidewalks, improving ADA features, and remodeling/replacing kitchens and bathrooms. Mid-way through the project, a fire burned two of the buildings while they were under construction. The funds provided through the Affordable Housing Trust Fund will partially reimburse the Housing Authority for the $600,000 in additional costs to the project because of the fire damage. **Proposed AHTF funding amount: $200,000.**
- Transitional Housing (Esperanza Shelter): Due to the COVID-19 pandemic, transitional housing has been added to the shelter's services. Funding will support the rent for 7 apartment units and 1 casita. Additionally, 5 rooms are currently on reserve at a local hotel to serve as overflow for the emergency crisis shelter. This transitional housing project will prevent homelessness and stabilize housing situations for participants who are fleeing domestic violence. **Proposed AHTF funding amount: $132,744.**
- Construction of Homeownership Units (Santa Fe Community Housing Trust Arroyo Oeste I & II): At full build out, this neighborhood in Tierra Contenta will offer fifteen homes to income-qualified households with incomes between 55% - 100% AMI. Funds will be used to support 3rd party construction management of the project, ensuring all design and code requirements are met, that the project stays on time and on budget. **Proposed AHTF funding amount: $97,000.**
- Rental Assistance (Life Link, YouthWorks, SFPS Adelante, St. Elizabeth Shelter): Four programs will provide rental assistance to cover housing costs including rent, rental arrears, utilities, utility arrears, deposits, etc. to renters earning less than 60% AMI, with the majority earning less than 30%AMI. These funds are targeted for individuals and families who are currently experiencing homelessness, housing instability or are at risk of becoming homeless. Each provider will serve a distinct constituency with the following proposed AHTF funding amounts: Life Link (disabled, homeless) **$148,256**; YouthWorks Shelter Now (YW program participants) **$100,000**; SFPS Adelante Family Assistance Project (homeless students/families) **$75,000**; St Elizabeth Shelter (SF Suites Set Aside Units) **$150,000.**
- Sober Living Rental Support (Santa Fe Recovery Center Bridge Houses Sober Living): Funds will support rents at four (4) transitional living homes that offer sober living environments for graduates of SFRC's residential treatment program. These residents, including women and young children, aren't ready to live in an unsupported housing situation without risk to their recovery and/or becoming homeless. The Bridge Homes

provide an option for them to get stabilized, attain employment, and still receive services from SFRC such as peer support and case management. **Proposed AHTF funding amount: $67,000.**

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and within City's organization itself. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, healthcare and social services programs. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap around health and social services. The City also relies on its Office of Emergency Management to provide guidance related to preventing, protecting against, mitigating, preparing for, responding to, and recovering from emergencies or disasters in order to ensure that housing funds are expended with resilience in mind. The City is also designing a project for improving broadband service and accessibility by stimulating competition in services provision to open up economic opportunities for underserved communities and businesses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services

are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

CONNECT, a partnership between the City and County is a network of navigators at clinics, community organizations, and city and county programs. Navigators are community health workers, volunteers, or social workers who link people to services and resources in our community. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs, and improve individual and community health. The Youth and Family Services Division recognizes that non-medical needs such as secure housing, utilities, reliable transportation, nutritious food, and safe physical and social environments are key to health and well-being, which is why nearly 80% of the Division's funded organizations provide navigation services as part of CONNECT.

Through the New Mexico Coalition to End Homelessness (NMCEH) efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the most vulnerable homeless people are prioritized for housing. Monthly case conferencing sponsored by NMCEH for veterans and chronically homeless people helps to coordinate the placement of the most vulnerable into housing. Youth are prioritized separately and housing is provided through the Youth Homelessness Demonstration Program.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, rapid rehousing, pregnant and parenting support, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected youth. Additionally, the City supports homeless and precariously housed veterans through housing, education and other support services.

Describe consultation with the Continuum(s) of Care (CoC)that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numerous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Lifelink (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager then refers them to the appropriate agency(ies) which will best serve their needs.

The Interfaith Community Shelter (ICS) is one of the few minimal barrier shelters in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	**Agency/Group/Organization**	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	**Agency/Group/Organization**	ST ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
4	**Agency/Group/Organization**	Santa Fe Community Housing Trust
	Agency/Group/Organization Type	Housing Services - Housing Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects
5	**Agency/Group/Organization**	New Mexico Coalition to End Homelessness
	Agency/Group/Organization Type	Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects
6	**Agency/Group/Organization**	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to convene groups of stakeholders to implement a strategy for increasing the inventory of rental housing affordable to low-income renters.
7	**Agency/Group/Organization**	HOMEWISE
	Agency/Group/Organization Type	Housing Services - Housing Community Development Financial Institution

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2021 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with Homewise to ensure that financial assistance supports the ability of low/mod income homebuyers to afford homes.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City works diligently to foster geographic equity, there are no identified blighted areas within the City limits, or extreme levels of poverty concentrated in census tracks requiring consultation with other entities or organizations at this time. Areas of 30% poverty have been addressed through the Opportunity Zones recently identified for the City which include small pockets of higher poverty rates, yet, the engagement of individuals in these areas will be more addressed in the future during the City wide engagement plan process for the Midtown Campus project. Establishment of services and businesses to contribute to these zones is in the beginning stages meanwhile, the OpZone neighborhoods continue to be served through the CDBG funds and other service providers.

Additionally, Fair Housing education is made available through the dissemination of fair housing data facts and information (primarily through distribution of the "Tino the Tenant" novella, and the City's website, Office of Affordable Housing page), there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system.

Furthermore the City did not consult directly with the State of NM Department of Health (NMDOH) regarding lead exposure because Santa Fe has low risk factors. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coaltion to End Homelessness	Promotes a comprehensive support services network aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability analysis of unit inventory and demand and provides policy to shape funding decisions, including CDBG.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Identifies multi-modal transportation projects that are prioritized for federal transportation funds.
Capital Improvement Plan	City of Santa Fe	Provides project list of capital improvements prioritized for funding.
Sustainable Land Use Code	City of Santa Fe	Regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	Evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity.
Fair Housing Assessment	City of Santa Fe	Evaluates housing need through the lens of equity and recommends strategies for increasing access to housing and economic opportunity.
Office of Emergency Management Strategic Plan	City of Santa Fe	Focuses on planning for, evaluating the impact of, and mitigating the effects of natural disasters, societal disruption and special events.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

As per the City's Citizen Participation Plan, the opportunities for the public to learn about and comment on the 2021 AAP includes: four (4) public meetings (April 21, 2020 - Community Development Commission, May 1 – Finance Committee, May 5, 2021 – Quality of Life Committee) and one Public Hearing (May 12, 2021) which are noticed in the Santa Fe New Mexican and the City's weekly meeting list. Because of the COVID-19 pandemic, public outreach for the 2021 plan was modified in response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on mass public gatherings. All City Committees, including the Governing Body meetings were held via Zoom rather than in-person.

A 30-day public comment period was advertised and conducted from April 12 – May 12, 2021, during which the Plan was available for review on the City's website: https://www.santafenm.gov/hudrequiredreportingandplans. Two public notices were published in the Santa Fe New Mexican advertising the beginning of the public comment period (April 12, 2021) and the notice of public hearing (April 28, 2021). Paper copies of the Plan were not distributed because of the need for social distancing; however, City staff made it possible to access paper copies on a per request basis. A brief online survey was also conducted. The link was posted on the City's website (https://www.santafenm.gov/survey_for_affordable_housing) and distributed via the City's employee list serve (reaching 1,000+ employees) and broadcast to community-based nonprofit and industry group organizations. The Santa Fe Action Coalition actively distributed the survey link to its membership and social media outlets.

While virtual meetings are not ideal from a public participation perspective, every effort was made to accommodate the public's ability to participate. The Community Development Commission meeting was accessible to the general public through a Zoom meeting link. The City Council Committees and the Governing Body meeting were also available via Zoom link and streamed on YouTube and the public hearing was also broadcast on KSFR 101.1. All You Tube recordings were posted in the City's archive for on-demand viewing.

Citizen Participation Outreach (to be determined)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	press release	Minorities Non-targeted/broad community	n/a			
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Announcement of public comment period in Santa Fe New Mexican legal announcement (April 12, 2021)			
3	Public Meeting	Non-targeted/broad community	Community Development Commission - April 21, 2021			
4	Newspaper Ad	Non-targeted/broad community	Public Notice of public hearing in Santa Fe New Mexican legal announcement (April 28, 2021)			
5	Internet Outreach	Non-targeted/broad community	Plan was posted on City's website (April 12 - May 12, 2021)			https://www.santafenm.gov/hudrequiredreportingandplans
6	Public Meeting	Non-targeted/broad community	Quality of Committee (May 11, 2020)			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Non-targeted/broad community	City Council Meeting (May 13, 2020)			
8	Internet Outreach	Non-targeted/broad community	survey link was posted on City's website, distributed via City employee list serve and via community partner networks			https://www.santafenm.gov/survey_for_affordable_housing

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The primary resource used to fulfill the goals and strategies of the 2021 Annual Action Plan is CDBG. The City received notification of its 2021 allocation amount on February 26, 2021. The total awarded amount is $614,044, of which $122,809 will be reserved for administrative costs. Other funds available include $162,800 in CDBG funds reprogrammed from prior year funding; $1,225,000 in local AHTF funding and $240,000 in general funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Housing Public Improvements Public Services	614,044	200,000	162,800	976,844	1,600,000	CDBG funds are used to support public services, public facilities, affordable housing provision, and direct financial support for home purchase and home repair.
Other	public - local	Housing	1,225,000	0	0	1,225,000	1,000,000	Local funds include the affordable housing trust fund, the balance of which is supported through development fees, compliance fees, and the payoffs of City-held liens and general funds from the city's local operating budget.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The greatest challenge facing the City of Santa Fe's housing and public service programs in 2021 is the recovery from the economic downturn caused by the public health emergency posed by the COVID-19 virus. The sharp decline of gross receipts tax, the need to prevent community spread, and the increase in housing instability for all incomes will have far-reaching effects. The City is facing contracted revenues because of GRT reductions and will rely on federal funds to address its most urgent housing needs.

Further reductions in funding from all sources: federal, state, or local is expected because of the extreme drop in fiscal revenues. This requires creative use of funds as well as a reduction in the funding of some programs even when there is an increase in need and requirements that must be addressed, such as with the public services category which supports non housing projects and public facilities improvements, which are generally housing-related. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds.

The City's nonprofit partners estimate that every dollar of federally-funded down payment assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are Community Development Financial Institutions and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (the Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

All of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.

During 2019, the City donated a 5-acre portion of a City-owned parcel on Siler Road. This donation supported the construction, currently underway, of 65 units of affordable live/work housing targeted to "creatives" – technology entrepreneurs, visual and performance artists, craft manufacturers, self-employed, etc. A shared resource center will be included with a performance and display space, retail areas and other workshops. The project, called the "Siler Yard" is being developed by the New Mexico Interfaith Housing Coalition. Low Income Housing Tax Credit (LIHTC) funds were secured providing over $10M of equity. Additionally, the City is continuing from 2019 a public outreach process and study of other City-owned parcels to prioritize several for future affordable housing development.

During 2021-22, the City will donate five parcels of land to support affordable housing. The parcels vary in size, zoning, and geographic location. It is anticipated that they will support the construction of 200+ units of affordable housing, ranging from LIHTC apartments, townhomes, and small housing types for rent or purchase. Additionally, the City is negotiating a final disposition agreement with a master developer for the Midtown campus site (formerly the location of the College of Santa Fe and then, the Santa Fe University of Art and Design). The developer's vision for the site is to include mixed uses (entertainment, job centers, high tech, film and education) and mixed income housing.

Discussion

All of the donations described above are intended to support the uses of CDBG resources, both by increasing access to community facilities and programs but also to support the City's subrecipients in their efforts to leverage additional housing and community development resources into the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	2018	2022	Affordable Housing Public Housing Homeless	Citywide	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $92,106	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 30 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 1194 Persons Assisted Homeless Person Overnight Shelter: 170 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	2018	2022	Affordable Housing	Citywide	Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: $63,961	Rental units rehabilitated: 32 Household Housing Unit
3	Increase Affordable Homeowner Opportunities	2018	2022	Affordable Housing	Citywide	Refinancing Services & Support-Current Homeowners Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled	CDBG: $400,000	Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Align Housing Opportunities With Emerging Needs	2018	2022	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $556,067	Public service activities for Low/Moderate Income Housing Benefit: 1024 Households Assisted Rental units rehabilitated: 32 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted Homeless Person Overnight Shelter: 170 Persons Assisted
5	AFH Goal #1: Create more affordable, quality housing	2018	2022	Affordable Housing	Citywide	Rental Vouchers Refinancing Services & Support-Current Homeowners Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Diversity of Housing Types AFH Factor: High Housing Costs	CDBG: $463,961	Rental units rehabilitated: 32 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	AFH Goal #2: Preserve and improve existing housing	2018	2022	Affordable Housing	Citywide	Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock	CDBG: $163,961	Rental units rehabilitated: 9 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit
7	AFH Goal #3: Continue to work to improve economic outcomes for people with disabilities	2018	2022	Non-Homeless Special Needs	Citywide	AFH Factor: Work opportunities for disabled people AFH Factor: Access to Schools & Transportation	CDBG: $0	Public service activities for Low/Moderate Income Housing Benefit
8	AFH Goal #4: Create more accessible, affordable, quality housing	2018	2022	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $556,067	Rental units rehabilitated: 32 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	AFH Goal #5: Improve access to high quality school	2018	2022	Affordable Housing Homeless	Citywide	Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $392,106	Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted Direct Financial Assistance to Homebuyers: 10 Households Assisted
10	AFH Goal #6: Strengthen access to fair housing and	2018	2022	Fair Housing & Renters Rights	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services AFH Factor: Access to Schools & Transportation	CDBG: $92,106	Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Opportunities for At-Risk Populations
	Goal Description	Increased Opportunities for At Risk Population-Reduced Rate of Households with cost burden: Preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers.This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	**Goal Name**	Increase Affordable Rental Housing Opportunities
	Goal Description	Increased Affordable Rental Housing Opportunities- Inventory of very low income rental units and vouchers is expanded to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 3. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
3	**Goal Name**	Increase Affordable Homeowner Opportunities
	Goal Description	Increase of Affordable Homeownership Opportunities-Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners: Continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help “age in place” and multi-generational transfers.This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 4. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

4	**Goal Name**	Align Housing Opportunities With Emerging Needs
	Goal Description	Address Emerging and Current Needs and Changing Demographics-Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the “creative” worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Continue to work to improve economic conditions of persons with disabilities 3. Improve access to high quality schools and public transportation Note that the funding, programs and anticipated accomplishments related to this goal are also reported for the preceding goals.
5	**Goal Name**	AFH Goal #1: Create more affordable, quality housi
	Goal Description	This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter households (HH); Down Payment Assistance + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects. Note that the accomplishments and funding relevant to this section are also relevant to preceding sections.
6	**Goal Name**	AFH Goal #2: Preserve and improve existing housing
	Goal Description	This goal corresponds with Consolidated Plan Goals: 1, 2, 3. Metrics and milestones include: continue support of emergency repair grants to serve 15 – 30 HH; continue support of emergency repair loans to serve 10 – 15; design program for historic districts to offset costs of repair to serve 3 – 5; rehab of affordable rental units and soft costs for construction of new affordable units to add 145 affordable units in the rental market. Note that funding and accomplishments are also reported in Goals 1 - 3.
7	**Goal Name**	AFH Goal #3: Continue to work to improve economic
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related.

8	**Goal Name**	AFH Goal #4: Create more accessible, affordable, q
	Goal Description	This AFH goal corresponds with Consolidated Plan Goals: 2, 3. Metrics and milestones include focusing housing rehabilitation programs (both homeownership and rental) on serving the needs of the disabled, including the mentally ill, chronically ill, developmentally disabled, mobility-impaired and those in recovery to rehab an additional 10 - 15 housing units. Also, this goal necessitates supporting the efforts of current homeless and special needs providers to link resources and align the provision of services. This would build on the model established by the NMCEH in its successful effort to meet the USICH's criteria for ending veteran homelessness Funding and accomplishments also reported in related to Goals 1 -3.
9	**Goal Name**	AFH Goal #5: Improve access to high quality school
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access. Note that funding and accomplishments also reported in Goals 1 - 3.
10	**Goal Name**	AFH Goal #6: Strengthen access to fair housing and
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. Metrics and milestones include: continuing to support fair housing training (1 event/year) through donation of City meeting space, assistance with marketing, PSAs with trainers, etc.; dedicating local resources to support bi-lingual Landlord/Tenant counseling and assistance through Hotline, including focus on Landlord responsibilities under FHA (serving 300 renters/year).

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 2021-2022 reflect a variety of programs, facilities improvements and public services in addition to programs focused upon increasing affordable housing to include rental and homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City anticipates that $200,000 will be generated and used for mortgage principal reduction loans. Reprogrammed funds from prior years make up the balance of available funds.

Projects

#	Project Name
1	Homewise Mortgage Principal Reduction for Home Purchase
2	Santa Fe Habitat For Humanity Rehab/Repair
3	St Elizabeth Shelter Facility Repair
4	Santa Fe Public Schools Adelante Expanded School Liaison Project
5	Coming Home Connection Casa Cielo End of Life Residence
6	Interfaith Community Shelter Group, Inc. Women's Summer Safe Haven
7	Youth Shelters and Family Services Cold Weather Shelter - Staff
8	Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to prioritize supporting the work of its nonprofit partners who provide the major of housing related services and shelter. All applicants for CDBG funds are required to match the funds at a 1:1 basis, ensuring that funded projects are viable.

AP-38 Project Summary

1	**Project Name**	Homewise Mortgage Principal Reduction Assistance for Home Purchase
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities AFH Goal #1: Create more affordable, quality housi
	Needs Addressed	Mortgage Principal Reduction AFH Factor: High Housing Costs
	Funding	CDBG: $300,00
	Description	Provide mortgage principal reduction loans to assist families and individuals whose incomes are under 80% AMI to achieve home purchase. Limit of $30K limit per household and 10-15 households served. Limit of $30K limit per h/h and 10-15 households served. The project is funded through EN ($300,000) and program income ($200,000)
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	10 Households: 1 household at Extremely Low Income under 30% AMI; 3 households at Very Low Income at 31-50% AMI; and 6 households at Low Income 51-80% AMI. 5 households with a Female Head of Household.
	Location Description	The home purchases assisted through this program will be located at scattered sites.
	Planned Activities	Homewise will provide mortgage principal reduction assistance to homebuyers who are income-qualified, have completed financial counseling and homebuyer training and are considered "mortgage ready".
2	**Project Name**	Santa Fe Habitat For Humanity Rehab/Repair Program
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities AFH Goal #2: Preserve and improve existing housing
	Needs Addressed	Homeowner Rehab, Upgrades and Retrofits
	Funding	CDBG: $100,000
	Description	Provide emergency and critical home repair or rehabilitation to owner occupied, single family homes whose income is at or below 60% AMI. Limit of $14K per household and 20 households served. 12 households with a Female Head of Household. Funds will be used at scattered site locations.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	20 households: 11 households at Extremely Low Income under 30% AMI; 7 households at Very Low Income at 31-50% AMI; and 2 households at Low Income 51-80% AMI. 12 households with a Female Head of Household.
	Location Description	Activities will be undertaken at scattered site locations.
	Planned Activities	Provide emergency and critical home repairs to low income citizens whose income is at or below 60% of the Area Median Income. 10 Critical Home Repair projects each at $1,100 average totaling $11,000; 7 Major Rehab Projects each at $7,000 average totaling $49,000; 2 Major Rehab Projects each at $14,000 totaling $30,000 for a Grand Total of $90,000.
3	**Project Name**	St. Elizabeth Shelter Casa Cerrillos & Sonrisa Family Programs Reflooring
	Target Area	Citywide
	Goals Supported	Increase Affordable Rental Housing Opportunities AFH Goal #2: Preserve and improve existing housing
	Needs Addressed	Rental Rehabilitation Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock
	Funding	CDBG: $63,961
	Description	Casa Cerrillos provides 28 apartments with a full range of supportive services for homeless adults with disabilities. Sonrisa provides 8 apartments with supportive services for homeless families with children.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	29 households: 28 households at Extremely Low Income under 30% AMI; and 1 household at Very Low Income at 31-50% AMI. 11 households with a Female Head of Household.
	Location Description	804 Alarid St., Santa Fe, NM 87505
	Planned Activities	Project encompasses replacing flooring in 26 efficiency apartments at Casa Cerrillos and one 2-bedroom and two 3-bedroom apartments at Sonrisa.
4	**Project Name**	Youth Shelters and Family Services Seasonal Cold Weather Shelter - Staff
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs AFH Goal #4: Create more accessible, affordable, q AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $20,000
	Description	Fund staff hours at the seasonal Cold-Weather Shelter, which provides age-appropriate, emergency shelter for transitional-aged youth (18-24 years old), from December 1 to February 28.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	20 persons with Extremely Low Income under 30% AMI who are homeless.
	Location Description	402 S. St. Francis Dr., Santa Fe, NM 87501
	Planned Activities	Staffing requirements are nightly from 6pm-10am the following day. The shelter offers a safe place to stay on the coldest nights of the year and case management services targeted towards securing safe, stable, and sustainable housing. The shelter offers services including transportation, warm meals, hygiene supplies, access to housing opportunities, crisis intervention, and community referrals.
5	**Project Name**	Santa Fe Public Schools Adelante Expanded School Liaison Project
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs AFH Goal #3: Continue to work to improve economic AFH Goal #4: Create more accessible, affordable, q AFH Goal #5: Improve access to high quality school AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $20,106
	Description	SFPS Adelante will provide housing and educational support services to youth and their families qualifying as homeless, as defined by the McKinney-Vento Homeless Assistance Act. Adelante's goal is to support academic achievement through the provision of social supports.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	467 youth and ELI/and or Homeless families with Extremely Low Income under 30% AMI will benefit from the proposed activities.
	Location Description	1300 Camino Sierra Vista, Santa fe, NM 87505 is location of organization but services are also provided at school sites.
	Planned Activities	Adelante liaisons assist with meeting basic and academic needs, referrals to affordable, safe, and stable housing, and providing direct support services for homeless youth and their families.
6	**Project Name**	Coming Home Connection Casa Cielo End of Life Residence
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs
	Needs Addressed	Support Services for Homeless and At Risk
	Funding	CDBG: $20,000
	Description	Casa Cielo provides 24 hour caregiving for end of life care to residents for whom dying at home is not an option. 95% are seniors and more than 85% are unable to pay.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	8 persons: 1 person at Extremely Low Income under 30% AMI; 4 persons at Very Low Income 31-50% AMI; 1 persons at Low Income 51-80% AMI; 1 person at Low Income 51-80% AMI; and 1 person at Moderate Income 81-100%. 5 persons with a Female Head of Household.
	Location Description	418 Cerrillos Rd. #27, Santa Fe, NM 87501
	Planned Activities	Coming Home Connection takes referrals for residents from the 5 area hospices and other agencies.Care is provided at no cost to these individuals. Project continues to target LI/Ml and homeless people.
7	**Project Name**	Interfaith Community Shelter Group, Inc. Women's Summer Safe Haven
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities With Emerging Needs AFH Goal #4: Create more accessible, affordable, q AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $32,000

	Description	The Women's Summer Safe Haven provides safe, hospitable shelter and food to chronically homeless women and children during the months Interfaith Community Shelter's Seasonal Overnight Shelter is closed. The shelter is the only "come-as-you-are" or "minimal barrier" shelter in northern NM.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	146 homeless persons at Extremely Low Income under 30% AMI
	Location Description	2801 Cerrillos Rd., Santa Fe, NM 87505
	Planned Activities	Budgeted expenses for the Women's shelter include non-personnel (e.g., food, meal supplies, program supplies), facilities expenses (e.g., repairs and maintenance, cleaning supplies and utilities) and staff. CDBG funds will be used specifically to fund WSSH night staff. The program is critical to the welfare of homeless women who cannot gain entry -- due to mental or behavioral health issues -- into other sheltering programs in the city of Santa Fe.
8	**Project Name**	Program Administration
	Target Area	n/a
	Goals Supported	n/a
	Needs Addressed	n/a
	Funding	CDBG: $122,809
	Description	Support administrative, professional services, and staff activities associated with CDBG projects and HUD-mandated planning and reporting.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	500 Market Street, Santa Fe NM 87501
	Planned Activities	Provide project administration, fiscal management, HUD required planning and reporting, environmental reviews and other tasks related to the successful expenditure of CDBG funds.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and the provision of related services citywide, rather than focusing on a specific area or neighborhood. The final high priority of the CDC is funding public facilities that most closely serve households transitioning out of homelessness as well as funding public services that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2021 CDBG program year will serve extremely low to moderate-income residents throughout the city as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve access to the community's housing opportunities. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

For the upcoming program year, the City will immediately deploy Affordable Housing Trust Funds (AHTF) in the amount of $1,225,000 in conjunction with CDBG funds. The proposed accomplishments are reported below.

One Year Goals for the Number of Households to be Supported		
	CDBG	**AHTF**
Homeless	641	247
Non-Homeless	59	144
Special-Needs	33	20
Total	**733**	**411**

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through		
	CDBG	**AHTF**
Rental Assistance	0	247
The Production of New Units	0	15
Rehab of Existing Units	49	100
Acquisition of Existing Units	0	0
Total	**49**	**362**

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The projects addressing homelessness for the 2020-21 fiscal year will serve the following through public service and shelters: 467 households served through Adelante; 146 women provided shelter at the Women's Safe Haven; twenty (20) youth households during the winter through the Youth Shelters and Family Services TLP/Cold Weather Shelter; and eight (8) very-low income persons provided end of life care through the Coming Home Connection End of Life services. Non-homeless households shown above to be supported through CDBG funded affordable housing in 2021-22 include ten (10) households receiving support through downpayment assistance; Habitat for Humanity will rehabilitate twenty (20) units owned by low-income households, and St Elizabeth will upgrade twenty-nine (29) units occupied by individuals with disabilities and families who previously experienced homelessness.

Non-homeless households include: 30 households provided home repair and energy efficiency upgrade assistance (Habitat for Humanity); 29 households served with improvements to their affordable apartments (St Elizabeth); and 10 households provided with homeownership opportunities through mortgage principal reduction assistance with Homewise. The 2020-2021 projects listed also address the fair housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, Affordable Housing Trust Funds (AHTF) will be used to support affordable housing provision, rehabilitation, and direct financial assistance to income-qualified individuals. Rental assistance will be provided through five organizations, (St. Elizabeth, YouthWorks, SFPS Adelante, SF Recovery Center, Life Link) serving a cumulative total of 247 individuals, all of whom are at risk of or presently experiencing homelessness. Eight (8) transitional living apartments managed by Esperanza Shelter will be supported, serving 20 households. The Santa Fe Civic Housing Authority will use AHTF to repair fire damage at Villa Consuelo which provides 100 units of affordable rental housing. Homewise and Habitat for Humanity will use AHTF to support mortgage principal reduction loans for nine (9) homebuyer households. And the Housing Trust will use AHTF to support the construction of fifteen (15) affordably-priced homeownership homes.

The City anticipates that an additional 15 – 20 affordable homeownership units will be constructed for income-qualified homebuyers earning less than 100%AMI by private market builders complying with the City’s inclusionary zoning requirement. Construction will be completed for a 65 unit LIHTC mixed-use development at the Siler Yard, supported by the City through local funds. Also coming on line during the program year will be 45 affordable rental townhomes, built by the SF Civic Housing Authority, also funded partially through LIHTC and the City’s local funds.

AP-60 Public Housing – 91.220(h)

Introduction

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 206 units of public housing, and manages 670 housing choice vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families with 45 additional Family units available in early 2022. Currently, 280 people are on the public housing waiting list for a housing authority apartment unit, and approximately 100 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities. SFCHA has a 45 unit Family project currently under construction and planned for completion by the end of 2021. This project was awarded AHTF money for the 2020/2021 round. As noted in the project list, the Santa Fe Civic Housing Authority, will update 9 senior units and were granted CDBG acquisition funding.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both PHAs provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHA is not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. The City is providing support for the Calle Resolana project, 45-townhomes proposed for construction that were awarded LIHTC funding in 2019. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: https://www.community.solutions/what-we-do/built-for-zero. The first step to the model is to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness

including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city's nonprofit partners who work with homeless persons have extensive outreach activities that the City seeks to improve over the next program year. The City's one year goal is to identify, by-name, all the currently chronically homeless individuals and those precariously housed –this will be completed through an online database that can access and screen for basic social determinants of health. The City is working with local non-profit service providers, the HMIS continuum site as well as housing partners.

In the winter, the Interfaith Shelter, St. Elizabeth's and Youth Shelters provide emergency beds, meals and clothing. Most importantly, the organization brings together outreach coordinators to case consult and provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the Interfaith Shelter, St. Elizabeth's and Youth and Family Services, which is partially funded through local funds allocated through the City's Community Services Department. In response to direct community need, Interfaith now has the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season.

The City is now working with the New Mexico Coalition to End Homelessness in response to the COVID-19 crisis to expand outreach to unsheltered people. The City is using some unused dormitories at the old College of Santa Fe campus as temporary housing for homeless people. Unsheltered people will be given the uniform housing assessment and placed on the by-name list for housing. Using the COVID-19 emergency funding, the City hopes to place almost all homeless people in rapid rehousing.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteran homelessness in participating communities. Since Santa Fe has met the federal benchmarks for effectively ending veteran homelessness, current efforts are focused on housing all of those in

the City who are chronically homeless. The coordinated entry system is used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe. In December 2020 the City worked with its partners to purchase a 123 unit residence hotel and is using it to provide permanent supportive housing to 40 chronically homeless households and as affordable housing for other low income renters. The City and its partners hope to purchase another property for permanent supportive housing in 2021. In addition to helping provide funds for purchase and renovation, the City also plans to provide operating support to these projects.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City relies on a network of services providers to address the emergency shelter and transitional needs of homeless persons. These programs are supported through fee-for services agreements and pass through funds from federal and local sources. The City's partners include:

St. Elizabeth Shelter. Operates the Men's Emergency Shelter (28 beds) and Casa Familia (30 beds for women and children) and three transitional/supportive housing properties: Casa Cerrillos (28 apartments), Sonrisa Family Shelter (8 apartments) and the Santa Fe Suites (120 apartments). St. Elizabeth's recently took on management of the Suites, which is a mixed-income program for those coming out of homelessness and/or those who are working with low to moderate incomes. The shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues. Both have a program manager, case managers and supervisory staff. The supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter (ICS). through partnership with 40+ faith and community groups and nearly 2,000 active volunteers, ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, it offers the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate 3 days/week, year round, with 12 partner provider agencies.

Life Link. Operates 24 apartment units at La Luz, administers Continuum of Care vouchers to support 70 scattered-site units for people with mental illness and other co-occurring disorders. They also administer 78 linkage vouchers in Santa Fe. The Life Link provides extensive

outpatient treatment, psychiatric and medication assisted treatment, psychosocial rehabilitation, homeless outreach, prevention, and rental assistance, peer support services, onsite healthcare screening, and comprehensive human trafficking outreach and aftercare services.

Esperanza Shelter. Offers no cost services to victims of domestic violence. The organization provides community navigation, advocacy, safety planning, therapy, substance abuse therapy, case management, child/family therapy, parenting classes, infant mental health, psycho educational groups for both survivors and offenders and legal advocacy. It operates a 24/7 crisis hotline 1-800-473-5220, and emergency shelter services for those needing to escape domestic violence.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth and their dependent children each year. The organization provides thousands of bed nights for unaccompanied youth experiencing homelessness through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs. In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don’t “fall through the cracks”. In October of 2017 a homeless task force held a series of meetings to provide recommendations to the Governing Body “to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience.” These recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type

of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be finished Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used to support those with special needs through Adelante, Life Link, the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, rapid rehousing, and emergency shelter for youth and their dependent children with special needs and/or at risk of homelessness), Interfaith (Women's and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. Casa Cielo addresses housing and care needs of elderly and/or terminally ill individuals, including people who are homeless, facing end of life transitions, regardless of their ability to pay.

The City also funds Adelante, a school-based program and Communities in Schools (CIS), who work directly with students in Santa Fe Public Schools. CIS works with students to empower and encourage academic achievement and supports the work of Adelante by referring prospective students to Adelante staff members who work with students and their families' to qualify them for services through the McKinney-Vento Homeless Assistance Act and provide support focusing on housing instability, food instability, and academic success. CDBG funds are being used to provide enhanced security for homeless youth (Youth Shelters and Family Services TLP/Cold Weather Shelter), as well as the funding necessary to support the Cold Weather

Shelter run by Youth Shelters. Casa Cielo is entering into its second year funded through CDBG and will address the needs of elderly and/or terminally ill individuals facing end of life who do not have a safe or appropriate place to live. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks and the Santa Fe Recovery Center) These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors, those young people who are unstably housed but working or attending higher education or trades training, and those starting a new chapter toward addiction recovery within the community. The collaboration was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together in a complimentary manner to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents. The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems and assists youth and their families with support to overcome obstacles such as housing instability, and other wrap-around services.

Discussion

As a result of the COVID-19 pandemic, the City re-commissioned several dormitory rooms and campus apartments to house homeless people or people without access to a safe place to stay if they needed to self-quarantine. CARES Act funding was deployed to support the ongoing use of this site as a shelter. Since October 2020, The Life Link has provided case management and clinical services to 97 individuals and families housed at the Coyote South Motel in a partnership with the City and County to decrease homeless numbers during the pandemic. The next round of funding will be used to support a similar hotel/motel conversion.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice. The City also submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2020 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

According to the City's most recent AI, there are four substantial barriers to fair housing:

1. Lack of affordable housing: The City continues to undertake several activities to address its lack of affordable housing. In 2019, an ordinance amendment to the Santa Fe land use code eased restrictions on building accessory dwelling units. The objective was to provide incentives for incremental infill development and open up potential options for naturally occurring affordable rental units. The City also amended its inclusionary zoning program (SFCC 26-1, 26-2) to provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The funds generated through allowable fees-in-lieu are expected to generate enough revenue to continue funding tenant-based rental assistance to meet a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, ***and*** the lack of public transportation. CDBG projects funded through the RFP process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.
3. There is a lack of fair housing information and supportive services to assist people facing housing discrimination. The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice. One quarter of these survey respondents identified this as a "very serious" contributing factor. By expanding outreach tools and through partnerships with advocacy organizations, the City seeks a more demographically diverse representation in voices and opinions to be shared throughout the City.

Discussion:

The most recent data shows a current occupancy of almost 98% for all rental housing in Santa Fe. Almost half of the city's renter population is cost-burdened and three quarters of them do not earn enough to afford the median priced home for purchase. For that reason, the City continues to proactively enforce its inclusionary zoning requirement and to support the construction of housing, both affordable and market rate units. The City's objective is to support a healthy housing market that offers all types and price ranges. To that end, the City's been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These areas include the Siler Road corridor, the Midtown Local Innovation Corridor District (Midtown LINC), at St. Michael's Drive, the Airport Road corridor and the Midtown campus property.

Real estate development activity remains strong in Santa Fe, although it remains to be seen how the pandemic may slow the market. As of May 2019, there are 1,071 housing units under construction and 709 in the review and approval pipeline. Of these, 77 are affordable single family homes under construction, with an additional 72 affordable units in the approval pipeline. It is anticipated that 145 affordable rental units produced through the City's inclusionary zoning requirement and/or as a result of LIHTC investment will be approved for

construction.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities.

A focus in 2021 will be on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

AP-85 Other Actions – 91.220(k)

Introduction:

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination and a place where wealthy people have second homes or choose for retirement, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many who rely on the local economy to afford housing. A common obstacle to the underserved need of homeownership for Santa Fe residents is lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. However, it remains to be seen how the COVID-19 will affect the city's economy in the long term. Because of the predominance of tourism and service-oriented jobs, as well as the high numbers of self-employed and gig economy workers, the short term effects have been devastating.

The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the

community's needs, particularly those arising from the pandemic. More importantly, the City will dedicate its resources to keeping safely housed those who are recently unemployed, precariously housed or homeless.

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and three options for compliance for rental units: 1) paying a "fee-in-lieu of" (calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent); 2) constructing "Low Priced Dwelling Units" (affordable to renters earning up to 120% AMI); or 3) setting aside 15% for renters earning less than 80%AMI. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health (NMDOH), Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by

the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe’s housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled “Protect Your Family from Lead in Your Home” is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects breaking ground in 2020-2021 will provide continuity in 2021 for this focus.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link, Adelante, NM Coalition to End Homelessness, YouthWorks, and Santa Fe Recovery Center.)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yards project and Calle Resolana is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city’s high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating

poverty in Santa Fe. Specific programs that reduce the number of poverty level families are:

- Dedicating capital impact programming and resources to Santa Fe's existing lower-income residential neighborhoods.
- Supporting youth recreation programs, meal delivery and afterschool resources to serve the needs of poverty level individuals and families.
- Continuing to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters.
- Supporting the SFCHA's ongoing RAD conversion projects to renovate public housing units, building new units when feasible.

Actions planned to develop institutional structure

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2021 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit,

private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community.

The Community Services Department funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Santa Fe Veterans Alliance and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante a school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. The City will continue to support these organizations along with providing support for case consulting meetings. These partners, among others, are using a new City purchased data base that allows for better client center coordination and getting individuals and families connected to resources. While this is a new data system, we have already seen positive results, including better identification of those precariously housed, getting those families/individuals into programs or referrals to housing assistance to avoid falling into homelessness. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers and

homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

While it's too early to understand the full economic effect of the COVID-19 pandemic, it is clear that the number of households at risk of becoming homeless or experiencing episodic homelessness is likely to increase dramatically. Without an increase in resources to support services and facilities, the service providers will grapple with limited capacity to meet emerging needs. The Santa Fe City Council will continue to support an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section identifies program income that is available to the City of Santa Fe for use that is included in projects to be carried out during PY2021.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	200,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**200,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

Projects funded for FY2021-2022 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households as well as rental rehab projects and new affordable rental development. Program income funds will be recycled by the City's subrecipients to provide additional downpayment assistance.

City of Santa Fe, New Mexico

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Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

To: **Members of the Governing Body**

From: **Sally A. Paez, Assistant City Attorney**

Via: **Erin K. McSherry, City Attorney**

Re: **Appeal No. 2021-3256-APPL of Case No. 2020-3006-HDRB.** Appeal by Laura Chock of the Historic District Review Board's Denial of a Request to Replace a Pedestrian Front Gate at 542 Camino del Monte Sol, in the Downtown and Eastside Historic District.

Date: **April 2, 2021; for the April 14, 2021 Meeting of the Governing Body**

Owner Laura Chock ("Appellant"), through attorney Frank Herdman, challenges the Historic Districts Review Board's ("Board") decision to deny her request to replace her pedestrian front gate at 542 Camino del Monte Sol and to add an arched stucco feature over the top of the gate ("Project"). Appellant argues that the Board's decision to deny the Project should be reversed because the Board's decision lacks factual support and is contrary to law. **[Ex. A, Petition, pp. 15-19 of 171]**

In this "de novo" appeal, the Governing Body must decide whether to uphold or reverse the decision of the Board. "De novo" means that the Governing Body holds a new hearing for the case and conducts an independent application of the law to the facts and evidence presented. The Governing Body must evaluate whether Appellant has demonstrated that the Board's decision was unsupported by the facts and law. The Governing Body is not required to defer to the underlying decision of the Board but may take the Board's experience and expertise into account when deciding this appeal.

I. BACKGROUND & PROCEDURAL HISTORY

542 Camino del Monte Sol is a residential property located in the City's Downtown and Eastside Historic District ("Property"). **[Ex. F, Staff Report, p. 103 of 171]** The main house was built prior to 1928 in the Spanish Pueblo Revival style and has a historic designation of "significant" to the Downtown and Eastside Historic District. **[*Id.*]** The Santa Fe City Code ("SFCC") Section 14-12.1 defines a significant structure as follows:

> A structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant:
>
> (A) for its association with events or persons that are important on a local, regional, national or global level; or
>
> (B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

In this case, the significant residential structure was once the home of artist William Shuster. As explained in the Historic Cultural Properties Inventory (HCPI) for the property, in 1926 Will Shuster "created the first Zozobra, the 'Demon of Gloom.' Probably based on a Yaqui effigy burning tradition, Zozobra – then a modest 20' high puppet – made its debut on September 3, 1926, writhing under "weird green fires" in a vacant lot behind city hall." **[*Id.* at 113]**

In addition to the "significant" main house, the Property includes a garage and a front yard wall that have a historic designation of "contributing" to the Downtown and Eastside Historic District. **[*Id.* at 102]** The SFCC Section 14-12.1 defines a contributing structure as follows:

> A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

This appeal involves a wooden pedestrian gate that is located within the contributing yard wall. According to the HCPI, the yard wall is approximately seventy-five feet (75') in length and varies in height from four feet to five feet (4' - 5') above grade. **[*Id.* at 105]** The thickness of the wall varies between twelve and fourteen inches (12" - 14") in width. **[*Id.*]** The composition of the wall is unknown, "but (based on its unevenness) it is likely composed of adobe." **[*Id.*]** Near the south end of the wall, corresponding with the house's front door, is an opening that contains a wood-slat pedestrian gate with a flat diamond motif. **[*Id.* at 109]**

Appellant seeks to replace the existing pedestrian gate because the gate provides little security and is in poor structural condition. **[*Id.* at 103]** The existing gate is approximately four feet by four feet (4'x4') and is not historic. **[*Id.* at 109]** Because it is not historic, gate was excluded

from the "contributing" status assigned to the yard wall. **[Ex. H, FOF & COL, p. 168 of 171, at FOF #10]**

Appellant wants to replace the existing gate with a refurbished gate that would be four feet wide by six feet tall and 8 inches wide (4'x6'- 8"). **[Ex. F, Staff Report, p. 103 of 171]** The proposed gate would have a tall, stuccoed arch feature over the top and would be framed by an exposed header and exposed side jambs. **[*Id.* at 108, 163]** The total height of the gate and stuccoed arch would be eight feet, four inches (8'4") at the highest point and would taper down to the wall height of four feet, six inches (4'6"). **[Ex. B, FOF & COL, p. 71 of 171, at FOF #24]** The proposed gate would be solid wood, stained Sherwin Williams "chestnut" color. **[Ex. F, Staff Report, p. 103 of 171]** The stucco top and sides would match the existing yard wall stucco color, El Rey "desert rose." **[*Id.*]**

Historic Preservation Division ("HPD") staff recommended that the Board approve the Project, finding that the proposal complied with all applicable design standards in the Historic Districts Ordinance, *see* SFCC § 14-5.2(D), (E). **[*Id.* at 101]**

At a public hearing held February 9, 2021, the Board heard presentations by HPD staff, Appellant, and interested members of the public. **[Ex. E, 02-09-21 Minutes]** Following questions and discussion from the Board, four members of the Board voted to deny the Project. **[*Id.* at 89 of 171]** These Board members reasoned that the gate and tall stuccoed arch would block the view of the chimney of the significant structure, which has existed for almost one hundred (100) years and is an important sculptural element of the residence.[1] **[Ex. B, FOF & COL, pp. 71-72 of 171, at FOF #25, 27]** These Board members also found "that the proposed change to the front yard wall would alter the architectural features and spaces that embody the status of the contributing yard wall structure and render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape." **[*Id.* p. 71, at FOF #26]**

One Board member disagreed with the Board's decision and would have approved the Project. **[Ex. E, 02-09-21 Minutes, p. 89 of 171]** The dissenting Board member thought the Project was consistent with the intent and configuration of the Property and the manner in which these types of modifications would have been done historically. **[*Id.* at 84-85 of 171]** The dissenting Board member noted that the SFCC permits additional height over pedestrian gates as a matter of right, without an exception to the otherwise-applicable height limitations. **[*Id.*]**

On February 23, 2021, the Board adopted written findings of fact and conclusions of law reflecting its decision. **[Ex. B]** On February 25, 2021, Appellant timely filed this appeal. **[Ex. A]**

II. GROUNDS FOR APPEAL TO THE GOVERNING BODY

Under the SFCC Section 14-3.17(A)(2), an appeal of a Board decision may be filed for one or more of the following reasons only:

[1] It was suggested at the hearing that the chimney had been built by William Shuster, but Appellant testified that she had researched this issue and had not been able to determine who built the chimney. **[Ex. E, 02-09-21 Minutes, pp. 89 of 171]**

(1) The Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14;
(2) The Board misapplied SFCC Chapter 14; or
(3) The Board's decision is not supported by substantial evidence.

III. ISSUES RAISED ON APPEAL

Appellant raises the following issues on appeal:
(1) The Board erred by denying the Project because the SFCC allows pedestrian gates to exceed the maximum allowable height for walls and fences.
(2) The Board erred by finding that the Project would alter and negatively impact the character of the contributing yard wall.
(3) The Board erred by finding that the Project would negatively impact the streetscape.
(4) The Board lacked authority to deny the Project based on a finding that the gate would partially block the view of the chimney on the significant residence.

IV. ANALYSIS

To win on appeal, Appellant has the burden of proving that the Board's decision was wrong. *See* SFCC § 14-5.2(H)(4). The Board's Findings of Fact and Conclusions of Law reflect that the Board denied the Project for three independent reasons. Appellant argues that none of those reasons was sufficient to support the Board's decision.

If the Board's decision to deny the Project was right for any reason, the Governing Body should affirm the decision of the Board and deny the appeal. If none of the reasons for the Board's decision are sufficiently supported by the facts and law, the Governing Body should reverse the decision of the Board and grant the appeal.

A. Pedestrian Gates May Exceed the Maximum Allowable Height for Walls.

Appellant correctly notes that the SFCC permits a pedestrian gate to exceed the maximum allowable height for walls and fences. This rule is found both in the Historic Districts Ordinance, *see* SFCC § 14-5.2(D)(9)(c)(iii) (stating that "the increased height of walls or fences over pedestrian and vehicular openings, and gates" should be excluded from height calculations), and in the general zoning rules, *see* SFCC § 14-8.5(B)(2)(c) ("Walls and fences may exceed the height limit over pedestrian or vehicular gates.").

The Board's decision to deny the Project was not based on a determination that the gate would exceed the maximum allowable wall height. Instead, the Board denied the Project because the Board was concerned that it would have a negative impact on the contributing yard wall, the Camino del Monte Sol streetscape, and the view of the chimney on the significant residence.

Because the Board did not rely on the maximum allowable wall height in denying the proposed gate replacement, the Board's decision did not violate the code provisions that allow increased height for pedestrian gates. These code provisions may, however, inform the Governing

Body's analysis of whether any of the Board's three reasons for denying the Project are supported by the facts and law.

B. Would the Project Cause the Yard Wall to Lose Its Contributing Status or Result in the Removal of Historic Materials or the Alteration of Architectural Features and Spaces that Embody the Contributing Status of the Yard Wall?

The first reason the Board denied the Project was its finding that the proposed change to the yard wall, specifically the stuccoed arch feature over the top of the gate, "would alter the architectural features and spaces that embody the status of the contributing yard wall structure." **[Ex. B, FOF & COL, p. 71 of 171, at FOF #26]** The Board relied on SFCC Section 14-5.2(D)(1)(a), which states as follows:

> The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

Although the Board did not make an express finding that the proposed changes would cause the yard wall to lose its contributing status, the Board was concerned that the proposed changes would result in the alteration of architectural features that embody the status.

Appellant argues that the Board erred by finding that the Project would negatively impact the character of the contributing yard wall. Appellant asserts that she is not making alterations to the wall, but is only adding stucco along the gate's sides and top for structural support and aesthetic design. **[Ex. A, Pet. p. 17 of 171]**

On appeal, the Governing Body should decide whether the Project would cause the yard wall to lose its contributing status due to the removal of historic materials or the alteration of architectural features and spaces that embody the status. In doing so, the Governing Body may consider the known existing features of the yard wall. If the Governing Body agrees with the Board, the Governing Body should affirm the Board's decision and deny the appeal. If the Governing Body agrees with Appellant, the Governing Body should proceed to consider whether the Board's decision to deny the Project was adequately supported by other reasoning.

C. Did the Board Properly Deny the Project on the Basis that the Project Would Make the Contributing Yard Wall Incompatible with the Streetscape?

The second reason for the Board's denial of the Project was the Board's finding that the addition of the tall, stuccoed arch feature over the top of the gate would "render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape." **[Ex. B, FOF & COL, p. 71 of 171, at FOF #26]** The streetscape is defined as "[t]he visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and

proportions of structures, fixtures and graphics." SFCC § 14-12.1. In this case, the relevant streetscape includes buildings, yard walls, and fences on both sides of the street for a distance of six-hundred feet (600') in both directions from the Property. SFCC § 14-5.2(D)(9)(a)(ii)(A).

When reviewing a project in the Downtown and Eastside Historic District, the Board considers the relevant streetscape and seeks to preserve a harmony of style, form, color, height, proportion, texture, and material. *See generally* SFCC §§ 14-5.2(A)(1)(c) (providing that a purpose of the ordinance is to preserve "[a] general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design"); 14-5.2(D)(9)(e) ("The height of a proposed building or addition, its façade length, and its roof form and pitch shall appear to be in proportion to the height, façade length, and roof form and pitch of buildings in the applicable streetscape, or the building on which the addition is proposed."); 14-5.2(E)(2) ("Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail.").

Appellant argues that the Board's finding is not supported by substantial evidence. **[Ex. A, Pet. pp. 17-19 of 171]** Appellant explains that the proposed new gate is in the same Santa Fe style as nearly all the other pedestrian gates on Camino del Monte Sol within three hundred feet (300') of her residence, in either direction. **[*Id.* at 17]** Additionally, Appellant asserts that the streetscape is not composed of low walls, as found by the Board, but is characterized instead by high walls and aged wooden gates. **[*Id.* at 18]**

In support of her argument, Appellant submitted photographs of other existing gates and of the streetscape near the Property. **[*Id.* at 27-49, 54-61 of 171]** Appellant also submitted a 1989 report by Marlys Bush Thurber of the City's Planning Department entitled "Eastside Historic Streetscapes." **[*Id.* at 62-67]** The report provides an analysis of the streetscapes in the Downtown and Eastside Historic District, the City's core historic district, and describes the walls and fences of the Camino del Monte Sol streetscape as follows: "Strongly dominant are high, sculptural walls with aged wooden gates, frequently paneled or heavily carved." **[*Id.* at 66]**

On appeal, the Governing Body should decide whether the Board correctly determined that the Project would be incompatible with the Camino del Monte Sol streetscape in violation of the ordinance provisions that require a general harmony of style, form, and proportion. If the Governing Body agrees with the Board, the Governing Body should affirm the Board's decision and deny the appeal. If the Governing Body agrees with Appellant, the Governing Body should proceed to consider whether the Board's decision to deny the Project was adequately supported by other reasoning.

D. Does the Board Have Authority to Deny the Gate Replacement on the Basis that the Gate Would Block the View of the Chimney on the Significant Residence?

Finally, the third reason for the Board's denial of the proposed new gate was the Board's finding that the gate and stuccoed arch would block the view of the chimney, which is an important sculptural element of the significant residential structure that has existed for almost one hundred (100) years. **[Ex. B, FOF & COL, pp. 71-72 of 171, at FOF #25, 27]**

Under SFCC Section 14-5.2(D)(1)(b), "[i]f a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied." In this case, however, the Board did not make a finding that the Project would cause the significant residence to lose its status, and the Board did not rely on any particular code provision in determining that the view of the chimney should remain unobstructed.

Appellant argues that her proposal does not involve any changes to the significant structure and will not affect the historic nature of the building. **[Ex. A, Pet. p. 18 of 171]** Appellant further argues that "there is no law in New Mexico that requires a property owner to provide a 'view corridor' to any part of their private property" and that denying the project on this basis "unfairly and arbitrarily imposes a tremendous burden on a property owner." **[*Id.*]** Appellant also points out that, according to the Eastside Historic Streetscapes report, "Along several stretches [of the streetscape] there is a strong continuity of form in the high walls at pavement edge creating a single undulating plane. Buildings behind are partially visible or blocked from view." **[*Id.* at 18-19]**

Additionally, Appellant relies on two previous cases involving the Board's denial of a project because the project would block the view of a historic structure. **[Appellant's Supplemental Materials]** First, Appellant relies on *Teme Ltd. v. City of Santa Fe*, which was decided by the First Judicial District Court in 2000. **[*Id.* at Supp. 1-13]** In that case, the Board denied a request by the Inn at Loretto to construct a three (3)-story, forty-three (43)-foot building at 211 Old Santa Fe Trail, where the Loretto Chapel and Inn at Loretto are located. **[*Id.* FOF ¶¶ 2, 11]** The Board reasoned that (1) the proposed building had the potential to impact the Loretto Chapel and the contribution that the Chapel makes to the streetscape and to the historic district; and (2) the proposed building would impair the view of the St. Francis Cathedral from Old Santa Fe Trail. **[*Id.* FOF ¶ 12]** The Governing Body upheld the Board's decision. **[*Id.* FOF ¶ 43]**

The district court reversed the City's decision. The court found that the SFCC does not allow the Board to regulate or preserve historic "view corridors." **[*Id.* FOF ¶¶ 13, 18]** The court also noted that the application did not include any proposed physical alterations to the Loretto Chapel, which is a significant structure. **[*Id.* FOF ¶ 14]** The court concluded that the City's denial of the application was unsupported by substantial evidence, arbitrary and capricious, and not in accordance with law because (1) the City lacks the power or authority under the SFCC to preserve historic "view corridors,"; (2) the City's ability to regulate or establish "open space" is limited to the specific provisions set forth in the SFCC; and (3) there was no evidence that the significant status of the Loretto Chapel would be altered under the application. **[*Id.* COL ¶ 3]**

The second case Appellant relies on is Case #H-2015-80, which involved proposed additions to the Ashley Pond House, designed by John Gaw Meem, which is located at 535 East Alameda Street. The Board denied part of the application to preserve the existing "view corridor" of the Pond House from East Alameda. On appeal, the Governing Body reversed the Board's decision and approved the additions based on the district court's holding in *Teme* that the City, at least under the City's existing code, lacks the power or authority to preserve view corridors. **[*Id.* at Supp. 15-20]**

Following the court's issuance of the *Teme* decision, the City has not exercised its regulatory authority to amend the Historic Districts Ordinance to protect public view corridors of historic structures. *See generally* NMSA 1978, § 3-22-3 (1983) (authorizing the City to adopt zoning regulations "relating to the erection, alteration and destruction of those exterior features of buildings and other structures subject to public view" for the purpose of preserving historical areas). Since the applicable provisions of the SFCC have not changed since the court issued the *Teme* decision, the Governing Body should apply the *Teme* decision to the facts of this case. If the Board erred by deciding that the Project should be denied to protect the view of the chimney, the Governing Body should consider whether the Board's denial the Project was adequately supported by other reasoning.

V. CONCLUSION & MOTIONS OPTIONS

In this appeal, the Governing Body should consider Appellant's arguments and the Board's reasons for denying the Project to determine whether the Governing Body agrees with the Board's decision. If the Board's decision was right for any of the three reasons relied upon, the Governing Body should affirm the decision of the Board and deny the appeal. If none of the reasons for the Board's decision are sufficiently supported by the facts and law, and no other reasoning supports the Board's decision, the Governing Body should reverse the decision of the Board and grant the appeal.

VI. MOTION OPTIONS

There are two options for motions in this case. Sample motions follow:

Motion 1: *I move to **grant** the appeal, approve the Project, and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

Motion 2: *I move to **deny** the appeal, affirm the Board's denial of the Project based on the reasoning that* _____(fill in blank with appropriate reasoning), *and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

APPENDIX A:
EXCERPTS FROM THE LAND USE CODE

14-5.2(A)(1) – GENERAL PURPOSE (HISTORIC DISTRICTS ORDINANCE)

In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:

(a) The continued existence and preservation of historical areas and buildings;
(b) The continued construction of buildings in the historic styles; and
(c) A general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design.

14-5.2(D)(1) – General Design Standards for All H Districts

In any review of proposed additions or alterations to structures that have been declared significant or contributing in any historic district or a landmark in any part of the city, the following standards shall be met:

(1) General

(a) The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

(b) If a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied.

14-5.2(D)(9)(c) – HEIGHT (HISTORIC DISTRICTS)

(ii) In exercising its authority under this section, the board shall limit the height of structures as set forth in this section. Heights of existing structures shall be as set forth on the official map of building heights in the historic districts.

. . . .

C. Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.

. . . .

(iii) In historic districts, height shall be the vertical distance measured between the highest part of a structure and the existing grade or finished grade, whichever is more restrictive, at the midpoint of the street facing facade, excluding rooftop appurtenances, the increased height of walls or fences over pedestrian and vehicular openings, and gates (either in opened or closed position). . . . The height of walls and fences is measured from the street-facing side of the wall or fence.

14-5.2(D)(9)(e) – SCALE

The height of a proposed building or addition, its façade length, and its roof form and pitch shall appear to be in proportion to the height, façade length, and roof form and pitch of buildings in the applicable streetscape, or the building on which the addition is proposed.

14-5.2(E) – DOWNTOWN AND EASTSIDE DESIGN STANDARDS

The governing body recognizes that a style of architecture has evolved within the city from the year 1600 to the present characterized by construction with adobe, hereafter called "old Santa Fe style", and that another style has evolved, hereafter called "recent Santa Fe style", which is a development from, and an elaboration of the old Santa Fe style, with different materials and frequently with added decorations.

(1) **Old Santa Fe Style**

Old Santa Fe style, characterized by construction with adobe, is defined as including the so-called "pueblo" or "pueblo-Spanish" or "Spanish-Indian" and "territorial" styles and is more specifically described as follows:

(a) With rare exception, buildings are of one story, few have three stories, and the characteristic effect is that the buildings are long and low. Roofs are flat with a slight slope and surrounded on at least three sides by a firewall of the same color and material as the walls or of brick. Roofs are never carried out beyond the line of the walls except to cover an enclosed portal or porch formed by setting back a portion of the wall or to form an exterior portal, the outer edge of the roof being supported by wooden columns. Two-story construction is more common in the territorial than in other sub-styles, and is preferably accompanied by a balcony at the level of the floor of the second story. Façades are flat, varied by inset portales, exterior portales, projecting vigas or roof beams, canales or water-spouts, flanking buttresses and wooden lintels, architraves and cornices, which, as well as doors, are frequently carved and the carving may be picked out with bright colors. Arches are almost never used except for nonfunctional arches, often slightly ogive, over gateways in freestanding walls;

(b) All exterior walls of a building are painted alike. The colors range from a light earth color to a dark earth color. The exception to this rule is the protected space under portales, or in church-derived designs, inset panels in a wall under the roof, in which case the roof overhangs the panel. These spaces may be painted white or a contrasting color, or have mural decorations;

(c) Solid wall space is always greater in any façade than window and door space combined. Single panes of glass larger than thirty (30) inches in any dimension are not permissible except as otherwise provided in this section;

(d) The rule as to flat roofs shall not be construed to prevent the construction of skylights or installation of air conditioning devices, or any other necessary roof structures, but such structures other than chimneys, flues, vents and aerials, shall be so placed as to be concealed by the firewall from the view of anyone standing in the street on which the building fronts;

(e) True old Santa Fe style buildings are made of adobe with mud plaster finish. Construction with masonry blocks, bricks, or other materials with which the adobe effect can be simulated is permissible; provided, that the exterior walls are not less than eight (8) inches thick

and that geometrically straight façade lines are avoided. Mud plaster or hard plaster simulating adobe, laid on smoothly, is required; and

(f) It is characteristic of old Santa Fe style commercial buildings to place a portal so that it covers the entire sidewalk, the columns being set at the curb line.

(2) **Recent Santa Fe Style**

Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction, prescribed as follows:

(a) No building shall be over two stories in height in any façade unless the façade shall include projecting or recessed portales, setbacks or other design elements;

(b) The combined door and window area in any publicly visible façade shall not exceed forty percent of the total area of the façade except for doors or windows located under a portal. No door or window in a publicly visible façade shall be located nearer than three (3) feet from the corner of the façade;

(c) No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or as part of the roof treatment described below;

(d) No less than eighty percent of the surface area of any publicly visible façade shall be adobe finish, or stucco simulating adobe finish. The balance of the publicly visible façade, except as above, may be of natural stone, wood, brick, tile, terra cotta, or other material, subject to approval as hereinafter provided for building permits;

(e) The publicly visible façade of any building and of any adjoining walls shall, except as otherwise provided, be of one color, which color shall simulate a light earth or dark earth color, matte or dull finish and of relatively smooth texture. Façade surfaces under portales may be of contrasting or complimentary colors. Windows, doors and portals on publicly visible portions of the building and walls shall be of one of the old Santa Fe styles; except that buildings with portals may have larger plate glass areas for windows under portals only. Deep window recesses are characteristic; and

(f) Flat roofs shall have not more than thirty (30) inches overhang.

14-8.5(B) – MAXIMUM HEIGHT OF FENCES (GENERAL ZONING)

(2) Maximum Height of Fences

(a) On a property developed for residential use or on undeveloped property zoned for residential use, no fence shall exceed six (6) feet in height[.]

. . . .

(c) Walls and fences may exceed the height limit over pedestrian or vehicular gates.

14-12.1 - DEFINITIONS

CONTRIBUTING STRUCTURE

A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

SIGNIFICANT STRUCTURE
A structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant:

(A) for its association with events or persons that are important on a local, regional, national or global level; or

(B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

STREETSCAPE
The visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics.

Exhibits to City Attorney's Office Memorandum

Appeal No. 2021-3256-APPL of Case No. 2020-3006-HDRB

542 Camino del Monte Sol, Laura Chock

April 14, 2021 Meeting of the Governing Body

A	Verified Appeal Petition & Appellant's Exhibits	Feb. 25, 2021	pp. 14-67
	Ex. 1: HDRB Decision	Feb. 25, 2021	pp. 20-24
	Ex. 2: Existing Gate	Feb. 25, 2021	pp. 25-26
	Ex. 3: Photos of Other Gates	Feb. 25, 2021	pp. 27-49
	Ex. 4: Proposed Gate Design	Feb. 25, 2021	pp. 50-51
	Ex. 5: Proposed Gate Photo	Feb. 25, 2021	pp. 52-53
	Ex. 6: Streetscape Photos	Feb. 25, 2021	pp. 54-61
	Ex. 7: Eastside Historic Streetscapes (excerpt from 1989 report by Marlys Bush Thurber)	Feb. 25, 2021	pp. 62-67
B	Historic Districts Review Board's Written Findings of Fact (FOF) and Conclusions of Law (COL) (Case #2020-3006-HDRB)	Feb. 23, 2021	pp. 68-72
C	Relevant Excerpts from Board Meeting Minutes (approving minutes from Feb. 9, 2021 and written FOF & COL)	Feb. 23, 2021	pp. 73-91
D	Board Action Letter from HPD Staff	Feb. 9, 2021	pp. 92-93
E	Relevant Excerpts from Board Meeting Minutes (voting to deny Case #2020-3006-HDRB)	Feb. 9, 2021	pp. 94-99
F	Historic Preservation Division (HPD) Staff Report and Exhibits for Case #2020-3006-HDRB	Feb. 9, 2021	pp. 100-163
G	Application filed with the HPD	Nov. 24, 2020	pp. 164-65
H	Historic Districts Review Board's Written FOF & COL (from related Case #2020-2959-HDRB, designating yard wall as contributing)	Jan. 26, 2021	pp. 166-69
I	Decision Tree	April 14, 2021	pp. 170-71

EXHIBIT

A

LUD Use Only

Time Filed: 4:14pm2/25/21
Fee paid: $200.00
Receipt attached:) JJ

(date stamp)

VERIFIED APPEAL PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: CHOCK (Last) LAURA (First) L. (M.I.)

Address: 542 CAMINO DEL MONTE SOL (Street Address) (Suite/Unit #)

SANTA FE (City) New Mexico (State) 87505 (ZIP Code)

Phone: (503) 975-7331 E-mail Address: laura@laurachock-law.com

Additional Appellant Names:

Correspondence Directed to: ☐ Appellant ☐ Agent ☐ Both

Agent Authorization (if applicable)

I/We: _____

authorize _____ to act as my/our agent to execute this application.

Signed: _____ Date: _____

Signed: Date:

Subject of Appeal

Project Name: Front Pedestrian Gate Replacement (ONLY Item 1 front gate is being appealed)

Applicant or Owner Name: Laura L. Chock

Location of Subject Site: 542 Camino Del Monte Sol, Santa Fe, NM 87505

Case Number: 2020-003006-HDRB Permit Number (if applicable): _____

Final Action Appealed:

☐ Issuance of Building Permit ☐ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☐ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☑ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

Basis for Appeal: ☑ The facts were incorrectly determined ☑ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:
Final Action 2/23/2021 HDRB decision to deny Item 1 Front Gate Alteration

☑ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):
SEE ATTACHED PAGES

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

SEE ATTACHED PAGES

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: _____ Date: 2/24/2021

Agent Signature: Brandy Lujan Date: 02-24-21

State of New Mexico)
) ss.
County of Santa Fe)

I/We LAURA L. CHOCK, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Appellant/s:

_____ Brandy Lujan
Signature *Signature*

LAURA L. CHOCK Brandy Lujan
Print Name *Print Name*

Subscribed and sworn to before me this 24 day of 02, 2021.

OFFICIAL SEAL
BRANDY LUJAN
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 12/02/24

Brandy Lujan
NOTARY PUBLIC

My commission expires:
12/02/24

ATTACHED PAGES FOR VERIFIED APPEAL PETITION

RE: Case Number 2020-003006-HDRB – Appealing the Denial of a Petition of a Pedestrian Front Gate Replacement.

The HDRB held a hearing on February 9, 2021, in which it denied my petition to replace my front pedestrian gate. The denial was final as of February 23, 2021. At that time, the HDRB's approved its "Findings of Fact and Conclusions of Law. **See Exhibit 1** (HDRB Decision). The final decision addresses four rulings. I am appealing only one of those rulings, which is the denial of my petition to replace my front pedestrian gate. The HDRB's denial should be reversed because it does not provide a sufficient basis to deny my Petition. Its ruling is contrary to the law and misrepresents the facts. Accordingly, I will simply describe the factual background and the basis for my appeal.

My front yard wall is 4'6" in height and its status has been determined to be "contributing." The existing gate, however, was determined to be a "non-contributing" structure. **See Exhibit 2-**(Photo of the Gate). The current front pedestrian gate is deteriorating and unsafe. I proposed to replace the old "non-contributing" gate with a pedestrian gate that is in the same Santa Fe style as nearly all the gates within a 300 feet in either direction on Camino Del Monte Sol (hereinafter "The Camino"). I have attached Exhibit 3, which depicts numerous pedestrian gates that are located near my residence. **See Exhibit 3** (Photos of neighboring gates on The Camino). As you can see in the photos, the addresses on the gates show the proximity to my residence. The gate style that I have proposed is the same Santa Fe style as shown in all of these neighboring gates. As is evident in **Exhibit 4** (My Gate Design) my design proposal appropriately fits the neighborhood on the Camino. **Exhibit 5** (Proposed Gate) shows the actual gate that I purchased and had planned to use as my pedestrian gate. It is a 100-year old gate from Mexico. The design, the materials, and colors are similar to the neighboring gates.

The Board erred in denying this gate replacement. Its ruling is inconsistent with the facts and contrary to existing laws and ordinances. First, although my proposed new front gate is higher than the wall, there is an exception to any height requirement in **Section 14.8.5(B)(2)(c**), which provides as follows:

c. Walls and fences may exceed the height limit over pedestrian or vehicular gates.

This City Ordinance is controlling in that it pertains to residential properties in the Historic Districts. This rule directly applies to my proposed pedestrian gate. The HDRB's decision completely ignores both this rule and the underlying facts. See **Exhibit 1**.

I am not making major alterations to the contributing front wall, but instead only adding stucco along the gate's sides and top for structural support and the aesthetic design. As I previously noted, my proposed design is completely consistent with all other gate designs along the Camino streetscape. See **Exhibit 3**.

Contrary to the HDRB's conclusion, it is abundantly clear that this gate design and its location do not negatively affect the streetscape along The Camino. There are very few low walls on the Camino and almost no gates that resemble my existing gate. In fact, I am one of the few homes that do not have a tall pedestrian front gate or a high wall.

The HDRB objected to the height of the proposed gate due to its potential to partially block a stucco sculpture on the façade of my house. **See Exhibit 1 pg. 3 (Finding #27).** It is undisputed that my house is a significant historic building, but I am not changing its façade in any manner. Nothing in my proposal affects the historic nature of the building itself. Contrary to the "opinions" of the Board, there is **no** law in New Mexico that requires a property owner to provide a "view corridor" to any part of their private property. This is essentially what the HDRB has done in its denial. This is clearly unsupported by the law and it unfairly and arbitrarily imposes a tremendous burden on a property owner.

Regardless of the Board's objections, even with the proposed pedestrian gate, the chimney sculpture on the façade is nonetheless visible from the street. Because the height of the front yard wall is only 4'6", the view of the chimney sculpture remains intact as anyone can just look over the low wall area and see it.

Contrary to the Board's unsupported, arbitrary decisions, the proposed gate does not change or destroy The Camino streetscape. I have submitted photos of the Camino streetscape views from my house. **See Exhibit 6 (**Streetscapes on the Camino). There is ample evidence that the streetscape remains undisturbed by this proposed change. The Camino streetscape is composed of stretches of high walls and gates, similar to my proposed gate.

To explain the Camino streetscape with evidence, as opposed to erroneous statements of fact, I have included in my exhibits a study of the streetscape of The Camino. See **Exhibit 7** "Eastside Historic Streetscapes"). This study was done by The City of Santa Fe Planning Department in 1989 and is authored by Marlys Bush Thurber. It explicitly and accurately describes the characteristics of the streetscape of The Camino. I have included the pages 20-21 of the study that specifically refer to The Camino streetscape.

A review of this Study directly contradicts the HDRB's assertions that the Camino walls are generally low. **See Exhibit 1, Pg. 3(Finding #26)**. Instead, the Study describes The Camino streetscape as having "**strongly dominant high wall(s), sculptured walls with aged wooden gates that are frequently paneled or heavily carved." See Exhibit 7, pg. 20 (Walls & Fences).** My proposed gate design is in that same style with sculpted stucco wall and an aged wooden gate. Clearly, the Camino streetscape is not regarded as a low-walled street, as misstated stated by the Board's unsupported decision. **See Exhibit 1, pg. 3 (Finding #26)**.

The Streetscape Study also identified the recognized "Block Form" along the Camino streetscape as being characterized by stretches that have a unique form that is described as follows:

“Along several stretches there is strong continuity of form in the high walls at pavement edge creating a single undulating plane. <u>Buildings behind are partially visible or blocked from view</u>.”

See Exhibit 7, page 20 (Block Form).

According to this study, “The Camino” streetscape has consistently high walls along the Camino. Therefore, a complete or full view of the houses is not part of the streetscape along the Camino, but instead the streetscape is made up mostly of high walls and gates. Low walls are in fact the exception on The Camino. Therefore, there is no support for requiring a full “view corridor” to my house that could be considered part of the streetscape. On the contrary, it is clear that along The Camino, the actual house views may be partially or completely blocked from view. **See Exhibit 7**, page 20.

To deny my proposal for a front pedestrian gate that is identical in style and height to most all other gates in my neighborhood is grossly unfair. To deny it based upon a mistaken premise that the full view of my property must be protected is unsubstantiated by the law and the facts. The HDRB does not have the jurisdiction or authority to simply make new laws in defense a full “view corridor” on private property. With all due respect, I am requesting the Board’s Action in denying my front pedestrian gate replacement be reversed.

Thank you.

Laura Chock

Appellant's
EXHIBIT
1
HDRB's FOF & COL

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #2020-3006-HDRB
Address – 542 Camino del Monte Sol
Agent's Name – Carlos Kinsey
Owner/Applicant's Name – Laura Chock

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on February 9, 2021.

BACKGROUND

542 Camino del Monte Sol is a single-family residence listed as significant to the Downtown and Eastside Historic District. It was constructed in the Spanish Pueblo Revival style prior to 1928. The property includes a yard wall along the street, which is probably adobe, and a garage. In Case #2021-002959-HDRB, heard on January 12, 2021, the Board designated the yard wall (excluding the non-historic gate) and the garage as contributing. The Board designated the front (east) elevation of the garage as the primary facade. The property also includes a coyote fence, located south of the driveway and edging the front yard.

The one-bay garage is located on the north side of the property, constructed on what is now the lot line. It appears that the garage was once a two-bay garage, but changes made after 1978 altered the garage significantly so that the structure is now divided into two garages in separate ownership on either side of the lot line, separated by a yard wall. This case involves only the portion of the garage structure located at 542 Camino del Monte Sol. The front (east) façade of the garage contains two historic wooden swinging doors, which are now below ground level and in poor condition. The west façade has a single non-historic door, and the south façade has no openings.

At this hearing, the Applicant proposed four (4) items as follows:

1. Replace the front gate within the yard wall. The existing small 4'x4' gate provides little security and is in poor structural condition. The new proposed refurbished gate is 4'x 6'8" with a stucco top, exposed header, and exposed side jambs. The proposed solid wood gate will be stained Sherwin Williams "Chestnut" color, and the stucco top and stucco sides will match the existing yard wall stucco color, El Rey "Desert Rose." The new gate is intended to provide more security.
2. Replace the existing small 3'x4' side gate with as similar gate as described in Item 1 above.
3. Replace the coyote fence with a stucco yard wall of the same height. The stucco color would be El Rey "Desert Rose" to match the existing.
4. Remove the existing wooden outswing garage doors, which are historic. The doors will be replaced with a stuccoed El Rey adobe concrete block wall and waterproofing and four high windows, which will be 2'x2,' refurbished single-pane true divided-lite wood windows. The window color will match existing window color (Sherwin Williams 6937 "Teal").

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the Application appears to meet the underlying zoning standards set forth in the Santa Fe City Code ("SFCC").
2. Historic Preservation Division Staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the Application.
3. Historic Preservation Division Staff Recommendation: Staff recommended denial of the exception required for Item 4, finding that the exception criteria had not all been met. Staff noted that the Board may find the criteria satisfied upon further testimony and evidence at the hearing. Staff otherwise recommended approval of the proposed project and found that the application complies with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts; and 14-5.2(E), Downtown and Eastside Design Standards.
4. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
5. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
6. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
7. The residence at 542 Camino del Monte Sol has been designated as a significant structure.
8. Under SFCC Section 14-12-1, a "significant structure" is "a structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant: (A) for its association with events or persons that are important on a local, regional, national or global level; or (B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places."
9. As set forth in the Historic Cultural Properties Inventory (HCPI), which was included as an exhibit to the Staff Report, the significant structure at 542 Camino del Monte Sol was the home of artist Will Shuster, who in 1926 created the first Zozobra, the "Demon of Gloom." Probably based on a Yaqui effigy burning tradition, Zozobra - then a modest 20' high puppet - made its debut on September 3, 1926, writhing under "weird green fires" in a vacant lot behind city hall.
10. The garage and yard wall have been designated as contributing structures.
11. Under SFCC Section 14-12.1, the definition of a "contributing structure" is "a structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains."

12. Under SFCC Section14-2.1, the definition of a “primary façade” is one or more principal faces or elevations of a building with features that define the character of the building's architecture.
13. SFCC Section 14-5.2(D)(1)(a) prohibits the “removal of historic materials or alterations to architectural features and spaces that embody the status” of a contributing structure.
14. Under SFCC Section 14-5.2(D)(5)(a), “[n]o opening shall be widened or narrowed,” and “[n]o existing opening shall be closed” on a primary façade of a contributing structure.
15. The Applicant proposes to make alterations to the wooden garage door and garage door opening, which are located on the primary façade of the contributing garage structure.
16. Staff determined that an exception to SFCC Section 14-5.2(D)(1)(a) would be required for approval of Item 4 of the Application, and the Applicant requested an exception.
17. To obtain an exception, the Applicant was required to conclusively demonstrate that the three exception criteria set forth in SFCC Section 14-5.2(C)(5)(b) have been met.
18. Based on the information set forth in the Staff Report and exhibits, and the evidence and testimony presented at the hearing, the Board agrees with Staff’s finding that the Applicant has not conclusively demonstrated that all exception criteria have been met.
19. Pursuant to SFCC Section 14-5.2(C)(5)(b)(i), the Board finds that granting the exception would damage the character of the historic district. The single-bay garage with historic wooden doors was designated as contributing to the character of the district, and granting the exception result in removal of the garage doors and replacement of the doors with a concrete block wall and four high windows, which would significantly alter the garage’s contribution to the district and the streetscape.
20. Pursuant to SFCC Section 14-5.2(C)(5)(b)(ii), the Board finds that the exception is not required to prevent a hardship to the Applicant or an injury to the public welfare because issues related water damage and flooding could be mitigated through maintenance and renovation that retains the outward appearance and character of the historic garage.
21. Pursuant to SFCC Section 14-5.2(C)(5)(b)(iii), the Board finds that granting the exception would not strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts because the Applicant has failed to consider other design options, such as the construction of an interior wall with non-functional garage doors in front.
22. As set forth in the HCPI, the contributing yard wall is at least fifty years old, and its design complements the other low street walls along Camino del Monte Sol. The low stuccoed wall set is at the east edge of the property along the street. Approximately 75’ in length, it varies in height from 4’ to 5’ above grade, with the tallest section at the south end. Its thickness is equally variable, shifting between 12” and 14” in width.
23. The proposed new front yard gate would include a tall, arched stucco feature.
24. At the hearing, the Applicant testified that the gate would be 6’8” tall, topped with an 8” lintel and 1’ additional foot of stuccoed material to a total height of 8’4”.
25. The proposed new front yard gate and stuccoed arch would be located in front of the chimney, which is an important sculptural element of the significant residential structure.
26. The Board finds that the proposed change to the front yard wall would alter the architectural features and spaces that embody the status of the contributing yard wall structure and render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape.

27. The Board finds that new yard wall gate and stuccoed arch would block the view of the chimney of the significant structure, which has existed for almost 100 years.
28. Under SFCC Sections 14-2.6(B)-(C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), 14-5.2(C)(5), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
29. Under SFCC Section 14-5.2(C)(3)(b), the Board has the authority to approve an application for alteration or new construction on the condition that changes relating to exterior appearance recommended by the Board be made in the proposed work, and no permit is to issue until new drawings or documentation, satisfactory to the Board, have been submitted.
30. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the Application as follows:

1. The Board has the authority to review and approve or deny the Application.
2. The Board denies approval for Item 1 (replacement of front gate).
3. The Board approves Item 2 (replacement of side gate).
4. The Board approves Item 3 (replacement of coyote fence with a stuccoed yard wall).
5. The Board denies the exception requested in the Application.
6. The Board denies approval of Item 4 (changes to the garage).

IT IS SO ORDERED ON THIS 23rd DAY of FEBRUARY, 2021, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

_____ _____
Chair Date

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:



February 23, 2021
Sally A. Paez Date
Assistant City Attorney

Appellant's
EXHIBIT
2
Existing Gate

542 CAMINO DEL MONTE SOL



EAST ELEVATION - FRONT GATE

Appeal #2021-3256-APPL
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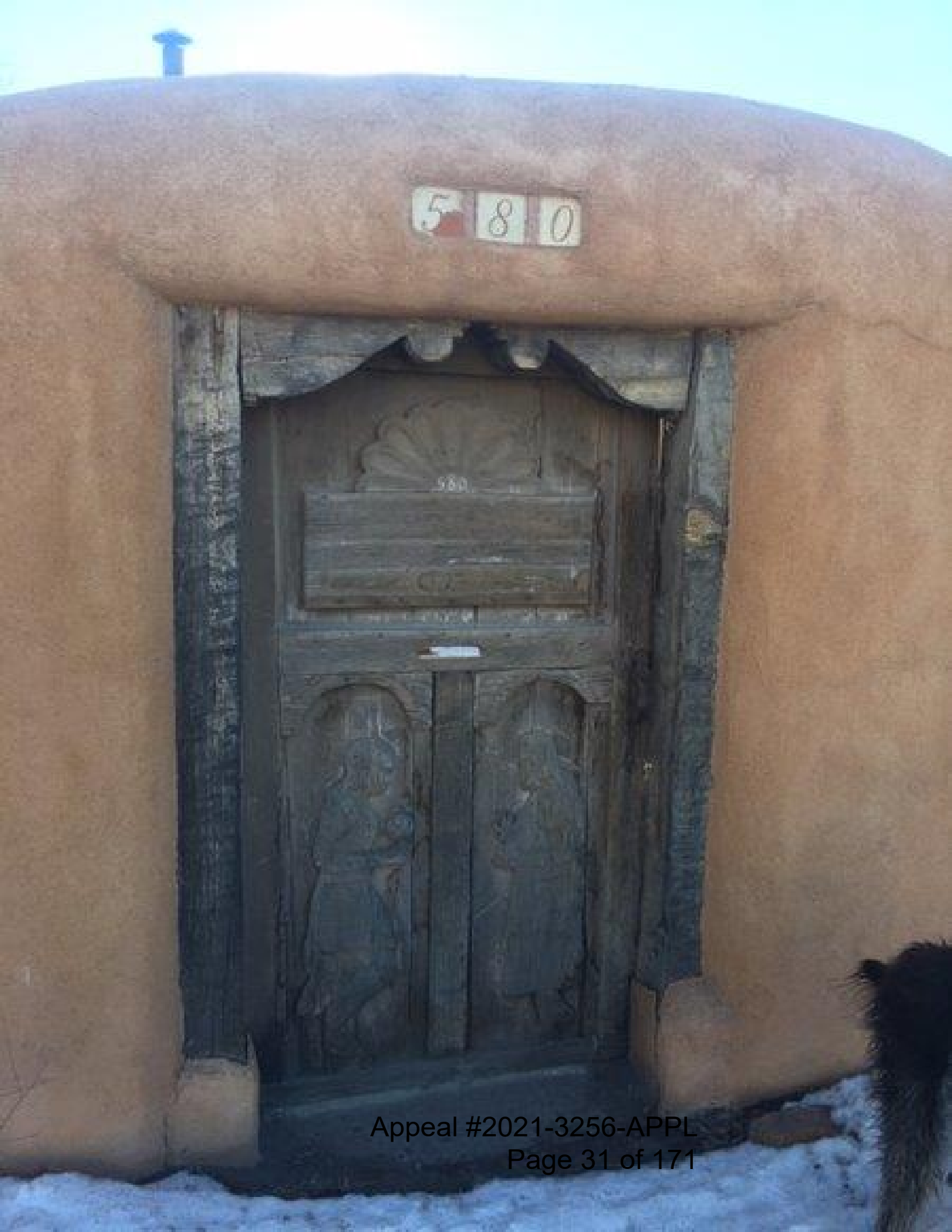
Appellant's
EXHIBIT
3
Photos of Other Gates




576

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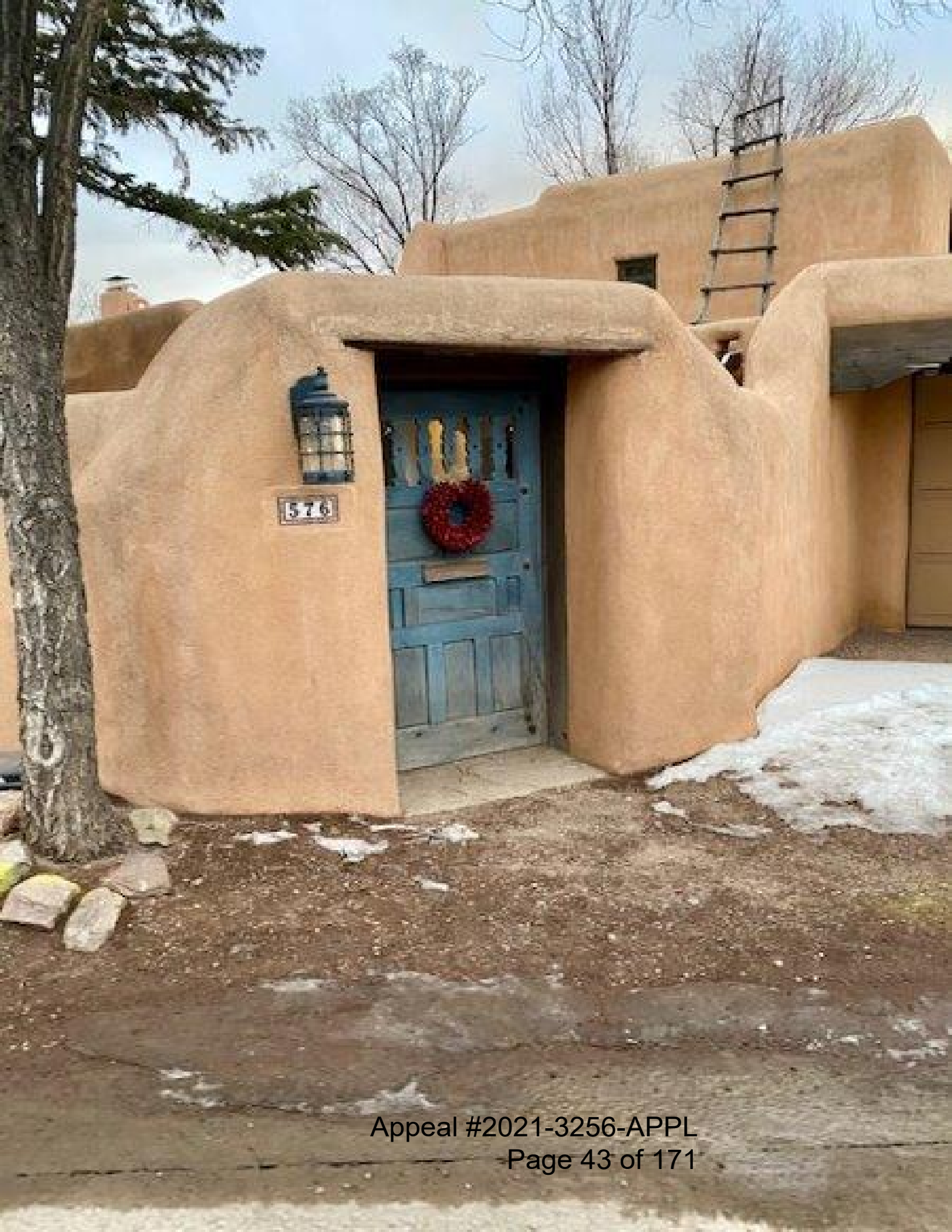
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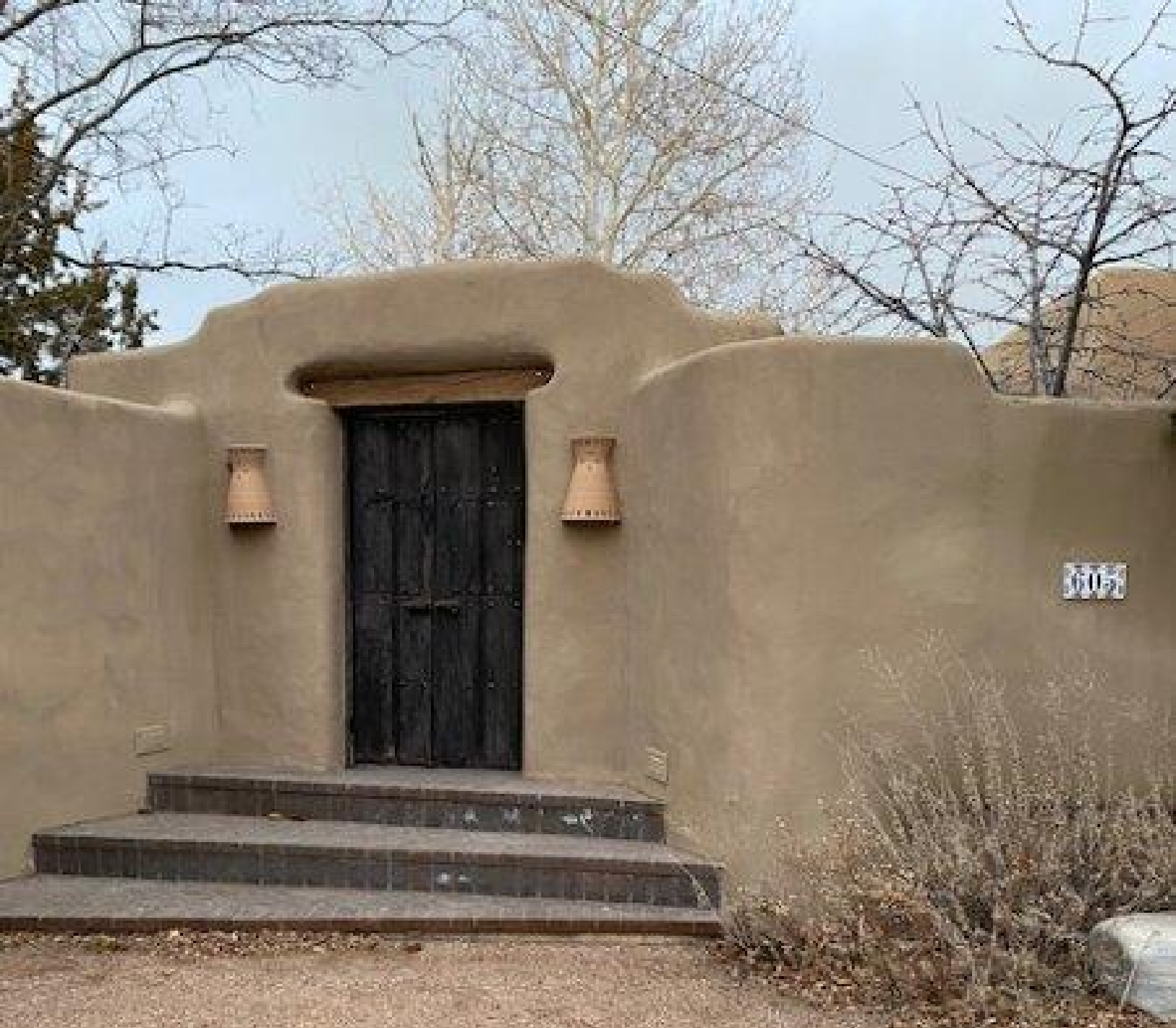
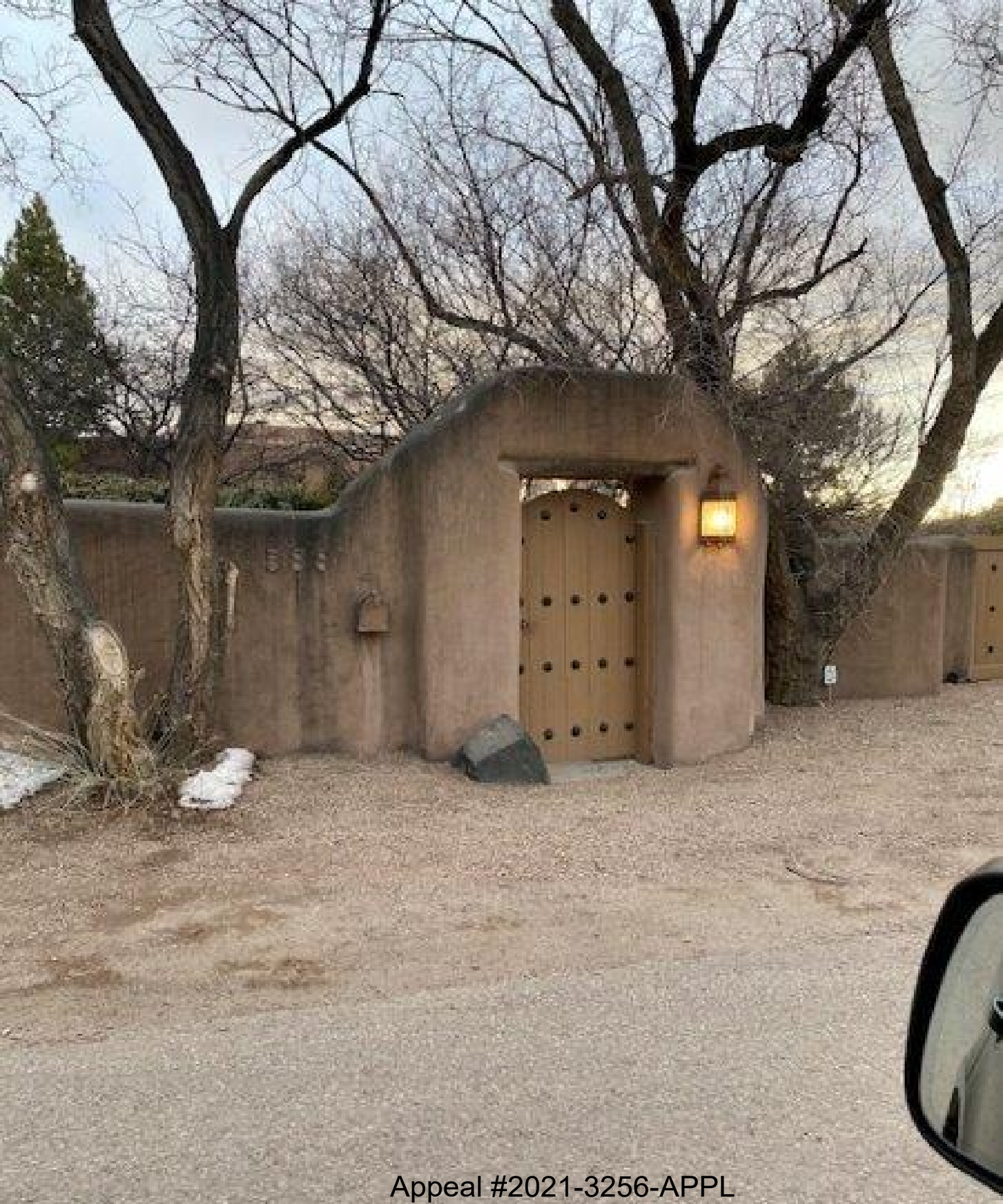
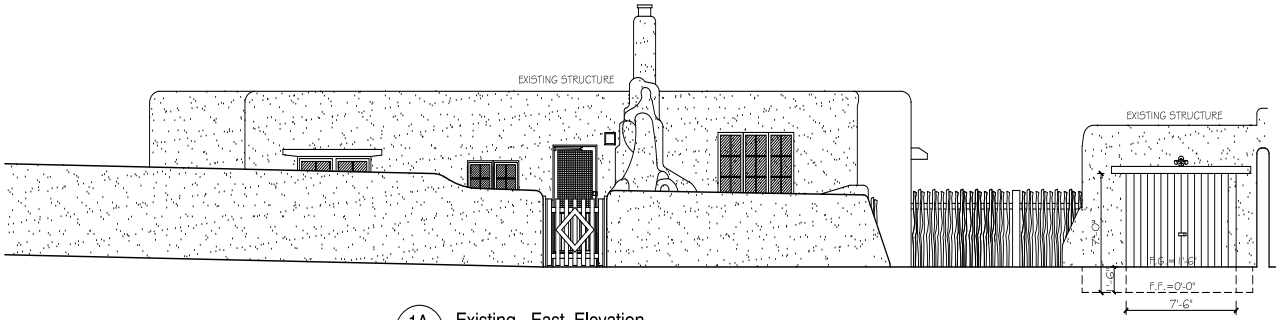




Appellant's
EXHIBIT
4
Proposed Gate Design



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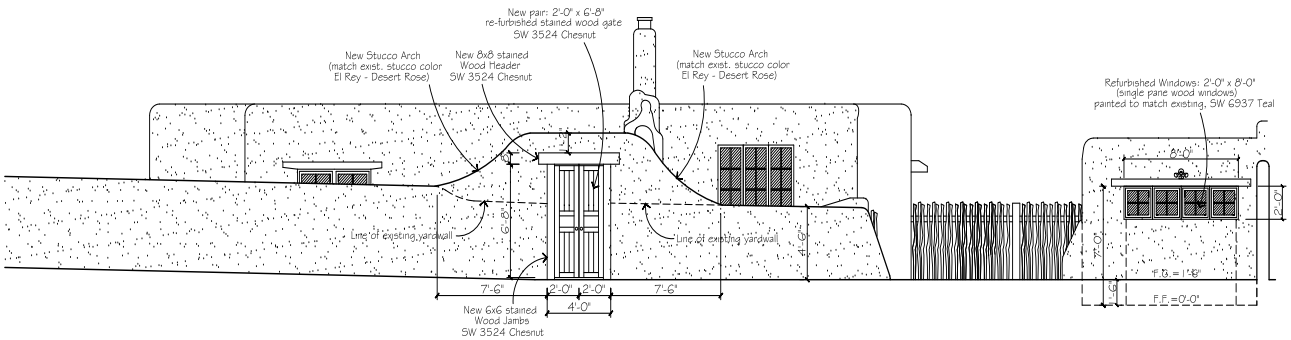


1B PROPOSED - East Elevation
(Front Elevation)

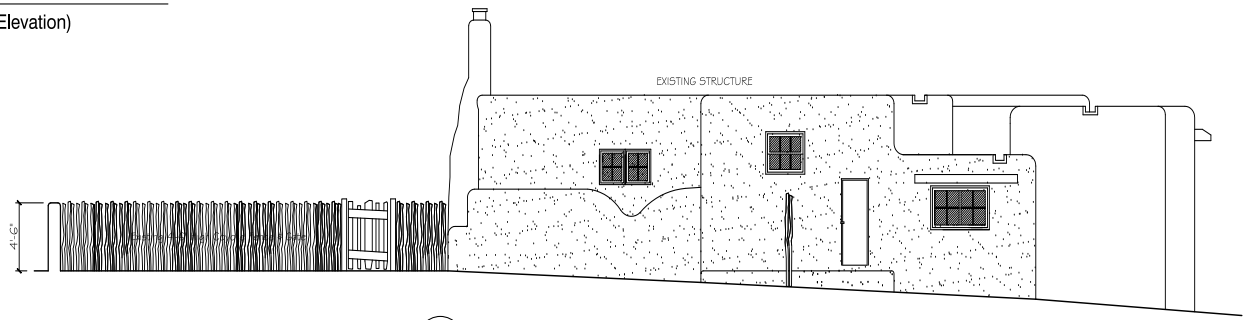
NOTE:

NEW GATES COLOR TO BE:
Stained SW3524 Chesnut

NEW YARDWALL STUCCO COLOR:
to match existing color El Rey - Desert Rose

NEW GARAGE STUCCO COLOR:
to match existing color El Rey - Adobe

NEW WINDOW STUCCO COLOR:
to match existing color SW 6937 Teal



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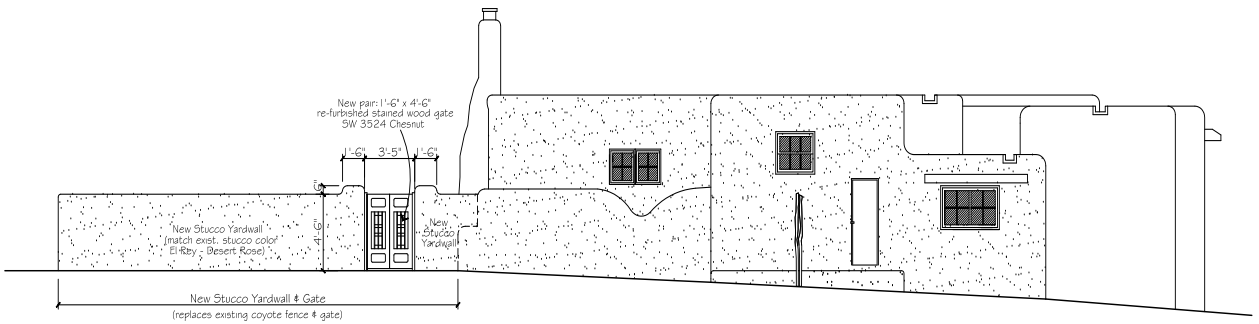


2B PROPOSED - North Elevation
(Side Elevation)

Architect:

STATE OF NEW MEXICO
CARLOS A. KINSEY
No. 3388
REGISTERED ARCHITECT

KINSEY
ARCHITECTURE + CONSTRUCTION
3600 Cerrillos Road, Unit 205
Santa Fe, NM, 87507
505.469.5396

REMODEL for
CHOCK RESIDENCE
542 Camino del Monte Sol Santa Fe, NM 87501

REMODEL

Date
NOV. 24, 2020

Revised:

Drawn by CK
Checked by CK

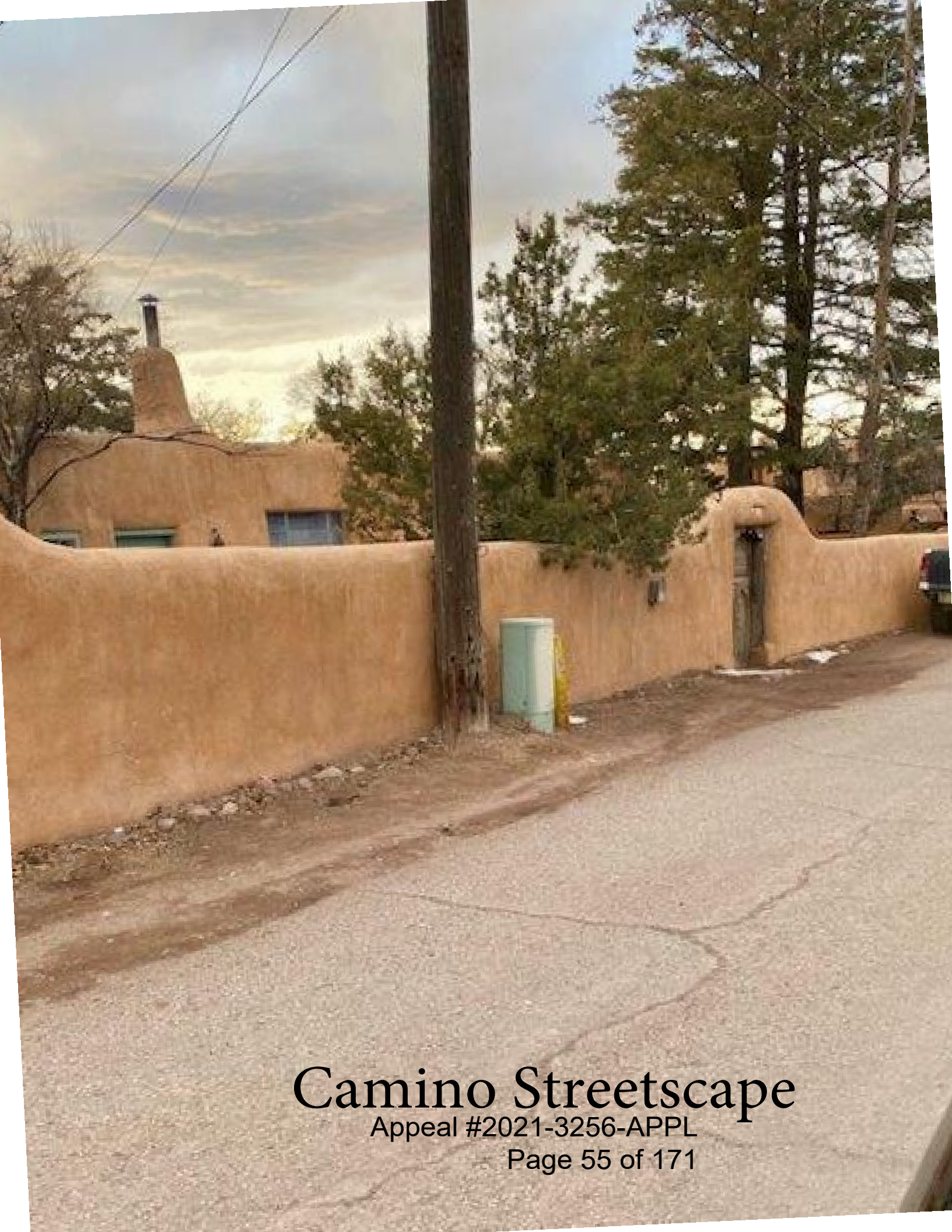
Sheet Title
EXISTING & PROPOSED EXTERIOR ELEVATIONS
Scale:
1/4"=1'-0"

Sheet No.
A-3

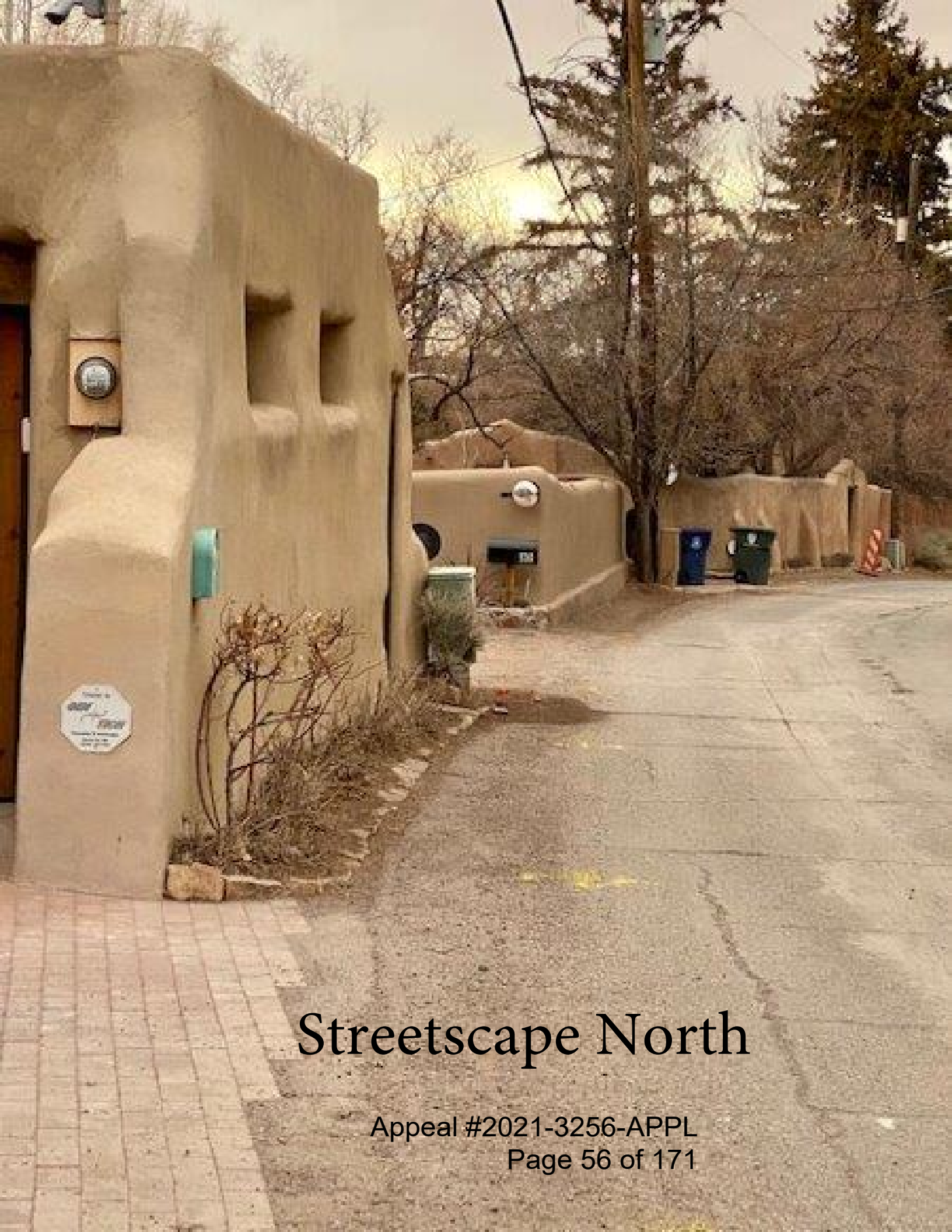
Appellant's
EXHIBIT
5
Proposed Gate Photo



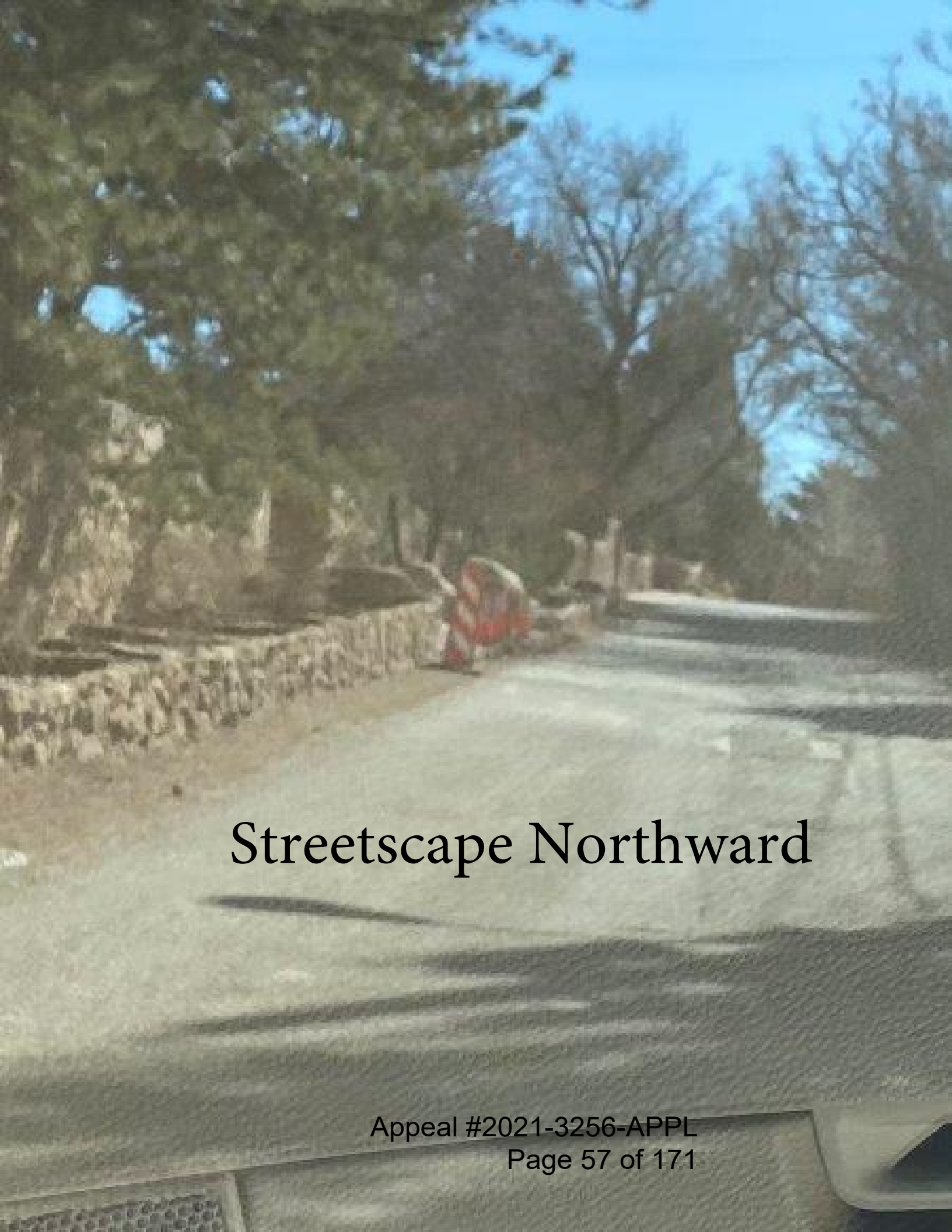
Appellant's
EXHIBIT
6
Streetscape Photos



Camino Streetscape



Streetscape North



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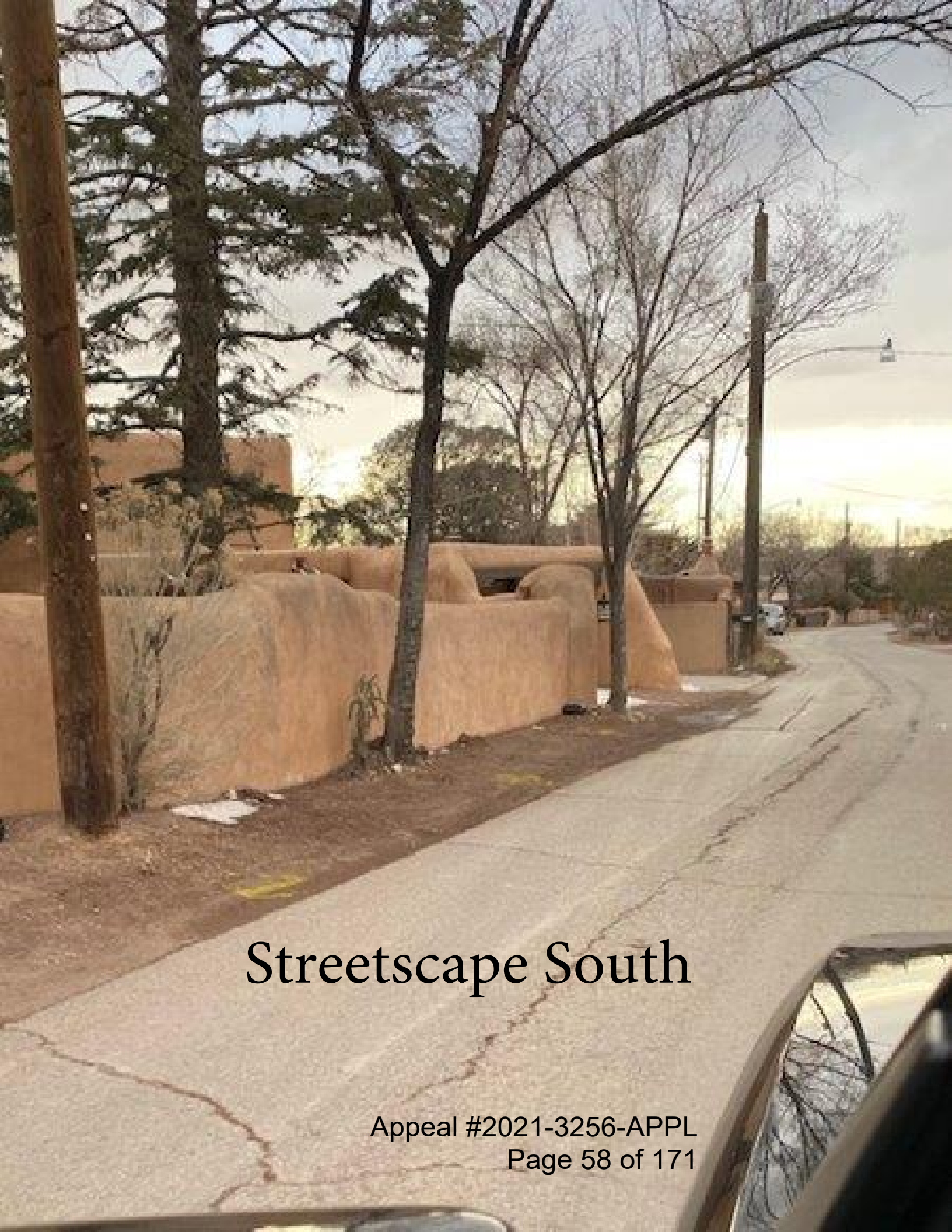


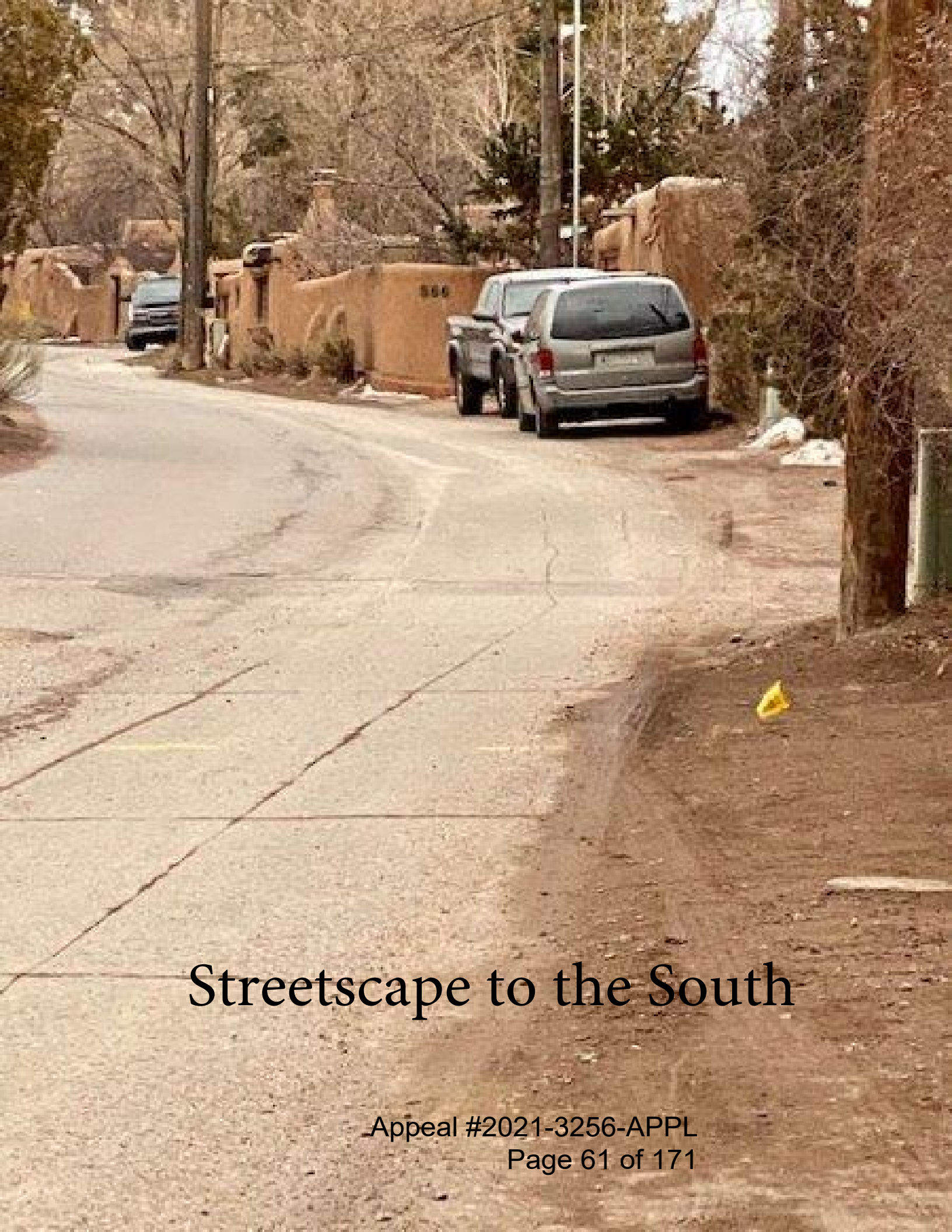
Streetscape South



Streetscape Southward



Streetscape to the North

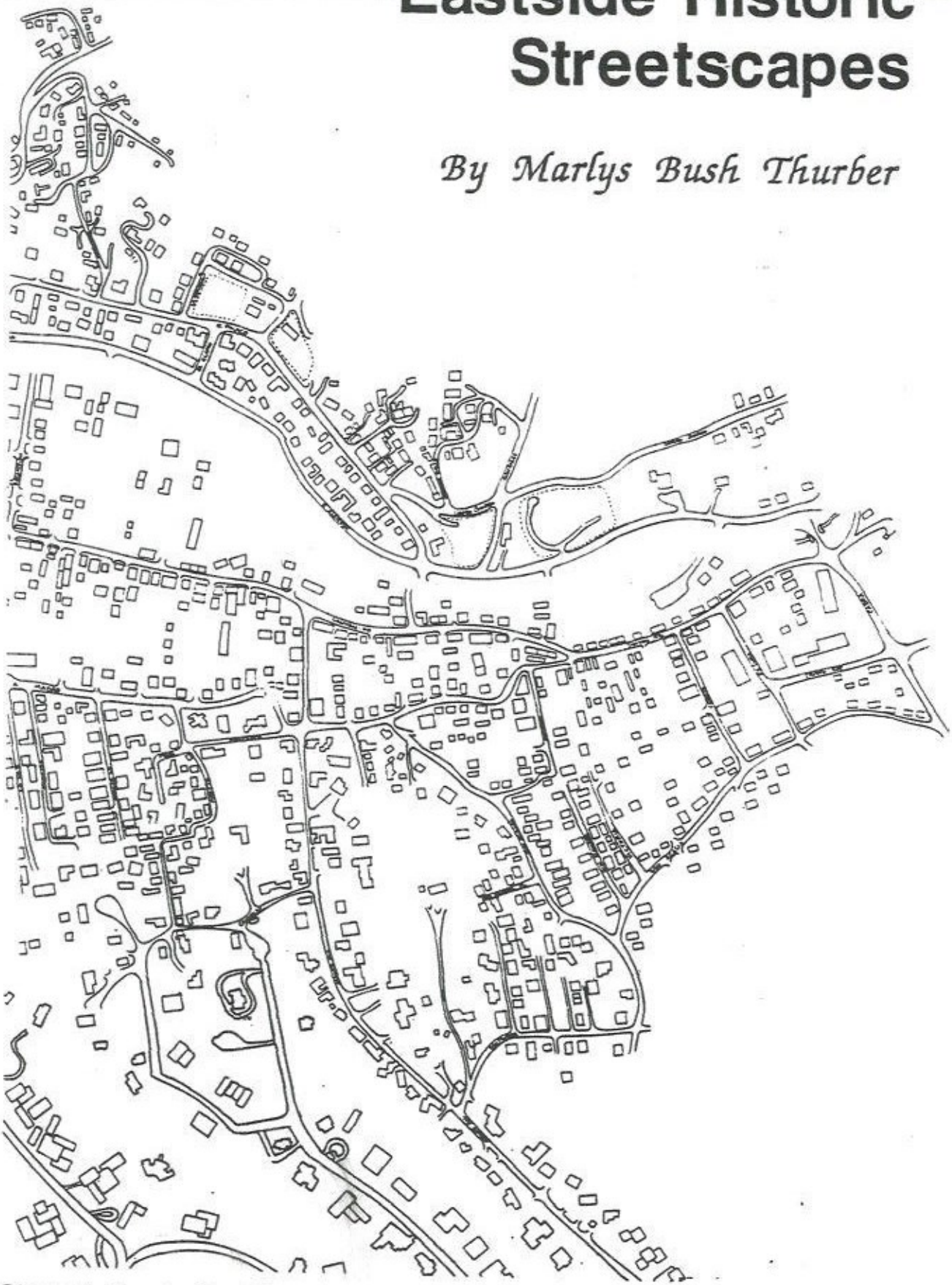


Streetscape to the South

Appellant's EXHIBIT 7 Eastside Historic Streetscapes

Eastside Historic Streetscapes

By Marlys Bush Thurber



City of Santa Fe Planning Department

EASTSIDE HISTORIC STREETSCAPES

An Analysis of Corridors and Adjacent Settlment Patterns in Santa Fe's Core Historic District

by Marlys Bush Thurber

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87504

Funded by a Grant from the National Park Service
through the New Mexico State Historic Preservation Office

SOUTHWEST ARCHETYPES
5 Plaza Fatima
Santa Fe, New Mexico 87501

September 1989

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Corridors and Adjacent Settlement Patterns on Santa Fe's Historic East Side

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Major Arterial 3

Village 3
Compound 4
Subdivision 5
Estate 6
Anomalies 6

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On the Acequia (Acequia Madre) 17
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THE CAMINO (Camino del Monte Sol)

Historical Note

From early times the Camino was "an old wood-gathering trail" known as Corral Road; later it was called Telephone Road "after the telephone poles which entered the town along it." At the urging of artists who had begun to settle on the road around 1920, it was changed to its present more picturesque name ("Camino del Monte Sol Historic District" National Register Form:14). In 1988, the Camino and surrounding area was listed as a district on the National Register of Historic Places.

Physical Description

The Camino del Monte Sol might be known as the "Street of the Artists and Otherwise Affluent in Charming Pueblo Revival Houses on Huge Lots Behind High Walls" if the Hendersons hadn't already renamed it for the area's most prominent natural feature. In recent years it has been the subject of extensive historical and architectural documentation; consequently, a lengthy restatement is not required here.

Building Types and Styles

T/E The Camino as a whole is a deceptively simple streetscape filled with artistic devices. Its Pueblo Revival buildings are built up form upon form, the material bending and flowing as if poured from the earth. It has balance, rhythm, juxtaposition and contrast, all emanating from the humblest of materials. It has the contradiction of massive buildings and human scale. The pattern is the estate on the trail; a perverse combination of humble elegance and refined rusticity.

Block Form

Along several stretches there is strong continuity of form in the high walls at pavement edge creating a single undulating plane. Buildings behind are partially visible or blocked from view. The Cinco Pintores houses, as one example, are tied directly into the exterior street walls.

Street Section

Like Canyon Road, Garcia, and Old Santa Fe and Pecos trails, the Camino del Monte Sol has humble origins as a foothills trail. With these, it shares the same characteristic features: a significant change in elevation; a naturally winding and curving form; relative narrowness. Paved, but without curb and gutter, and lacking sidewalks, the road seems to have a life of its own as it winds gradually up to the mountains and back down to the river canyon.

Landscape Features

The Camino shares much of the character of the eastern part of Canyon Road. There are no street trees, but groupings of tall deciduous trees and conifers rise above the high walls. Dry-tolerant natural brush such as chamisa grows casually against walls at the pavement edge. Overall there is less emphasis on vegetation than built surface. Here too, the architecture can stand on its own merits.

Walls and Fences

Strongly dominant are high, sculptural walls with aged wooden gates, frequently panelled or heavily carved. These walls have the look of real adobe, and most are. Fences are rarely seen, mostly on the upper portion.

Characteristic Buildings

The houses along the Camino tend to be more exemplary than characteristic. The smaller, more humble ones extend south for a short distance from Camino del Poniente.

Exemplaries — Many: "significant" structures are listed in the 1984 historic survey report (Belshaw 1984:46). All dating from the 1920s, except as noted, these are, roughly from north to south: #408, Hugh Sener House; #405, Cruz Romero House; #409, Laura Gilpin Studio (before 1912); #439, Mary Austin House; #503, Alice Clark Meyers House; #452, Gordon Street House; #507, Datus Meyers House (before 1912); #520 Dasburg Jacal; #524, Dasburg House; #538, Willard Nash House #1; #542, Will Shuster House; #555, Will Henderson House (before 1917); #550 Will Shuster House #3; #558, Walter Mruk House; #566, Willard Nash House #2 (compromised, see below); #576, Josef Bakos House; #580, Will Shuster House #2; #557, Will Henderson Studio (before 1932); and #586, Fremont Ellis House.

Onions — At #566, Willard Nash House #2, the 1988 illegal demolition of the street-front garage which had been built integrally with the wall seriously compromised the historic integrity of this Cinco Pintores property.

Design Objectives

To preserve and maintain the traditional, historical aspects of the Camino, including its single-family, residential character.

To maintain the historic scale of the street, including its overall horizontality punctuated by an occasional stepped-back second story.

Design Standards

Maximum Building Height — One story. Second story permitted by Special Exception.

Maximum Lot Coverage — To meet existing zoning requirements.

Building Placement and Setbacks — As existing.

Minimum Open Space — No requirements.

Landscape Treatment — Required in yards.

Visible on-site parking areas should be landscaped and separated from the street by medium-height or high walls.

Height of Walls and Fences — Walls strongly encouraged. No restriction on height except at corners to allow visibility for vehicles.

Placement of Parking — No requirement.

Sidewalks and Portales — Neither characteristic nor warranted.

EXHIBIT

B

ITEM # 21-0084

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #2020-3006-HDRB
Address – 542 Camino del Monte Sol
Agent's Name – Carlos Kinsey
Owner/Applicant's Name – Laura Chock

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on February 9, 2021.

BACKGROUND

542 Camino del Monte Sol is a single-family residence listed as significant to the Downtown and Eastside Historic District. It was constructed in the Spanish Pueblo Revival style prior to 1928. The property includes a yard wall along the street, which is probably adobe, and a garage. In Case #2021-002959-HDRB, heard on January 12, 2021, the Board designated the yard wall (excluding the non-historic gate) and the garage as contributing. The Board designated the front (east) elevation of the garage as the primary facade. The property also includes a coyote fence, located south of the driveway and edging the front yard.

The one-bay garage is located on the north side of the property, constructed on what is now the lot line. It appears that the garage was once a two-bay garage, but changes made after 1978 altered the garage significantly so that the structure is now divided into two garages in separate ownership on either side of the lot line, separated by a yard wall. This case involves only the portion of the garage structure located at 542 Camino del Monte Sol. The front (east) façade of the garage contains two historic wooden swinging doors, which are now below ground level and in poor condition. The west façade has a single non-historic door, and the south façade has no openings.

At this hearing, the Applicant proposed four (4) items as follows:

1. Replace the front gate within the yard wall. The existing small 4'x4' gate provides little security and is in poor structural condition. The new proposed refurbished gate is 4'x 6'8" with a stucco top, exposed header, and exposed side jambs. The proposed solid wood gate will be stained Sherwin Williams "Chestnut" color, and the stucco top and stucco sides will match the existing yard wall stucco color, El Rey "Desert Rose." The new gate is intended to provide more security.
2. Replace the existing small 3'x4' side gate with as similar gate as described in Item 1 above.
3. Replace the coyote fence with a stucco yard wall of the same height. The stucco color would be El Rey "Desert Rose" to match the existing.
4. Remove the existing wooden outswing garage doors, which are historic. The doors will be replaced with a stuccoed El Rey adobe concrete block wall and waterproofing and four high windows, which will be 2'x2,' refurbished single-pane true divided-lite wood windows. The window color will match existing window color (Sherwin Williams 6937 "Teal").

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the Application appears to meet the underlying zoning standards set forth in the Santa Fe City Code ("SFCC").
2. Historic Preservation Division Staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the Application.
3. Historic Preservation Division Staff Recommendation: Staff recommended denial of the exception required for Item 4, finding that the exception criteria had not all been met. Staff noted that the Board may find the criteria satisfied upon further testimony and evidence at the hearing. Staff otherwise recommended approval of the proposed project and found that the application complies with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts; and 14-5.2(E), Downtown and Eastside Design Standards.
4. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
5. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
6. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
7. The residence at 542 Camino del Monte Sol has been designated as a significant structure.
8. Under SFCC Section 14-12-1, a "significant structure" is "a structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant: (A) for its association with events or persons that are important on a local, regional, national or global level; or (B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places."
9. As set forth in the Historic Cultural Properties Inventory (HCPI), which was included as an exhibit to the Staff Report, the significant structure at 542 Camino del Monte Sol was the home of artist Will Shuster, who in 1926 created the first Zozobra, the "Demon of Gloom." Probably based on a Yaqui effigy burning tradition, Zozobra - then a modest 20' high puppet - made its debut on September 3, 1926, writhing under "weird green fires" in a vacant lot behind city hall.
10. The garage and yard wall have been designated as contributing structures.
11. Under SFCC Section 14-12.1, the definition of a "contributing structure" is "a structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains."

12. Under SFCC Section14-2.1, the definition of a "primary façade" is one or more principal faces or elevations of a building with features that define the character of the building's architecture.
13. SFCC Section 14-5.2(D)(1)(a) prohibits the "removal of historic materials or alterations to architectural features and spaces that embody the status" of a contributing structure.
14. Under SFCC Section 14-5.2(D)(5)(a), "[n]o opening shall be widened or narrowed," and "[n]o existing opening shall be closed" on a primary façade of a contributing structure.
15. The Applicant proposes to make alterations to the wooden garage door and garage door opening, which are located on the primary façade of the contributing garage structure.
16. Staff determined that an exception to SFCC Section 14-5.2(D)(1)(a) would be required for approval of Item 4 of the Application, and the Applicant requested an exception.
17. To obtain an exception, the Applicant was required to conclusively demonstrate that the three exception criteria set forth in SFCC Section 14-5.2(C)(5)(b) have been met.
18. Based on the information set forth in the Staff Report and exhibits, and the evidence and testimony presented at the hearing, the Board agrees with Staff's finding that the Applicant has not conclusively demonstrated that all exception criteria have been met.
19. Pursuant to SFCC Section 14-5.2(C)(5)(b)(i), the Board finds that granting the exception would damage the character of the historic district. The single-bay garage with historic wooden doors was designated as contributing to the character of the district, and granting the exception result in removal of the garage doors and replacement of the doors with a concrete block wall and four high windows, which would significantly alter the garage's contribution to the district and the streetscape.
20. Pursuant to SFCC Section 14-5.2(C)(5)(b)(ii), the Board finds that the exception is not required to prevent a hardship to the Applicant or an injury to the public welfare because issues related water damage and flooding could be mitigated through maintenance and renovation that retains the outward appearance and character of the historic garage.
21. Pursuant to SFCC Section 14-5.2(C)(5)(b)(iii), the Board finds that granting the exception would not strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts because the Applicant has failed to consider other design options, such as the construction of an interior wall with non-functional garage doors in front.
22. As set forth in the HCPI, the contributing yard wall is at least fifty years old, and its design complements the other low street walls along Camino del Monte Sol. The low stuccoed wall set is at the east edge of the property along the street. Approximately 75' in length, it varies in height from 4' to 5' above grade, with the tallest section at the south end. Its thickness is equally variable, shifting between 12" and 14" in width.
23. The proposed new front yard gate would include a tall, arched stucco feature.
24. At the hearing, the Applicant testified that the gate would be 6'8" tall, topped with an 8" lintel and 1' additional foot of stuccoed material to a total height of 8'4".
25. The proposed new front yard gate and stuccoed arch would be located in front of the chimney, which is an important sculptural element of the significant residential structure.
26. The Board finds that the proposed change to the front yard wall would alter the architectural features and spaces that embody the status of the contributing yard wall structure and render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape.

27. The Board finds that new yard wall gate and stuccoed arch would block the view of the chimney of the significant structure, which has existed for almost 100 years.
28. Under SFCC Sections 14-2.6(B)-(C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), 14-5.2(C)(5), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
29. Under SFCC Section 14-5.2(C)(3)(b), the Board has the authority to approve an application for alteration or new construction on the condition that changes relating to exterior appearance recommended by the Board be made in the proposed work, and no permit is to issue until new drawings or documentation, satisfactory to the Board, have been submitted.
30. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the Application as follows:

1. The Board has the authority to review and approve or deny the Application.
2. The Board denies approval for Item 1 (replacement of front gate).
3. The Board approves Item 2 (replacement of side gate).
4. The Board approves Item 3 (replacement of coyote fence with a stuccoed yard wall).
5. The Board denies the exception requested in the Application.
6. The Board denies approval of Item 4 (changes to the garage).

IT IS SO ORDERED ON THIS 23rd DAY of FEBRUARY, 2021, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios
Chair

2/27/21
Date

FILED:

Kristine Bustos-Mihelcic
City Clerk

3/10/21
Date

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

February 23, 2021
Date

EXHIBIT

C

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
February 9, 2021

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	1
A. Roll Call	Quorum Present	1
B. Approval of Agenda	Approved as Presented	2-3
C. Approval of Minutes 1. January 28, 2021	Approved as Amended	3
D. Findings of Fact & Conclusions of Law	Approved	3
E. Matters from the Public	Comments	3-4
F. Staff Communications	Comments	4
G. Old Business 1. Case #2020-002818-HDRB. 324 McKenzie Street Case	Approved	4-7
2. Case #2020-002983-HDRB. 209 Delgado Street	Approved	7-9
H. New Business 1. Case #2021-003048-HDRB 105 Calle La Pena	Approved with Conditions	9-14
2. Case #2021-003049-HDRB 555 San Antonio Street	Postponed	14-19
3. Case #2021-003057-HDRB 107 South Armijo Lane	Designation	19-24
4. Case #2021-003062-HDRB 350 Garcia Street	Approved	24-27

5.	Case #2021-003068-HDRB 1668 Cerro Gordo Rd.	Approved	27-28
6.	Case #2021-3058-HDRB 235 North Guadalupe Street	Designation	28-32
7.	Case #2021-3084-HDRB 235 North Guadalupe Street	Approved	33-34
8.	Case #2020-2954-HDRB 333 Sena Street	Denied	34-40
9.	Case #2020-3006-HDRB 542 Camino del Monte Sol	Approved in Part and Denied in Part	41-52
I.	Discussion Items	None	53
J.	Matters From the Board	Comments	53
K.	Next Meeting	Tuesday, February 23, 2021	53
L.	Adjournment	Adjourned at 11:10	54

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
February 9, 2021
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the above date at approximately 5:30 p.m. at a virtual meeting held at https://www.youtube.com/user/cityofsantafe.

A. ROLL CALL

Roll Call indicated the presence of a quorum as follows:

MEMBERS PRESENT:
Ms. Cecilia Rios, Chairwoman
Mr. Frank Katz, Vice Chair
Ms. Jennifer Biedscheid
Mr. John Bienvenu
Mr. Anthony Guida
Ms. Flynn G. Larson

MEMBERS EXCUSED:
Mr. Buddy Roybal

OTHERS PRESENT:
Ms. Nicole Ramirez Thomas
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa Byers, Stenographer

NOTE: **All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Historic Preservation Office and available on the City of Santa Fe Website.**

B. APPROVAL OF AGENDA

MOTION: Vice Chair Katz moved, seconded by Member Guida to approve the agenda, as presented.

VOTE: The motion passed by unanimous (5-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz and Larson voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. January 28, 2021

Chair Rios requested a change on page 34, Questions for Staff, "Chair Rios asked to see..." last sentence should read "she thought the door could be replaced with a window."

MOTION: Vice Chair Katz moved, seconded by Member Biedscheid to approve the HDRB Hearing Minutes of January 28, 2021, as amended.

VOTE: The motion passed by majority (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor, none voting against and Member Guida abstaining.

D. APPROVAL OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Case #2020-002483-HDRB. 524 Calle Corvo.
2. Case #2020-002975-HDRB. 918 Don Gaspar Avenue.
3. Case #2020-003017-HDRB. 213 Barela Street.
4. Case #2020-003005-HDRB. 111 Delgado Street.
5. Case #2020-002985-HDRB. 575 West San Francisco Street.

MOTION: Vice Chair Katz moved, seconded by Member Biedscheid to approve the Findings of Fact and Conclusions of Law as presented.

VOTE: The motion passed by majority (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor, none voting against and Member Guida abstaining.

E. MATTERS FROM THE PUBLIC

Stefanie Beninato asked about the obelisk plaque that disappeared that Ms. Paez was going to find out about. She said the plaque of the Cross of the Martyrs had also

strengthens the unique heterogeneous character of the city by providing a full range of design options that ensure residents can continue to reside within the historic districts. Vice Chair Katz seconded the motion.

VOTE: The motion passed by unanimous (5-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz and Larson voting in favor and none voting against.

Chair Rios told the applicant he could come back with a redesign or they have the option to appeal to the City Council and staff can guide him on that.

Member Guida noted that the Board presented the applicant with a way to meet the exception criteria that provides a satisfactory solution. Also, a point made earlier was that even as a 58-inch wall, staff has the ability to bring this to the Board. The Board is not just an ordinance police, they are also a design review board. If there is a concern this is not congruent with the character of the streetscape, the Board should review it even if it is below the minimum required height.

9. **Case #2020-003006-HDRB. 542 Camino del Monte Sol.** Carlos Kinsey, agent for Laura Chock, owner, proposes to replace a yardwall and 2 pedestrian gates, and replace a garage door with windows on a contributing residential property. An exception to Section 14-5.2(D)(1)(a) to alter features of a contributing structure. (Daniel Schwab)

STAFF REPORT

542 Camino del Monte Sol is a single-family residence listed as significant to the Downtown and Eastside Historic District. It is constructed in the Spanish Pueblo Revival style prior to 1928. It includes a probably adobe wall along the street and a garage on the northern lot line.

IN case 2021-002959-HDRB, heard on January 12, 2021, the Board designated the wall and the garage as contributing.

The garage is on the north side of the property, constructed what is now the lot line. It appears to have earlier been a two-bay garage, but changes have altered it significantly so that the structure is now divided into two garages in separate ownership along the lot line by a yard wall. The front (east) façade contains historic swinging doors that are below ground level that are in poor condition. The west façade has a single non-historic door and the south façade has no openings. However, it was significantly altered after 1978, compromising its historic integrity. It was mentioned as non-contributing in 2007 (case H#-0-40). This status was not formally designated by the board, and the status designation, presumably done by staff, was not done on the basis of a historical inventory.

For this reason, staff is requesting that historic status be revisited based on a newly completed HCPI.

The applicant now proposed the following:

1. Replace the front gate. The existing small 4'x4' front yard gate provides little security and is in poor structural condition. The new proposed refurbished gate is 4'x 6'-8" with a stucco top and an exposed header and exposed side jambs. The proposed solid wood gates will be stained Sherwin Williams "chestnut" and the stucco top and stucco sides will match the existing yard wall stucco color El Rey desert rose & provide more security.
2. Replace the existing small 3'x4' side with as similar gate as above.
3. Replace the coyote fence with a stucco yard wall of the same height. The stucco color El Rey desert rose to match the existing.
4. Remove the existing outswing garage doors which are no longer functional and result in flooding. They will be replaced with a stuccoed El Rey adobe concrete block wall and waterproofing and refurbished single pane wood windows. The window color will match existing window color (Sherwin Williams 6937 teal). This item requires an exception to Section 14-5.2(D)(1)(a) to make alterations to the primary façade of a contributing structure.

STAFF RECOMMENDATION

Staff recommended approval of the proposed project and finds that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

Staff recommended that the criteria for an exception to Section 14-5.2(D)(1)(a) have not all been met. The Board may find that they have been met upon further testimony.

QUESTIONS FOR STAFF

Chair Rios asked if the garage will be used as a garage.

Mr. Schwab said it is used as storage. The garage sits below the level of the driveway and the doors do not operate.

Chair Rios asked the difference in height of the coyote fence and the height of the proposed wall.

Mr. Schwab believed it to be the same height as the wall in front.

Chair Rios asked if the applicant proposes to increase the wall height.

Mr. Schwab said technically there is an allowable maximum height, but where a wall goes around, a window or door is allowed to exceed that. This is such a case. This is a similar discussion to the last case. As he understands, the view of the contributing structure is not protected by Code but isn't a reason to deny the raised gate opening.

Vice Chair Katz noted that the pictures show the gate in front of the door and directly in front of the chimney. The chimney was built by Will Shuster in the 1920s and hasn't changed since. He found it outrageous they would want to block that.

Mr. Schwab said his understanding is that a view is not protected.

Vice Chair Katz said that may have to be dealt with. He said he couldn't go along with the misrepresentation of the gate on the drawing. Regarding the garage, it appears as it did when it was built. He said last month the Board decided this is a contributing building. Now they want to blow that up and it isn't right. They may want more light, but they have a south facing wall. That would not only let in light, but warmth. He couldn't see the Board finding that the exception was met in order to destroy a primary façade.

Mr. Schwab pointed out in his staff report he recommended the criteria had not been met for the garage portion of the proposal.

Member Guida asked what specifically wasn't met on the exception criteria.

Mr. Schwab referred to his report. He had written regarding the character of the district that the goal is to secure the structure from water damage. Staff believes there is a way to maintain the historic openings or appearance such as erecting a wall inside the doors. They could leave them as they are; repair the doors and keep the opening the same and shore up the structure inside from water damage. He wrote that he agreed there is hardship because of the water damage. Something has to be done to preserve the building, but there are other options to what is needed. In terms of addressing the full range of design options, he recommended the exception criteria had not been met because there are alternatives offered to the design.

Member Guida found the case interesting. Raising the wall around the gate, which they have a height exception for, is in no way the same as the last case. There we were looking at a wall at a consistent height that would prevent the view of a contributing structure. This is just raising the height around the door and on the street and the yardwall you can see into the front yard.

He thought this was the folly of designating yard walls and boundary walls as contributing, in general. He couldn't see how this takes away from the contributing house. It is contributing, not significant. It is important to note that just as invisibility is not the standard we have from harmony in the historic district, strict originality is not the standard

we should have for integrity. The alteration to the wall to create a gate and the alteration to the front of the garage to replace the door with windows, are solutions that maintain the integrity of the property. That is how it would have been done historically. Also, it is clearly indicated what was there before when the alteration is done. To him that is a smart way of dealing with a contributing, not significant, structure in making changes. These things should not be trapped in amber arbitrarily because we think originality is important. That is not what we are chasing. We are chasing integrity and contribution to the district. He couldn't see how the two alterations would mar the building in any way. Especially when the Board allowed earlier an addition in front of a significant structure.

Member Biedscheid asked to confirm that the residence is significant, the wall and garage are contributing, and that the garage door is considered part of the primary façade.

Mr. Schwab agreed that the residence is significant and the wall and garage contributing. The garage door is part of the primary façade and the opening is a question of its age.

Member Biedscheid asked if staff's assessment is an exception is not required for changes to the contributing wall.

Mr. Schwab replied an exception is not needed. He asked Ms. Ramirez Thomas to comment.

Ms. Ramirez Thomas said the Board could call for a change in style and alteration of historic material since the wall is contributing. Mr. Schwab was looking at the ability for applicants to have a tall door-sized gate with an arch detail above it. She said in her opinion a contributing wall would change the opportunity for that.

Vice Chair Katz thought Mr. Schwab was saying that the height exception is allowed if you have a door like that higher than the wall is allowed. That is very different than changing a contributing wall. If you change the design and appearance of the contributing wall, that will require an exception.

Mr. Schwab indicated that alterations that would cause a structure to lose its status would be prohibited without an exception. An exception has not been applied for because it was not thought that this would cause the structure to lose its status.

Member Bienvenu asked how high the proposed wall is over the gate.

Mr. Schwab thought it 6 foot 5 inches. He suggested asking the applicant.

Member Bienvenu asked what allowable height would be if they allowed the height requirement to that opening.

Mr. Schwab said he would have to refer to his files.

Member Bienvenu indicated this was more than a simple arch over a gate. It is significantly higher and much wider than it needs to be. He asked if Mr. Schwab would agree that it is a large area much higher than the rest of the wall.

Mr. Schwab said it appears to be 7 feet 6 inches on each side of the gate plus 4 feet for the gate. He agreed it was possible to make it less.

APPLICANT'S PRESENTATION

Carlos Kinsey and Laura Chock were both sworn in.

Mr. Kinsey, 3600 Cerrillos Road, Unit 205, said there was no intent to mislead anyone with the architectural drawings. Drawings tend to be flat and on that point the gate is not aligned on the chimney or the front door. If he had taken it two feet to the right it would align with the door and two feet left it would align with the chimney. There is no intent to misrepresent anything. He thought the Will Schuster chimney fantastic and a great and unique feature, as well as the arch in the gate. Walking by you can see the chimney just fine, and then for a few seconds you can't see it when you are in front of the gate proposed, and a few seconds later you see the entire elevation of the house. He asked that the Board not be misled by the two-dimensional, flat drawing. There is no proposal to raise the entire wall.

On the other point of the general slope from the top of the gate, he thought it a nice soft way to address the gate. Without that there is a long linear wall with a pop-up for no reason. He thought a tapered approach was a graceful solution. A gate that is 6'8" is not unusually large and is the standard door height. A four feet wide gate opening is not unusual nor generous, especially for a pair of gates as proposed. He thought adding windows to the garage door was also a good solution. The windows with the cross mullions in the same teal color will tie into the windows on the main house. The garage currently looks exactly like it was, an afterthought. A very large garage that was divided in half. Now half of it is on the adjacent property and half on this property and someone has put on garage doors. The doors may or may not be historic but there is nothing significant or architecturally outstanding about them. They are just vertical planks. This would be a poor example to preserve.

Again, if they don't address the water problem that is rotting the doors and the structure, that wouldn't serve the H-board or the owner. It wouldn't serve the district because the structure is not functional as it is now and cannot be used for a garage or storage. Allowing it to deteriorate wouldn't serve anyone. If anything is blocking the view corridor, it is the historic tree. He asked if the Board dictates that owners cut trees down

in order to see something historic. He thought that a narrow focus to what he believes is a thoughtful solution.

Mr. Kinsey said we are trying to balance preserving the historic and giving the owner a sense of privacy. That was the reason for proposing the entry gate and enclosing the side. The owner is a single woman and wants a sense of security. He thought just because someone purchases a historic home that doesn't preclude them from privacy.

Ms. Chock, 542 Camino del Monte Sol, said with respect to the gates her main concern has always been safety. The gates in the front courtyard are rickety and don't close or latch properly. Her front gate is right on the road and her front door is steps away from the gate. She lives alone with her puppy and in addition to her security, constantly worries that her dog will escape through the gate and fence. She wants to secure her courtyard and feel safe.

She said regarding the garage, she wants to prevent further decay and if possible, use it. The doors don't work, and it is in terrible condition and it cannot be used other than an unsecured storage area, and it is infested with mice. She hasn't been able to keep herself because of the current state the garage is in. She visited her neighbor's home who had the other half of the garage and they made their garage into an entryway. It has no resemblance whatsoever to a garage. She would like the same opportunity to make the garage useful and keep the historic and beautiful garage structure.

QUESTIONS FOR APPLICANT

Chair Rios asked Mr. Kinsey to confirm if the stucco over the gate is 7'6" as proposed.

Mr. Kinsey replied no, the gate is 6 feet 8 inches high, and everything in total would be 8' 6" at the highest point. It then tapers down to the wall height of 4'6" tall. Regarding the question on the replacement of the coyote fence, that would be the same as the wall height.

Vice Chair Katz said he was concerned by the dismissal of what the Board is about, which is historic preservation. He said if you're going to preserve the garage, at some point maintenance will be needed. If the bottom is rotting it may require work on the ground so the water flows away from the structure; it may need work done on the bottom of the doors. The Board is charged with preserving the outside of the garage façade. Nothing prevents the owner from doing what they want on the inside to make the door secure.

He said he heard comments about the gate being rickety. They were told the back gate is not historic and there was a gate there previously that was historic. The gate can

be changed without having to change the nature of the contributing wall or blocking the house.

Vice Chair Katz said the coyote fence is not contributing and can be removed or they could repair the coyote fence. That would be secure enough to keep a dog inside and anyone outside probably better than a wall. It wasn't found to be historic and contributing and doesn't have to be preserved. What he is hearing is we really want people not to see us and we want security. That may be something they cannot achieve, and you give up things when you have an historic structure. There are many places around town where people have secure front gates, etc., and maybe this isn't the right neighborhood.

Member Larson said there is a culture about a "maintenance free lifestyle." Sometimes it does take a lot of work to make something last longer. They are fortunate they live in a forgiving climate when we select these characteristics and elements. When it comes to wood elements an application of oils is effective and inexpensive to maintain the element. When something is neglected for so long it inevitably will fail. That is what we are faced with now. But the answer isn't to completely alter that piece of the property in favor of "maintenance free."

Regarding the comments about architectural renderings not reflecting what is proposed, that is problematic. She asked how the Board could approve something they don't know about. She wants to do justice for the wall and the Board has designated the wall as contributing. Adding a substantive amount of detail and height and changing its character is not appropriate. It was designated as contributing for a reason.

Member Guida said he did not believe the principal task of the Board is preservation. Our ordinance is not set up for that and we do not do preservation in the manner that it is done by the National Park Service or the standards of the Secretary of the Interior. The Board's job is to manage change in a way that maintains the harmony and character of the historic districts. Not preserving an amber historic material at the exclusion of all other dimensions of preservation. Which are cultural and how the buildings can be used by the current inhabitants, and those buildings due to changes over time.

He said this house is significant and stricter standards should be applied to structures associated with things important or that have a strict designation. The elements being considered are merely contributing, and he thought one is highly questionable to designate as contributing. The applicant has proposed a sympathetic way of modifying an element that would have been done historically. It is a way consistent with the rest of the property and is a way that marks what was there before and doesn't significantly change its intent or configuration, and in the case of the gate, a way that is allowed by right. And with the garage, in a way that keeps the original openings, header, all of the elements there.

Member Guida said if the Board expects to manage change, we have to allow homeowners to make changes to their structures in ways they were done historically. They may require an exception or review, but the Board should be open minded enough to find that these things do not damage the character of the district. They certainly don't damage our understanding of the significant structure here.

He thought this is a no-brainer and any question about the representation or design is off the table. This is a well-represented project and in terms of design response, is incredibly well considered. The Board would not be doing the right thing by turning this down

Member Biedscheid didn't think the exception criteria had been met and the additional testimony wasn't enough that she found the responses were sufficient. Specifically, she didn't hear about any alternative designs considered to come to the conclusion this is the right option. On the damage of the streetscape and the character of the district, this does change how this contributes to the streetscape. The fireplace was a tourist attraction at one point and the sculptural elements on the street are valued. That would be lost if blocked by the increase in wall height that is extreme. She asked the applicant if a design option had been considered that didn't include the stucco mass of the gate. At this point the only part of the proposal she would support was the change to the coyote fence.

Mr. Kinsey said in response to "maintenance free", there is nothing in the proposal thought to be maintenance free. We have proposed two refurbished wooden gates, so that is not an issue. In response to how to judge the proposal if you can't trust the drawings. Well, you look at it. That is why it is so important that staff do the site visits and not just rely on two dimensional drawings. He said, "For a Board member to suggest to the owner that maybe they need to move out of the historic district because they can't modify a gate or garage door, that is outrageous, and I take huge umbrage to that."

The design is incredibly and thoughtfully considered. The goal should be, yes to preserve the character of the neighborhood and the architecture. That is why the house has a significant designation. But, these structures, this architecture cannot become an artifact. It has to be allowed to live and breathe and move into the future, or it will lose all relevance. If this process becomes arbitrary, people will try to do whatever they can to avoid it. That isn't what any of us want. We don't want people doing things without getting approval and that is why we are going through this process. But it needs to be thoughtfully considered. To suggest that an owner should move because they thoughtfully brought a proposal is outrageous.

Vice Chair Katz said the Board hears all the time, "Well this isn't suiting the owner's needs, they want greater security; they want more privacy; they want windows enlarged on a primary façade." He doesn't want the owner of the house to leave or move or get

out of the district. But if complying with preservation rules of the ordinance means it doesn't suit their needs, that is a problem.

Vice Chair Katz said the ordinance has two aspects; one is style. The gate is done in an appropriate style, but there is also the preservation aspect. With respect to Member Guida's comments, in some respect it *is* preserved in amber. That is what preservation is all about. The district is only 20% of the City and the really strict part even less. Preservation rules only apply to a very few significant structures and those are the ones that really count. In some districts you can make changes, but this is the most primo street by a primo historic figure in Santa Fe, and the restrictions are higher. And they should be.

Ms. Ramirez Thomas said preservation is discussed in 14-5.2(C). There is the National Register of Criteria in 14-5.2(A) and there is a big distinction between local preservation standards, which can be significantly more restrictive and tailored to a community than the federal level. So, the ordinance does include preservation as well as styles.

Chair Rios said the Board is about protecting and conserving. Those two elements are very important in all of our historic districts. We try to do our best in reviewing each project on its merits and applying the ordinance and listening to the applicants. These are not museums; this is your home, and you are trying to make something useful for you. The Board has to listen to what the applicant has to say, but we also apply the ordinance to conserve and protect. We are simply the stewards of these historic buildings and we will be gone one day. Hopefully, those who follow will continue to protect and preserve and conserve the buildings that have been built. Of course, changes will occur because people have different needs. In the vernacular architecture people started small and their families grew, and they kept adding. She grew up in a house like that.

Chair Rios said the Board has to take everything into account, but also have to follow what our ordinance dictates.

Member Guida said he agreed we have rules in our ordinance and the Board is charged with enforcing and interpreting them. We also have an exception process and a review process. That allows this local Board the latitude in expressing its values publicly and through the review of the projects in the historic districts. He thought a narrow strict interpretation of preserving materials and minor details at the expense of a bigger picture. Items which are also being preserved in this case with the wall, its configuration, materiality, its sensibility and design elements, and with the garage massing and scale, etc. A focus on such narrow things as the gate as it is, the door the way it is. It is extremely narrow in terms of scope of what we are dealing with and in terms of architecture. And narrower in terms of when we are dealing with the public, the homeowners and their ability to make changes. And it is exceptionally narrow with who we are excluding from this process. This is a costly and time-consuming process for

property owners. The very buildings we say are the most important character defining buildings of all of the districts, change over time, as Chair Rios pointed out. Windows were replaced with doors and vice versa; rooms were added on in a sympathetic way to the original structure. Denying the applicant, and not considering exception criteria in this case on mere contributing elements, minor elements of the property, that allows them to evolve over time in a way that is consistent and doesn't damage a significant structure, is really short sighted. He thought this is arbitrary and cruel and not the intent of what the Board is charged with.

Ms. Chock said she feels that Vice Chair Katz minimized her need for security and safety. Especially on a gate that is not even contributing that she wants to replace with something more secure that can be locked. This is not a question of just wanting to make a change to the property. How dare she should want to be safe in her own home. That statement offends her. She is from New Mexico and loves New Mexico and Santa Fe. Her thought is, especially if this is an allowable exception in which the height requirement doesn't apply, why would they deny the front gate security. She couldn't understand the reasoning. She said frankly she had already bought a gate and hoped to use it. This is a cruel way to treat an applicant. She isn't changing anything significant and she isn't changing the property, she was adding to it and making it useful. She said she was confused by their dialogue and offended by the comment, "Get out if you can't take the historic neighborhood." She loves the historic neighborhood. That is why she moved to it and as a New Mexican she appreciates it on a different level.

Ms. Ramirez Thomas said the Board wasn't looking to discuss use, this is about design and preservation. They know that the front wall where the coyote fence is, and the proposed wall design is not contributing. They know that the front wall and the garage is contributing. Those three things are under discussion. The Board has the option to deny the exception for the garage and ask to postpone for a redesign. Also, on the front wall the Board can ask for a change in the style but then an exception for a change in the style.

Vice Chair Katz apologized to the owner. He said the problem is so often the expressed desire, which is reasonable, is one for security. But security can be provided in a way that is less large. The applicant has listened to the Board's comments. He understands if they want security or a wall that provides privacy from the road. But the applicant could have a very secure gate at the front that people can see through. The wall is only 4'6" and easy to vault over and isn't as though a tall addition in the middle of a contributing wall will protect the front. It is unfortunate that in front of the gate is an incredible feature and one of the most significant in the early years, of a significant house. He believes there are alternatives and urged the applicant to consider what would make this work with as little difference as possible.

Vice Chair Katz thought it correct that alternatives have not been explored regarding the garage. The design is lovely but that isn't the issue. It is preserving what is there and meeting the applicant's needs. He encouraged the applicants to follow Ms. Ramirez Thomas's advice and consider a couple of redesigns.

PUBLIC HEARING

Stefanie Beninato, previously sworn, said the purpose section says qualities relating to history and residents should be preserved. There are other design options for the garage. A curb on the outside would prevent water from coming in. It can be secured by alterations from the inside. Seeing a significant building is important and the excessive archway will block that. They could reinforce the current archway and make a taller gate that has slotted horizontals like the existing gate. Then people could still see the Will Schuster fireplace that is an attraction. There are alternatives that are less intrusive. Regarding security, the applicant can get an alarm or a Ring doorbell.

John Eddy, previously sworn, said he was sorry the discussion had become personal. Vice Chair Katz nailed it in the beginning and the photograph doesn't lie. You can see through the gateway a beautiful stone chimney built by Will Schuster. It is one of two he knows of on Camino del Monte Sol of that nature. The walls are deliberately low because the artists were proud to share their house and it was about sharing the artistic statements they were making. A gate such as proposed is obliterating a good degree of visibility of a significant structure and automatically degrades the significance of the structure. He encouraged the Board to send this back for redesign. He also thought the idea proposed by Ms. Beninato on the garage door is well-founded. There is probably a clogged drain that can be reopened, and a curb would further waterproof the structure. It would be egregious to add windows on the garage door. It affects the street scape, which is egregiously affected by these designs. He urged the Board to deny the proposal.

Marc Naktin, previously sworn, wanted to mention that he felt something was lost when they don't visit the site. He suggested even though everyone couldn't jump in a van, they could individually drive by to study the property. They could see the actual situation on many of the things people claim will jeopardize or block views by visiting the site.

Chair Rios explained that unfortunately the Board is not allowed to do field trips even individually.

Ms. Paez read from the ordinance, "*Members shall not inspect the site of any subject property except pursuant to a publicly noticed site visit that affords all parties the opportunity to attend.*" The intent is to rely on information presented as part of the hearing and the Open Meetings Act also requires that. She hoped they are on the verge of accommodating that again.

Mr. Naktin asked if they could present videos.

Ms. Paez said that is an option and staff would like to be able to accommodate that if they have adequate resources. She said it is a challenge unfortunately to find the extra time, resources and equipment, but it is not prohibited.

Mr. Natkin said he has seen this property. As mentioned earlier, you don't see the chimney except for a half a second when you walk by the entry gate but for the most part you can see the chimney. A visit would have helped to alleviate the issue.

Ms. Ramirez Thomas added that staff is open to receiving video, but a challenge is having the bandwidth to show the video, or similar technical challenges.

BOARD DISCUSSION

Ms. Chock said she wanted to make them aware that it is not correct to say the chimney was done by Will Shuster. This was one of Will Shuster's first houses and he lived there for a few months. She didn't know who did the chimney but was sure it was an artist of some sort, but it is not listed. She has researched who did the chimney but wasn't able to find anything.

Chair Rios said she heard that Frank Applegate had something to do with building the homes on Camino del Monte Sol, but she couldn't verify that.

MOTION: In Case #2020-003006-HDRB, 542 Camino del Monte Sol, Vice Chair Katz moved to deny the application for the garage on the basis that the exception criteria were not met as clearly laid out by Member Biedscheid; and approves the coyote fence and gate on the north elevation; and denies the proposal for the gate and height of the wall in front because it would double the height of the wall and makes the wall incompatible with the streetscape, and the addition to the height hides the chimney that has been there since the 1920s and there are other alternatives to provide the security the owner seeks. Member Bienvenu seconded the motion.

VOTE: The motion passed by majority (4-1) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor and Member Guida voting against.

I. DISCUSSION ITEMS

Mr. Schwab said there have been discussions about digital packets and the glitches are being worked out. He encouraged the Board to submit distilled comments to the acting division manager on problems with the packets.

Vice Chair Katz stated he was the one who raised the issue and is seeking guidance from his fellow Board members. The packets have been the same for a long time, but it was always easier when there were physical papers. The last page or so usually had what was existing and what was proposed of the project. With the digital they are looking at their packet and at the digital Zoom screen where staff displays things not in the packet but things that are helpful. He doesn't want to miss that, but it puts them at a disadvantage. He was curious about the thoughts of others on visual versus digital.

He apologized for being so obnoxious, "rude" was the expression.

Chair Rios said sometimes both sides, the homeowners and the Board members get very passionate. They need to treat everyone with respect in order to get respect. She understood the point Vice Chair Katz was trying to make and thought he was really trying to say when shopping in historic districts there are restrictions. People should get familiar with the requirements of an historic district and if that doesn't suit their needs because of the restrictions, there may be other places better suited for their needs. She said this isn't the first time and won't be the last for people before the Board to become passionate on things.

She thought the idea with the packet is to save on the paper. She makes a copy of the agenda and reads through the packet and makes notes. Members can print the existing and the proposed if that helps them reach a better decision.

J. MATTERS FROM THE BOARD

Ms. Ramirez Thomas offered to send them ideas on better visuals via an email for their feedback.

Vice Chair Katz suggested staff could print their cases to avoid having to look at the Zoom screen while managing their screen.

Ms. Paez said she didn't mind sharing the screen and her screen is big and allows her to put a lot on it.

K. NEXT MEETING: February 23, 2021

L. ADJOURNMENT

Chair Rios adjourned the meeting at approximately 11:10 pm,

Approved by:

Cecilia Rios 2/23/21
Cecilia Rios, Chair

Submitted by:

Melissa D Byers
Melissa D. Byers, Stenographer
For Byers Organizational Support Services

EXHIBIT

D

City of Santa Fe

Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

PROJECT DESC: Case #2020-003006-HDRB. 542 Camino del Monte Sol. Carlos Kinsey, agent for Laura Chock, owner, proposes to replace a yardwall and 2 pedestrian gates, and replace a garage door with windows on a contributing residential property. An exception to Section 14-5.2(D)(1)(a) to alter features of a contributing structure. (Daniel Schwab, DNSchwab@santafenm.gov, 955-6660)

CASE NUMBER: 2020-003006--HDRB

PROJECT TYPE: Remodel

LOCATION: 542 CAMINO DEL MONTE SOL
Santa Fe, NM 87505

CONTACTS:	Property Owner	Laura Chock	542 CAMINO DEL MONTE SOL Santa Fe, NM 87505
	Applicant	Carlos Kinsey	

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on Feb 09, 2021. The decision of the Board was to deny item 1 (front gate alterations), deny item 4 (garage alterations), approve item 2 (side gate replacement) and approve item 3 (side yardwall construction).

For further information please call 505-955-6605.

Sincerely,

Daniel Schwab

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

EXHIBIT

E

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
February 23, 2021

ITEM	ACTION TAKEN	PAGE(S)
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A. Roll Call	Quorum Present	1
B. Approval of Agenda	Approved as Amended	2
C. Approval of Minutes		
1. February 09, 2021	Approved as Amended	2
D. Findings of Fact & Conclusions of Law	Approved	3
E. Matters from the Public	Comments	3-4
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G. Old Business		
1. Case #2020-002813-HDRB 247 Anita Place	Approved as submitted	4-8
2. Case #2020-002916-HDRB 481 Arroyo Tenorio	Approved with conditions	8-18
3. Case #2020-001979-HDRB 631 Canyon Road	Approved as submitted	18-21
4. Case #2020-003113-HDRB 113 Staab Street	Approved with conditions	21-27
H. New Business		
1. Case #2020-002791-HDRB 530 Garcia Street	Postponed	27
2. Case #2021-003109-HDRB 128 West Berger Street	Approved as recommended	27-29
3. Case #2021-003110-HDRB 128 West Berger Street	Postponed for redesign	29-37
4. Case #2021-003111-HDRB 314 N. Guadalupe Street	Denied	37-48
5. Case #2021-003114-HDRB 630 Canyon Road	Approved as recommended	48-54
6. Case #2021-003119-HDRB 331 De Vargas Street	Approved	54-58
I. Discussion Items	None	58
J. Matters From the Board	Comments	58-59
K. Next Meeting	Tuesday, March 9, 2021	59
L. Adjournment	Adjourned at 10:54 pm	60

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
February 23, 2021
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the above date at approximately 5:30 p.m. at a virtual meeting held at https://www.youtube.com/user/cityofsantafe.

A. ROLL CALL

Roll Call indicated the presence of a quorum as follows:

MEMBERS PRESENT:
Ms. Cecilia Rios, Chairwoman
Mr. Frank Katz, Vice Chair
Ms. Jennifer Biedscheid
Mr. John Bienvenu
Ms. Flynn G. Larson
Mr. Buddy Roybal

MEMBERS EXCUSED:
Mr. Anthony Guida

OTHERS PRESENT:
Noah Berke
Ms. Nicole Ramirez Thomas
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Mr. Carl Boaz, Stenographer

NOTE: All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Historic Preservation Office and available on the City of Santa Fe Website.

B. APPROVAL OF AGENDA

Ms. Ramirez Thomas noted 324 Staab Street should be Case #4 under Old Business and Case #2971 at 530 Garcia is on the agenda but was postponed to March 23.

MOTION: Vice Chair Katz moved, seconded by Member Biedscheid to approve the agenda as amended.

VOTE: The motion passed by unanimous (5-0) roll call vote with Members Biedscheid, Bienvenu, Katz, Larson and Roybal voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. February 9, 2021

Member Bienvenu, page 23, second full paragraph reads, "The ordinance calls them nonconforming structures and states you *can* do anything…" should be "you can't do anything."

Ms. Paez, page 5, the next to last line, *victim* should be dictum. She asked that the line be revised and say, "*Here it wasn't relevant to the holding of the case and is what we would normally call dictum*."

Chair Rios asked on page 49, second paragraph "preserve in amber" is correct. Vice Chair Katz explained amber is a gooey substance from trees that insects are preserved in.

Ms. Bordegaray noted that Member Guida used the word to refer to Historic Preservation and not putting things in amber, meaning *in stone*.

MOTION: Member Katz moved, seconded by Member Larson to approve the HDRB Hearing Minutes of February 9, 2021, as amended.

VOTE: The motion passed by majority (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz, and Larson voting in favor and none voting against. Member Roybal abstained.

D. APPROVAL OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Case #2020-002818-HDRB. 324 McKenzie Street.
2. Case #2020-002983-HDRB. 209 Delgado Street.
3. Case #2021-003048-HDRB. 105 Calle La Pena.
4. Case #2021-003049-HDRB. 555 San Antonio Street.
5. Case #2021-003057-HDRB. 107 South Armijo Lane.
6. Case #2021-003062-HDRB. 350 Garcia Street.
7. Case #2021-003068-HDRB. 1668 Cerro Gordo Road.
8. Case #2021-003058-HDRB. 235 North Guadalupe Street.
9. Case #2021-003084-HDRB. 235 North Guadalupe Street.
10. Case #2020-002954-HDRB. 333 Sena Street.
11. Case #2020-003006-HDRB. 542 Camino del Monte Sol.

MOTION: Vice Chair Katz moved, seconded by Member Biedscheid to approve the Findings of Fact and Conclusions of Law.

VOTE: The motion passed by majority (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor and none voting against. Member Roybal abstained.

E. MATTERS FROM THE PUBLIC

Stephanie Beninato said regarding the house on Monte del Sol before the Commission last week about raising the wall height, that she noticed has a wire fence. Also, it has significant vegetation that makes the wall unscalable. Someone put a wire gate where there was coyote fencing and someone should check that out. She said she wanted to apologize and withdraw her standing objection on the case of Lee vs. Catron. She learned that the Supreme Court does allow the state agencies and public bodies to decide whether laypeople could represent laypeople at administrative hearings. Paralegals can represent with lawyer supervision, at the federal or state level and lawyers from out of state can have a local lawyer back them. When hired by a state agency they do not need a license.

Chair Rios agreed they could approach them on a friendly basis for discussion. She thought it appropriate and people would be open minded in Santa Fe to talk to a preservation Board.

Ms. Ramirez Thomas said she would contact them.

Chair Rios asked Ms. Paez the latest on field trips.

Ms. Paez explained that with yellow status it increases mass gatherings from 5-10 as well as gatherings in vehicles. The opportunity to caravan, or getting a van, is getting closer. The hope is to get to green and they are trending in the right direction.

She is continuing to watch the status. There is more flexibility now to get into a van and drive around, but 10 people cannot socially distance in a van. She is willing to explore options and mentioned it to Director Isaacson. He knows the importance of the trips to the Board regarding their work and is open to exploring it as well.

She is optimistic about the changes and encourages her to consider this as they continue to improve.

Chair Rios asked that she keep them posted.

K. NEXT MEETING: March 9, 2021

L. ADJOURNMENT

Chair Rios adjourned the meeting at approximately 10:54 pm,

Approved by:

_____
Cecilia Rios, Chair

Submitted by:

Carl Boaz, Stenographer
For Carl G. Boaz, Inc.

EXHIBIT

F

City of Santa Fe

Land Use Department | Historic Preservation Division

Plan Number: 2020-003006--HDRB

Project Description: Case #2020-003006-HDRB. 542 Camino del Monte Sol. Carlos Kinsey, agent for Laura Chock, owner, proposes to replace a yardwall and 2 pedestrian gates, and replace a garage door with windows on a contributing residential property. An exception to Section 14-5.2(D)(1)(a) to alter features of a contributing structure. (Daniel Schwab, DNSchwab@santafenm.gov, 955-6660)

Project Location(s): 542 CAMINO DEL MONTE SOL
Santa Fe, NM 87505

Contacts:

Property Owner:	Laura Chock 542 CAMINO DEL MONTE SOL Santa Fe, NM 87505	laura@laurachock-law.com
Applicant:	Carlos Kinsey	info@kinseyarchitecture.com

Historic District: HD: Downtown And Eastside

Historic Building Status:

Non-Statused: False Non-Contributing: False Contributing: True Significant/Landmark: False

Primary Elevations: Wall-cont.Garage-cont. E primary coyote fence NC

Publicly Visible Facade-East: Yes

Publicly Visible Facade-North: Yes

Publicly Visible Facade-South: Yes

Publicly Visible Facade-West: No

Historic District Inventory Number: H-742

Year of Construction: by 1928

Project Type: Remodel

Historic Building Name:

DATE: **February 9, 2020**

TO: **Historic Districts Review Board Members**

FROM: **Daniel Schwab, Senior Planner, Historic Preservation Division**

Case # 2020-003006-HDRB

Address: 542 Camino del Monte Sol
Historic Status: Significant
Historic District: Contributing

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

____ District Standards & yard wall & fence standards.

_x_ Historic Inventory Form

_x_ Zoning Review Sheet

____ Other:

APPLICANT SUBMITTALS

_x_ Proposal Letter

_x_ Site Plan/Floor Plan

_x_ Elevations

_x_ Photographs

____ Other:

STAFF RECOMMENDATION:

Staff recommends approval of the proposed project and finds that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

Staff Recommends that the criteria for an exception to Section 14-5.2(D)(1)(a) have not all been met. The Board may find that they have been met upon further testimony.

BACKGROUND & SUMMARY:

542 Camino del Monte Sol is a single-family residence listed as significant to the Downtown and Eastside Historic District. It is constructed in the Spanish Pueblo Revival style prior to 1928. It includes a probably adobe wall along the street and a garage on the northern lot line.

IN case 2021-002959-HDRB, heard on January 12, 2021, the Board designated the wall and the garage as contributing.

The garage is on the north side of the property, constructed what is now the lot line. It appears to have earlier been a two-bay garage, but changes have altered it significantly so that the structure is now divided into two garages in separate ownership along the lot line by a yard wall. The front (east) façade contains historic swinging doors that are below ground level that are in poor condition. The west façade has a single non-historic door and the south façade has no openings. However, it was significantly altered after 1978, compromising its historic integrity. It was mentioned as non-contributing in 2007 (case H#-0-40). This status was not formally designated by the board, and the status designation, presumably done by staff, was not done on the basis of a historical inventory. For this reason, staff is requesting that historic status be revisited based on a newly completed HCPI.

The applicant now proposed the following:

1. Replace the front gate. The existing small 4'x4' front yard gate provides little security and is in poor structural condition. The new proposed refurbished gate is 4'x 6'-8" with a stucco top and an exposed header and exposed side jambs. The proposed solid wood gates will be stained Sherwin Williams "chestnut" and the stucco top and stucco sides will match the existing yard wall stucco color El Rey desert rose & provide more security.
2. Replace the existing small 3'x4' side with as similar gate as above.
3. Replace the coyote fence with a stucco yard wall of the same height. The stucco color El Rey desert rose to match the existing.
4. Remove the existing outswing garage doors which are no longer functional and result in flooding. They will be replaced with a stuccoed El Rey adobe concrete block wall and waterproofing and refurbished single pane wood windows. The window color will match existing window color (Sherwin Williams 6937 teal).
   This item requires an exception to Section 14-5.2(D)(1)(a) to make alterations to the primary façade of a contributing structure.

EXCEPTION CRITERIA AND RESPONSES:

Exception to Section 14-5.2(D)(1)(a) Staff request an exception to make alterations to the primary façade of a contributing structure

(i) *Do not damage the character of the district*

Applicant Response: There is NO change to the existing Significant designated home and NO change in the building or site footprint. The proposed changes use the same architectural vocabulary, style, & materials as the majority of homes and garages in the existing neighborhood. The existing non-functional garage has a pair of out swinging doors that are no longer operational. To provide security and light, high windows are proposed to replace the existing garage doors. The proposed new windows will be (4) 2'x2' refurbished single pane true divided lite windows. Window color to match existing window color Sherwin Williams 6937 teal.
Staff Response: Staff does not agree with the applicant. If the goal is to secure the structure from water damage, then staff believes that there is a way to retain historic openings, or their appearance in a way that preserves the structure's history while securing the structure fro water damage.

(ii) *Are required to prevent a hardship to the applicant or an injury to the public welfare*
Applicant Response: The existing garage doors are definitely creating a hardship for the applicant. The existing outswing garage doors are no longer functional and are causing a drainage problem that is flooding the garage each time it rains. The driveway is sloped down into the garage doors. Further exacerbating the flooding issue is the finish floor of the garage is at approx. 1'-6" below the height of the driveway. To remedy this situation, it is proposed that the existing garage doors be replaced with high windows and the remaining garage door opening to be in-filled with a stuccoed El Rey adobe concrete block wall and waterproofing. The new windows will be (4) 2'x2' refurbished single pane true divided lite wood windows.

Staff Response: Staff agrees with the applicant. The doors must be replaced with an alternative.

(iii*) Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts*
Applicant Response: Replacing the garage doors with historic refurbished wood windows in the same color & style as the windows on the main historic house maintains the unique historic character of the Downtown & Eastside district and city. It is essential for our historic neighborhoods and homes to function and adapt to changing and future needs or they risk become historic artifacts instead of the living vibrant homes they were always intended to be. This is how we preserve history by making it functional and relevant now and into the future.

Staff Response: Staff does not agree with the applicant. Not all options have been considered. A wall could be constructed with non-functional doors in front.

Historic Cultural Properties Inventory (HCPI) Base Form (FORM 1)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only:
HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D

1. Name of property:	2. Location:	3. Local Reference Number: Santa Fe ID #: H-742 – Supplement
Shuster House No. 1 Howard and Elizabeth Patterson House Garage and Street Wall	542 Camino del Monte Sol *Downtown and Eastside Historic District*	4. County: Santa Fe Parcel #: 11117184

5. Property Type:
x Buildings: 1
x Structures: wall and fence
__Site __ Object

6. Date of Survey: November 12, 2020

7. Previous Survey Date(s):
_x_ Yes: June 14, 1983; October 1992
__ No:

8. Name of Project:
HDRB status review

9. Lat/Long:

35.6754395,-105.925582



10. Photo Information: Sharon Joyce, photographer. View of east (front) façade, facing northwest.

11. Brief Description of the Property:

The following is a supplement to the October 1992 Historic Building Inventory covering only the main house.

Street Wall

Set at the east edge of the property is a low stuccoed street wall. Approximately 75' in length, it varies in height from 4' to 5' above grade, with the tallest section at the south end (Photos 1 & 2). Its thickness is equally variable, shifting between 12" and 14" in width. The composition is unknown, but (based on its unevenness) it is likely adobe. No footing or foundation is visible.

Continued on Page 5.

12. Who uses the property? Residence

13. Construction Date: Unknown
Date: pre-1958
__Known _x_ Estimated Source: aerial photographs

14. Setting:
__ Suburban __ Rural _x_ Village __ Urban If Urban: __ Commercial __ Industrial _x_ Residential __Public

15. Relationship to Surroundings: _x_ Similar __ Dissimilar
Comments: N/A

HCPI Base Form (FORM 1) *(Continued from other side)*

16. Additional Perspective: (Photos, drawing, footprint, etc., indicate north arrow when possible)



Source: Office of the Santa Fe County Assessor

17. Surveyor:
(your name, address, telephone number, and any group affiliation)

John W. Murphey
Architectural Historian
Architectural History Services
505-577-7593/707-583-7819
John@archhistoryservices.com
w/ Sharon Joyce

For: Laura L. Chock

18. Owner (if known) and other knowledgeable people:

Owner: Laura L. Chock

19. Is Property Endangered? _x_ Unknown __ No __ Yes How?

20. Significance to Current Community: _x_ Unknown __ None __ Low __ Moderate __ High
Describe: Unknown

21. Other Significance or Information of Interest: (such as historical, legendary, structural, former ownership, etc.)
See Historical Overview.

22. National or State Register:

Is this property individually listed on a historic register? __ Unknown _x_ No __Yes
If yes: __ State __ National
If 'no' or unknown, do you think this property is eligible for listing? _x_ No __Yes
Why? See Evaluation of Historical Status.

23. National or State Historic District: City of Santa Fe

Is this property in a historic district? __ Unknown __ No _x_ Yes
If yes: __ Significant __ Contributing _x_ Non-contributing: Garage
_x_ No Status: Street Wall

If 'yes', what is the name of the district? __ State __ National _x_ City of Santa:
Downtown and Eastside Historic District

Recommend Street Wall, Contributing;
Garage, Noncontributing to Downtown Eastside Historic District, December 11, 2020

24. Supplemental Forms:

__ None _x_ HCPI Detail Form (FORM 2) __ Continuation Sheets, # pages: _____

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2*
HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D

1. Name of property:	2. Location:	3. Local Reference Number:
Shuster House No. 1/ Howard and Elizabeth Patterson House Garage and Street Wall	542 Camino del Monte Sol Santa Fe: *Downtown and Eastside Historic District*	Santa Fe ID #: H-742 – Supplement 4. County: Santa Fe 5. Date of Survey: November 12, 2020

ARCHITECTURAL AND CONSTRUCTION DETAILS:

6. Visible Construction Material: Garage

_x_ Adobe __ Brick __ Composition __ Concrete: Block

__ Concrete: Cast Stone __Concrete: Poured __ Earth Plaster __ Masonry: Simulated

__ Metal: Corrugated __ Metal: Structural Siding __ Metal: V-Crimp __ Stone: Random Ashlar

Stone: __ Random Coursed __ _Stone: River Rock __Stone: Rusticated __ Stone: Tabular

_x_Stucco: __ Tile: Clay __ Vinyl Siding __ Wood: Board and Batten

Wood: __ Horizontal Siding __ Wood: Jacal __ Wood: Log __ Wood: Shingle

__ Wood: Tongue and Groove __ Other:

7. Number of Stories: __ N/A
Number: _x_1 _x_11/2 __ 2
__ 21/2 Other:_____

8. Foundation: __ N/A
_x_ Not visible __ None
__ At Grade __ Raised: secondary treatment
Materials: __ Concrete: _ Stone
Other:
Notes

9. Roof: __ N/A

Shape: _x_Flat __ Gabled
__ Hipped __ Pyramidal
__ Shed Other:
Pitch: __ None __ Low
__ Medium __ Steep
Features: __ Eave:
_x_ Parapets
Materials: x Asphalt
__ Earth
__ Composition shingle __ Metal: Pressed
__ Composition Roll __ Metal: Corrugated
__ Metal: Standing Seam __ Metal: V- Crimp
__ Tile: Terra Cotta __ Wood: Shingle
Other:

10. Windows _x_ N/A

Operation	Material	Glazing	Number

11. Doors __ N/A

Type	Style	Material	Number
Single-Leaf	Glass	Wood/Glass	1
Double	Swinging (garage)	Wood	1

12. Chimneys _x_ N/A

13. Porches _x_ N/A
Type: __ Entry _x_Partial-Width __ Full-Width __ Wrap

14. Other Significant Features N/A

15. Modifications: x __ No known modifications

#1 Street Wall: Date- Post-1984, change of wood entry gate; period photograph
#2 Garage: Date- Post-1978, demolition or reconstruction of north half; aerial photographs, plat, and visible evidence
#3 Garage: Date- Recent, change of west elevation door and replacement and/or alteration of overhang; visible evidence

 (Continued from other side)

16. Primary Architectural Style __ Not Applicable

__ Art Deco/Streamline Moderne	__ Gothic Revival	__ Mission Revival	__ Pueblo	_x_ Spanish-Pueblo Revival
__ Bungalow/Craftsman	__ International	__ Neo-Classical	__ Queen Anne	__ Territorial
__ Colonial Revival	__ Italianate	__ Northern NM	__ Ranch	__ Territorial Revival
__ Folk Victorian	__ Mediterranean	__ Prairie	__ Spanish-Colonial	__ Tudor Revival

Notes: Other: Vernacular

17. Documents Available and Their Locations

New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
(505) 827-6320

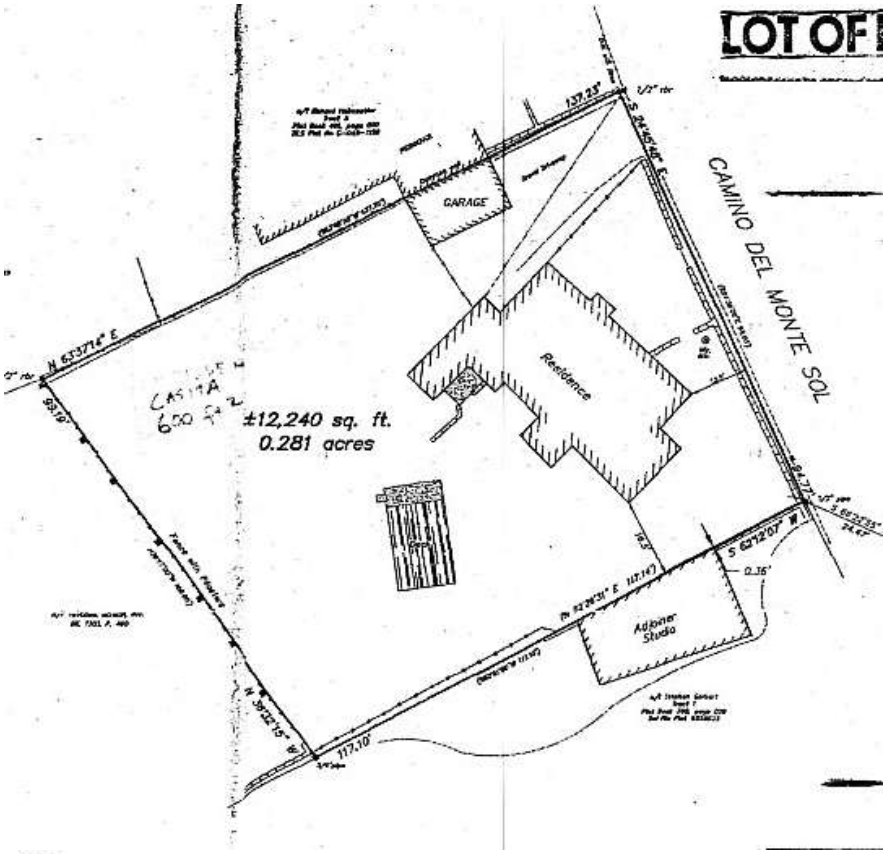
Historic Preservation Division
Land Use Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
(505) 955-6605

SITE:

18. Attached or Associated Properties

Are associated properties eligible for listing: N/A

19.Site Plan: Portion 2005 survey plat. Courtesy Sierra Land Survey



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Architectural Description Continued

Near its south end, corresponding with the house's front door, is a 4' opening. The opening has a non-historic wood slat gate with a flat diamond motif (Photo 3, Figure 1). A metal mailbox of recent vintage passes through the wall, just north of the entrance.

The wall's north end terminates with a flare. A short, stepped section is attached to the south end and is associated with the adjacent property.

Garage

Approximately 30' back from the street is the remnant of what historically was likely a two-bay garage. The roughly 216-square-foot, flat-roof structure shares its north wall with a structure on the neighboring property, originally part of the Garage (Photo 4).

The front (east) façade is fenestrated with a pair of swinging wood doors. The opening has a concrete threshold; an exposed wood lintel runs above. The doors are made of thin strips of stained weathered wood. Round-head wood screws with ogee washers fasten the strips to a non-historic framework. The panels swing out with light metal "T" hinges. Deteriorated at the bottom, the doors are fortified with plywood at the interior.

The rear (west) side of the Garage has a single opening holding a non-historic door (Photo 5). A recent overhang with a thin metal fascia caps this elevation (Photo 6). Neither the north nor south elevations have fenestration (Photo 7). The Garage has shaped parapets and is clad with a cementitious stucco finish matching the house.

Its interior is divided into two sections by a recent partition. The west portion, representing two-thirds of the structure, has a new floor made of mixed plywood and oriented strand board. A gray scratch coat covers the walls, and the ceiling is finished with sheetrock (Photo 8). The non-updated portion has a concrete floor. Its ceiling is exposed, revealing its likely original 2x10 joists and 1x10 decking (Photo 8).

Coyote Fence

South of the driveway and edging the front yard is a short run of latilla poles (Photo 9). The fence, at its tallest end, is approximately 4'-6" above grade. It consists of small, stripped poles, nailed and wired to a wood framework. A primitive slat wood gate gives

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entry to the yard. It is impossible to date such a structure, but the few observed nails are not of historical vintage.

Historical Overview

Will Shuster, the man who would kill gloom, arrived in Santa Fe in the spring of 1920, seeking health. Shuster and his first wife, Helen, lived in this house (Shuster House No. 1)[1] for only a short time. His artistic fingerprints are confined to building the house and some of its idiosyncratic features.[2] Other layers — walls, fences, garages, and multiple additions — came later. Still, a context for Shuster and subsequent artists who touched down at 542 Camino del Monte Sol is deserved and absent from earlier surveys. This background is meant to fill that void.

Will Shuster (1893-1969)

William Howard Shuster, Jr., was born in Philadelphia on November 26, 1893, the first child of parents William and Elizabeth Shuster. They lived in a rented brick rowhouse, in a neighborhood now going by the name of Olde Richmond, which was historically an area of Polish immigrants. His father worked at a hat factory; his mother kept home.[3] Tragedy struck in early 1904 when Shuster's younger brother, Clifford, died.

William Jr. attended local schools and initially prepared to be an electrical engineer at the Drexel Institute of Art, Science and Industry, an industrial school founded by Philadelphia philanthropist Anthony J. Drexel. During this period, he studied with J. William Server, who taught a graphics course at the Philadelphia Industrial Art School, a grammar school manual arts training program. In contrast to the artist's recent gallery biographies, Shuster's training was modest and likely limited by his working-class background.

[1] This follow's Michael Belshaw's assertion that the building represents Shuster's first home on Camino del Monte Sol. Other items in early surveys tie it to artist Walter Mruk. Michael Belshaw, *Camino del Monte Sol Architectural Survey* (Santa Fe: City of Santa Fe, 1984), 31.
[2] Daria Labinsky and Stan Hieronymus, *Frank Applegate of Santa Fe: Artist and Preservationist* (Albuquerque: LPD Press, 2001), 60. Labinsky and Hieronymus suggest that Frank Applegate built all the artists' homes, but they do not provide evidence of this. In addition, the idiosyncratic nature of Shuster's first and third homes does not match the mannerist approach of Applegate's documented designs.
[3] United States Federal Census, 1900, Census Place: Philadelphia Ward 31, Philadelphia, Pennsylvania; Page: 12; Enumeration District: 0776; FHL microfilm: 1241472.

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In 1917, at age 23, he enlisted in the army, being trained as an officer at Fort Niagara. The following year, he married Helen E. Hasenfus, a Philadelphia native of German descent. The young soldier, who would reach the level of First Lieutenant of Infantry, saw action in several significant battles on the Western Front. Shuster was gassed in Vachervaville during the Meuse-Argonne offensive — the largest U.S. campaign of the Great War, where 26,277 Americans perished.[4]

Returning to Philadelphia in 1919, a physician diagnosed him with tuberculosis and advised Shuster to move to a different climate for treatment, suggesting the Southwest for its dry air. Shuster and Helen arrived in Santa Fe on March 3, 1920.[5] The next day, the couple made a beeline to the New Mexico Museum, where Shuster left with staff aerial photographs and a battle map from his service in Europe. The couple initially planned to settle in Carrizozo, but Santa Fe enchanted them. Although only modestly trained, Shuster began sketching and soon found support from Ashcan School painter John Sloan (1871-1951), who encouraged him to work with oil paints.

Los Cinco Pintores

In 1921, Shuster, and three other artists with a modernist bent came together, forming a group they dubbed "Los Cinco Pintores," or the Five Painters. It included two other working-class painters, Józef Gabryel Bakós/Joseph Bakos (1891-1977) and Włodzisław E. Mruk/Walter Mruk (1895-1941), both from Buffalo, New York, and of Polish ancestry. The remaining members were Fremont Ellis (1897-1985) and Willard Nash (1898-1942).

Differing from the more staid and older Taos Society of Artists, the Cinco Pintores were all under 30 without established art careers. Coming of age in the 1920s, they were conversant in modern art — exploring Expressionism, Cubism, and Fauvism. As with many artists of their age and time, the pintores articulated a political manifesto in which they "pledged to take art to the people and not to surrender to commercialism."[6]

[4] World War I Veterans Service and Compensation File, 1934–1948. RG 19, Series 19.91. Pennsylvania Historical and Museum Commission, Harrisburg Pennsylvania.
[5] Sylvia Loomis, oral history with Will Shuster, July 30, 1964 [transcript]. https://www.aaa.si.edu/collections/interviews/oral-history-interview-will-shuster-13208#transcript
[6] Quoted in Edna C. Robertson, *Los Cinco Pintores* (Santa Fe: Museum of New Mexico, 1975), 3.

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The five soon developed a reputation as radicals. Bakos, because of his modern style, was refused entry into the Taos Society of Artists.[7] Shuster would later recall in an interview in the *New Mexican* that the five artists were considered "a wild bunch" by Santa Fe's conservative community. The Cinco Pintores had their first exhibit at the Museum of Fine Arts in December 1921.

Not only did the young artists exhibit together, but they also built their homes together on an isolated ridge on the south side of town. Before they formed the art community, Telephone Road (later Camino del Monte Sol) served mainly to shuttle tubercular patients back and forth between town and Sunmount Sanatorium. Its name was derived from the telephone line to the sanatorium, running along the road's west side.

At the time, artist Frank Applegate (1881-1931), William Penhallow Henderson (1877-1943), and his wife, poet Alice Corbin Henderson (1881-1949) were the only Anglos living along the road.[8] Ten years older, Applegate, of patrician background, became the benefactor of the ragged group of artists. He offered each a lot along Telephone Road to build a house, even offering financing and materials.[9] Here, starting in 1921, the artists began erecting adobe houses which they called studio homes (Figure 3).

Only Bakos, who worked as a carpenter, had any idea how to build a house. An often-told account depicted both Shuster (aside from some genius for electrical wiring) and Ellis as complete greenhorns when it came to construction, with incidents of collapsed and warping adobe walls. With the help of Applegate and "two Spanish guys," each of the five artists constructed idiosyncratic adobe structures, each with a connected studio (Figure 2).[10]

The artists created a bohemian enclave away from the eyes of conservative Santa Fe. During Prohibition, they brewed their own beer and maintained a still for harder spirits.[11] In a Dadaist fashion, they formed the Adobe Chamber Music Society, a band

[7] Sharyn Rohlfsen Udall, *Modernist Painting in New Mexico, 1913-1935* (Albuquerque: University of New Mexico Press, 1984), 183-184.
[8] As recounted by Henderson's daughter, Alice Henderson Rossin, in John Pen La Farge, *Turn Left at the Sleeping Dog: Scripting the Santa Fe Legend* (Albuquerque: University of New Mexico Press, 2001), 180-181. A few Hispanic families, the Romeros and the Vigils, resided near the north end of the road, closer to the Acequia Madre.
[9] Labinsky and Hieronymus, *Frank Applegate of Santa Fe*, 54.
[10] Fremont Ellis quoted in Ibid.
[11] Robertson, *Los Cinco Pintores*, 9.

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made up of a violinist, drummers, and a few playing homemade instruments. Bakos would later call the group the "five nuts in their adobe huts."[12]

The nuts were also creating a tourist attraction.

In an early article about the scene, writer-artist Ina Sizer Cassidy saw the artists' "anthill" of activity as a good omen for the "art future of Santa Fe."[13] Maximizing this, the artists began to have weekly showings in their homes. Several years later, an editorial in the *New Mexican* stated that while many Santa Feans "scoff" at Camino Monte Sol and its "'freakish homes,'" the locals enjoyed taking their out-of-town visitors for a drive "along that unique thoroughfare."[14]

Today, with Shuster's homes ossified through layers of stucco and gentility, it is hard to understand how radical they were. His first and third residences featured odd window shapes and built-up, stalagmite-like forms — recalling that natural feature which fascinated both Shuster and Mruk.

The Cinco Pintores movement was short-lived, with their last collective show in 1923. Walter Mruk left the area in 1926 to return to Buffalo, selling his home to Frank Applegate's mother. He would die 15 years later of pneumonia in a rooming house. Nash, who left in 1936, died in 1942. Ellis would move in the late 1930s to his Sebastian Ranch southeast of town, off the Las Vegas Highway.

Will and Helen had already moved out of 542 only a few years after it was constructed, locating down the street to 550, and eventually settling into 580, a house he would occupy until his death in 1969.

Shuster would make his biggest mark, when in 1926, along with E. Dana Johnson, he created Zozobra, the "Demon of Gloom." Probably based on a Yaqui effigy burning tradition, Zozobra — then a modest 20' high puppet — made its debut on September 3, writhing under "weird green fires" in a vacant lot behind city hall.[15]

[12] Ibid.
[13] *Santa Fe New Mexican*, October 29, 1921, 2.
[14] Ibid., March 1, 1924, 2.
[15] *Santa Fe New Mexican*, September 4, 1926, 6.

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The Summer Crowd on the Camino

The Camino, as locals called it, reached its zenith around the start of the Great Depression when at least nine studio homes lined its dirt course, many populated by artists who have now faded into obscurity.

Howard Ashman Patterson (1891-1970)

Following on the heels of Shuster was a fellow Philadelphian artist with a far richer painting talent and background.

Howard Ashman Patterson was born in 1891 to Thomas Elliott Patterson and Bertha Remington Patterson.[16] Important to his artistic development was his mother, the granddaughter of the Remington Arms Company's founder. Bertha had made the Grand Tour of European art museums in 1881 and she directed and supported her son's art career. Patterson's father was a prominent attorney, noteworthy for his role in reforming the local jury system.

He attended all the right schools — Friends Academy, Brown Preparatory, and the Pennsylvania Museum and School for Industrial Design. Later he enrolled in the Pennsylvania Academy of Fine Arts, where he was taught by Henry Bainbridge McCarter (1866-1942) and Robert Henri (1865-1929), among others. Influenced by the Ashcan School, Patterson moved to New York to study at the Art Students' League. A visit to the famous Armory Show of 1913 changed his direction, sending him to Paris the following year. The outbreak war delivered him back to the states, where he picked up again at the league, painting for a time in Woodstock.

Like Shuster, he enlisted in the army in 1917 and was sent to France. With the Pennsylvania Academy president's help, Patterson transferred to safer duty, working in the Camouflage Section, where he created deceptive scenery for the troops. Though out of harm's way, he wrote to his mother that he wore his gas mask to bed every night.

His war service ended the same time as Shuster's, sending the artist back to his parent's home in West Philadelphia. At the suggestion of either John Sloan or Robert Henri,

[16] Most of the biographical information on Patterson is taken from "Howard Ashman Patterson (1891-1970)," a c.2010's unpublished manuscript prepared by his son, Remington A. Patterson.

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Patterson moved to the Southwest, first situating in Denver, where he met his future wife, Elizabeth Mary Perrigo, daughter of an Omaha, Nebraska, meat-packing executive.

The newlyweds relocated to Santa Fe in 1924, moving into the former Shuster home at 542 Camino del Monte Sol, where they would live-on-and-off through the early 1930s. The same year, Karl Besler, a University of Michigan, College of Architecture student, photographed the house (Figure 3).

In New Mexico, Patterson, as described in an exhibit catalog, discarded "all the conventions of the Academy training and imbibed a wholesome dose of the West" (Figure 3).[17] He developed a "bolder freer treatment in the Southwest,"[18] much like his less-schooled neighbor, Will Shuster. He quickly produced many pictures in the Santa Fe tradition, including paintings of Pueblo Indian dances (San Felipe, Cochiti, Santo Domingo), adobe buildings (Chimayo and Santa Fe), and local landscapes, including a few drawings of Camino del Monte Sol (Figure 6).

After mastering the desert pose, he and Elizabeth left for long periods (sometimes up to two years) for a different world in France. There, he painted the pleasures of the French Rivera and flowers in delicate ceramic vases. A 1931 *Dallas Morning News* review of his work detected this smorgasbord of styles, stating Patterson "show[ed] no pretense for subjects, jumping from a pretty photograph of scenes along the French Rivera to mystic ceremonies of the Indians."[19]

With the impending birth of their second son, Robert, the Pattersons returned to Santa Fe late in 1927. Howard took up with his neighbor, Will Shuster, and other Santa Fe painters, exhibiting as a group in 1928 at the Little Art Gallery in Joplin, Missouri, and the following year at San Francisco's Beaux Arts Gallery. At the latter exhibit, the *San Francisco Examiner* art critic deemed Bakos' work of the most interest and found Patterson "over-fond of full-toned color," but having "something more than an eye for the merely pictorial."[20]

[17] "Two Interesting One-Man Shows Coming to the Art Gallery," *Highland Park* (Texas), January, 1931, 1. Howard Ashman Patterson Press Archive. Hereafter, HASPA.
[18] *New York Herald* (Paris Edition), August 24, 1925, no page. HASPA.
[19] *Dallas Morning News*, January 4, 1931, no page. HASPA.
[20] *San Francisco Chronicle*, April 7, 1929, 10E.

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Patterson received higher praise a month later at a solo exhibit at the Kraushaar Galleries in New York, where 14 of his French period paintings were exhibited. The *New York American* critic pronounced Patterson "an artist of decided distinction both as craftsman and a colorist."[21] The *New York Times* awarded similar applause. Riding on his success, Patterson returned to Santa Fe and opened a one-man show at Bishop's Lodge in August 1931. It would turn out to be his last exhibit in Santa Fe.

Patterson reached his pinnacle in 1932, exhibiting 33 oil paintings and 22 watercolors at the Arts of Club of Chicago. The show received critical press. Basking in the praise, he decided to stay for a time in the Windy City while Elizabeth remained in Santa Fe with their two sons. She taught at the Santa Fe Country Day School on Palace Avenue and gave dance lessons at the house.[22] A separation followed at the end of the year, with divorce finalized ten years later.

Howard remarried, but with his second wife's death, he moved in with his brother in Hopewell, New Jersey. While he worked as a greeting card designer and fabric decorator, his artistic rainbow never reappeared. Howard Ashman Patterson, the once-promising painter, died in a nursing home near Ossining, New York, in 1970, at age 79.

Lydia M. Scranton (1872-1945)

Arriving after the Pattersons was Lydia M. Scranton, a Detroit resident and a Southwest summer painter. Trained at the Detroit Museum of Art and the Art Students' League of New York, Scranton set up a studio on a mesa overlooking in Colorado Springs, where she continued her studies at the Colorado Springs Art Academy.[23] She arrived in Santa Fe at the beginning of the Depression and lived intermittently at the house on Camino del Monte Sol with her niece, Dorothy Trevor. It is unclear who owned the house during Scranton's tenure, but other people of note — particularly photographer Ernest Knee — rented it over short spells. Scranton and her niece relocated to La Jolla, California, in 1938, where Lydia would pass in 1945. She doesn't appear to have exhibited in Santa Fe, and there is no trace of her work surviving.

[21] Patterson, "Howard Ashman Patterson," 6.

[22] *Santa Fe New Mexican*, September 24, 1932, 2.

[23] Biographical information on Scranton was gathered from various primary sources, including newspaper accounts, public records, city directories, and federal census enumerations.

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Normalizing the Camino

With Scranton's departure, the house, as with much the Camino, began to gentrify, with middle- to upper-class non-artists moving in. This trend was evident when Forrest and Bernice Sackett took possession of the property in the 1940s. Sackett, an expediter for a local plumbing and heating company, was followed by Richard C. Aspinwall, the assistant cashier of First National Bank of Santa Fe. The Condé Nast boom of the 1990s-2000s placed extreme pressure on the once-whimsical neighborhood, with new owners pushing for additions and guest casitas. It was during this period that one of the Cinco Pintores studios was demolished. Since then, there has been understandable concern about preserving the home studios of the early artists.

Evolution of Property

While not precise, aerial photographs, maps, and survey plats help establish a property's development.

The first reliable aerial from 1958 shows the outline of what appears to be a double garage, encompassing what is likely now the structure on the adjoining property (Figure 7). There are also seems to be a wall along the west side of the street, but the photo, because of its poor quality, provides few clues as to its construction.

A 1966 aerial presents a much clearer picture of both structures (Figure 8). Here, the double garage is clearly evident, as is the design of the Street Wall.

A 1978 plat shows that the double-garage was still standing at the time (Figure 9). As it does now, it shared a wall with a similar structure at the property to the north. The plat also records a street wall with an opening in the same location as it exists today.

Evaluation of Historical Status

Street Wall

While unlikely associated with either Shuster or Patterson, the wall, based on aerial photographs, is at least 50 years old. Its design complements other low street walls along Camino del Monte Sol.

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Garage

Historically, the Garage consisted of two volumes, joined by a common wall. After 1978, the north half was altered and is now on the neighboring property. This significant alteration greatly affected its overall design and, therefore, its historic integrity. While the south half communicates its original function as a garage, it is an incomplete and erroneous picture.

The Garage was deemed a Noncontributing Structure as part of 2007 Historic Districts Review Board case (Case H#-07-40).

Coyote Fence

The construction era of this ephemeral display of latilla fence is unknown. Because of the rapid deterioration of untreated wood structures, it is doubtful it is of historical age.

Conclusion

Given the above considerations, the recommendation is to designate the Street Wall a Contributing Structure to the Downtown and Eastside Historic District. Due to its severe alteration, the recommendation is to maintain Noncontributing status for the Garage. No position is taken on the Coyote Fence.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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Illustrations

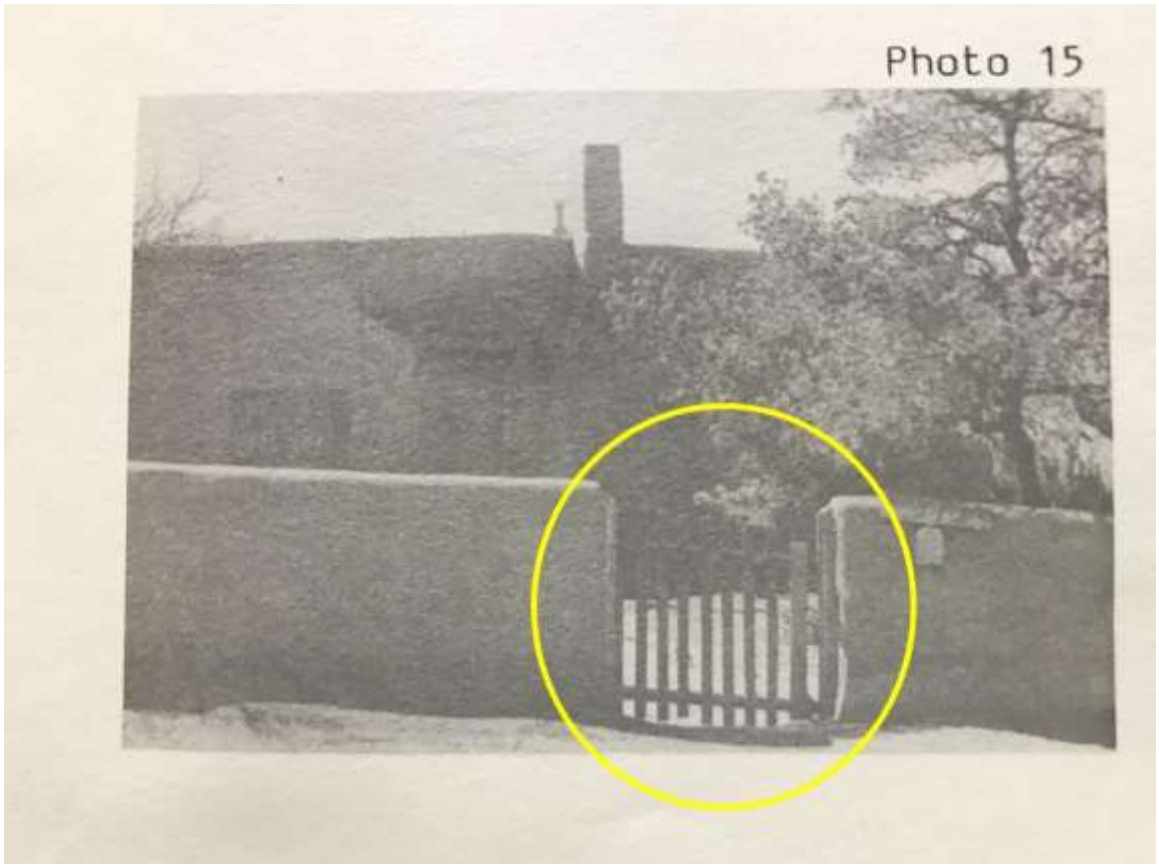

Figure 1: c.1984 photograph of Street Wall, showing a different entry gate. Note gate has ten vertical slats.
Source: Belshaw, *Camino del Monte Sol Architectural Survey* (1984): 31.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

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Figure 2: c.1922 photograph of Camino artist studio homes.
Shuster House No. 1 is beyond the frame.
Note rough quality of architecture and absence of street walls.
Source: Robinson, *Los Cinco Pintores*, 1975.

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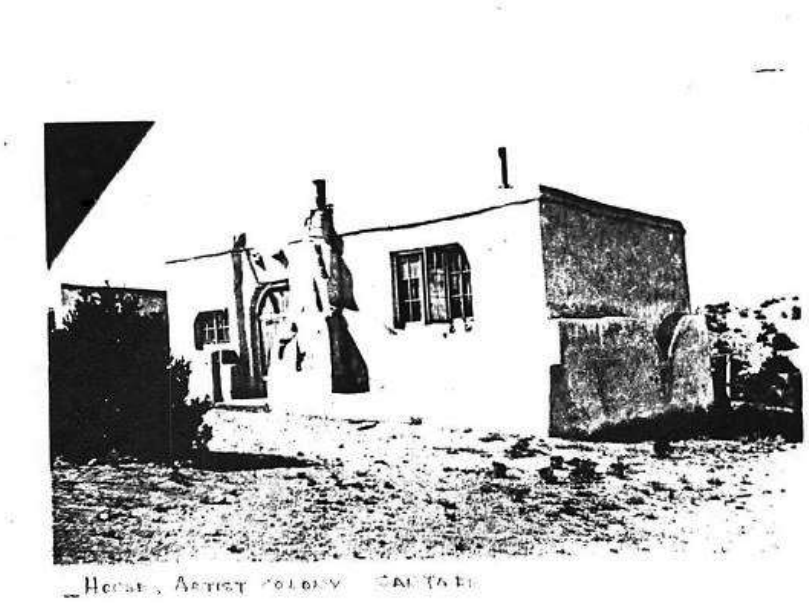

Figure 3: Photocopy of 1924 photograph.
Note absence of Street Wall.
Courtesy City of Santa Fe Historic Preservation Division.



Figure 4: Photocopy of 1927 photograph.
Note absence of Street Wall.
Courtesy City of Santa Fe Historic Preservation Division.

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Figure 5: c.1923 photograph of Howard Ashman Patterson in his Western phase, taken in Colorado before relocating to Santa Fe.
Courtesy Howard Ashman Patterson estate.

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Figure 6: c. 1930s ink sketch of Camino del Monte Sol.
Shuster House No. 3 pictured.
The sketch would have likely been made across the street from Shuster House No. 1, on William Penhollow Henderson's property.
Courtesy Howard Ashman Patterson estate.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

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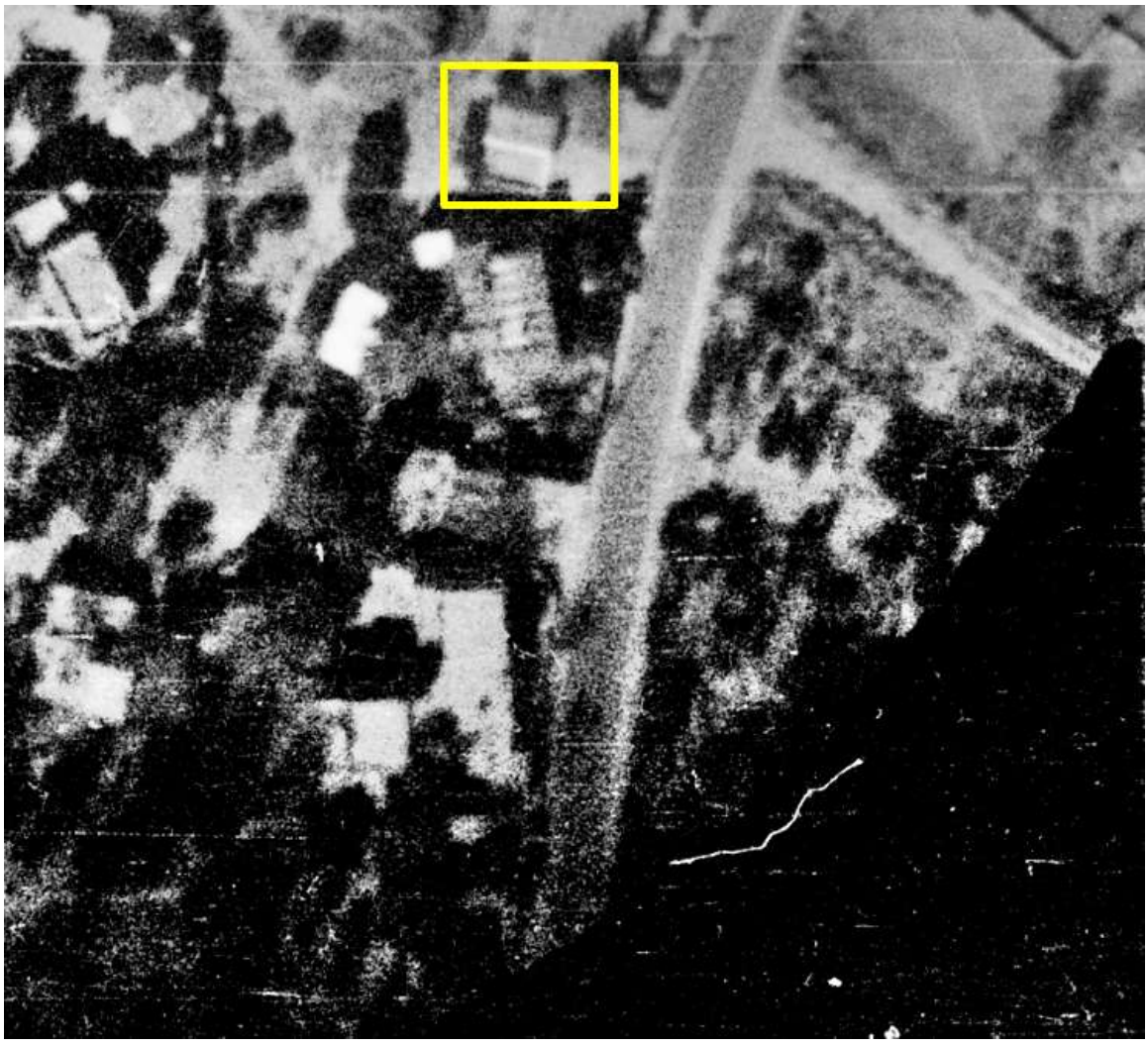

Figure 7: 1958 aerial photograph.
Double garage structure is present.
Courtesy New Mexico Department of Transportation.

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Figure 8: 1966 aerial photograph.
Double garage structure and Street Wall is present.
Courtesy New Mexico Department of Transportation.

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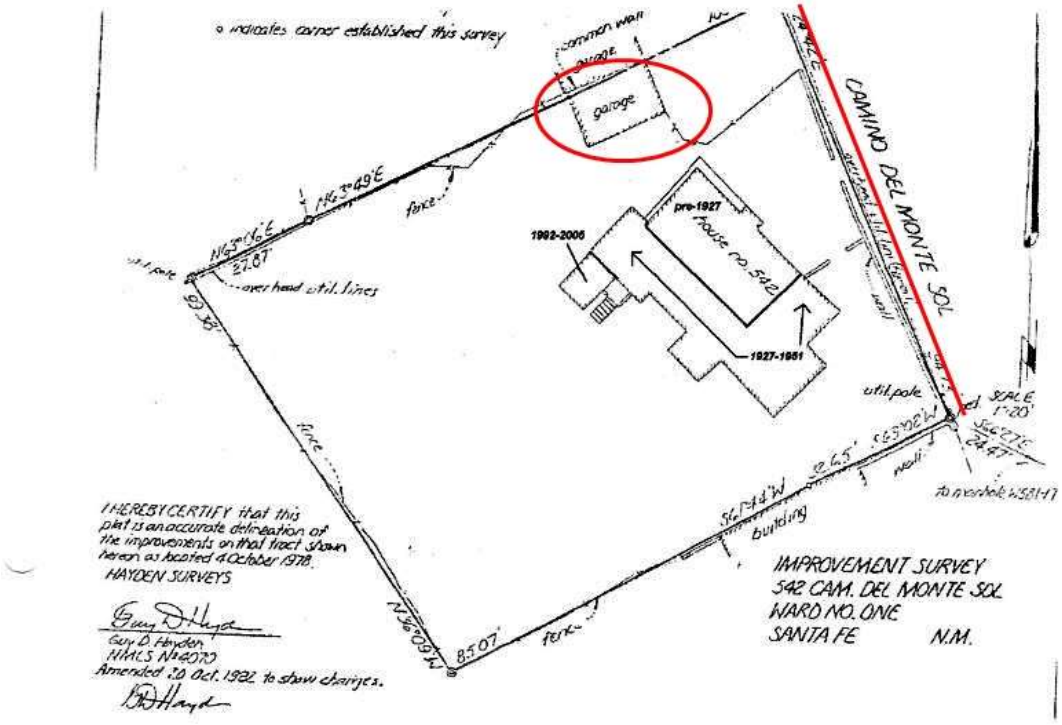

Figure 9: 1978 survey plat map.
Double garage is present.
Courtesy City of Santa Fe Historic Preservation Division.

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Survey Photographs

(All images taken by Sharon Joyce on October 20, 2020, unless otherwise noted)



Photo 1: Street Wall.
Camera facing southwest.

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Photo 2: Street Wall.
Camera facing northwest.

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Photo 3: Street Wall, entry gate.
Note gate has seven vertical slats.
Camera facing east.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

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Photo 4: Garage - south and east elevations.
Note adjoining structure at north.
Camera facing northwest.

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Photo 5: Garage - west elevation.
Note adjoining structure at north.
Camera facing east.

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Photo 6: Garage - west elevation.
Camera facing up.

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Photo 7: Garage - south elevation.
Camera facing northeast.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

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Photo 8: Garage - interior. Altered west section (top); original east section (bottom). Camera facing up.

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Photo 9: Coyote Fence.
Camera facing southwest.

NEW MEXICO HISTORIC BUILDING INVENTORY - SANTA FE RESURVEY 1992

H742

IDENTIFICATION

ADDRESS: 542 Camino del Monte Sol
Camino del Monte Sol National Historic District

ID NUMBER: 051600142

BUILDING NAME: Walter Mruk / H. A. Patterson

UTM REFERENCE EASTING NORTHING

ZONE 12 13

LEGAL DESCRIPTION:
TNSP 17 N RANGE 10 E SEC 30 NW 1/4 SW 1/4

FIELD MAP Santa Fe Historic Structures Survey No. 2, 1983-85

DATE OF CONSTRUCTION:
____ ESTIMATE by 1928 ACTUAL
SOURCE(S) City Directory

BUILDING DATA

ARCHITECTURAL STYLE:
Spanish-Pueblo Revival

USE:
HISTORIC: (residential)
OTHER ____
PRESENT: (residential)
OTHER ____

SURROUNDINGS:
residential

RELATIONSHIP TO HISTORIC SURROUNDINGS:
X SIMILAR ____ NOT SIMILAR

ASSOCIATED BUILDINGS ON SITE:
____ YES X NO

WHAT TYPE?

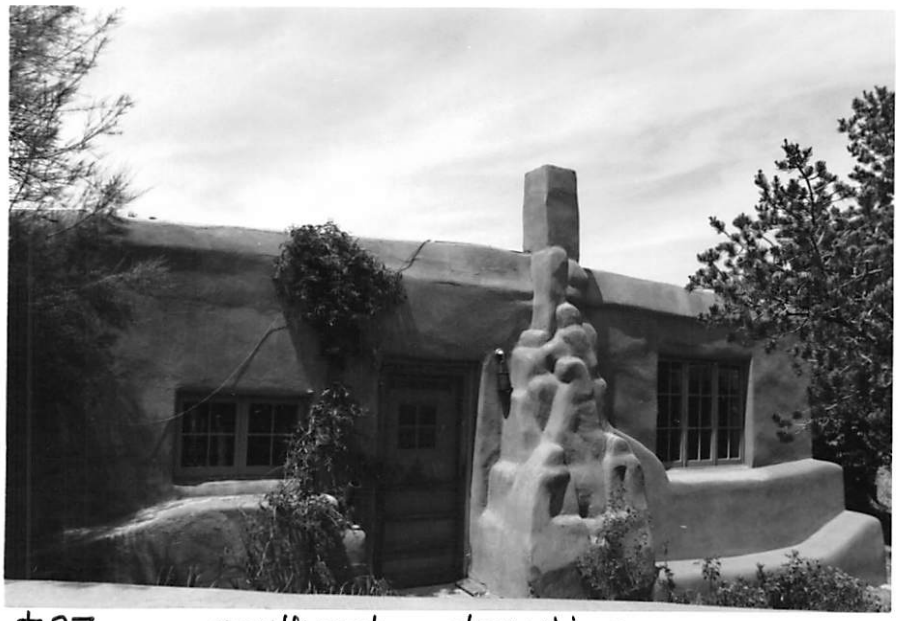
IF INVENTORIED, LIST ID NUMBER(S)

DEGREE OF REMODELING:
X MINOR ____ MODERATE
____ MAJOR
EXPLAIN: none evident

OVERALL CONDITION:
X EXCELLENT ____ GOOD
____ FAIR ____ DETERIORATED

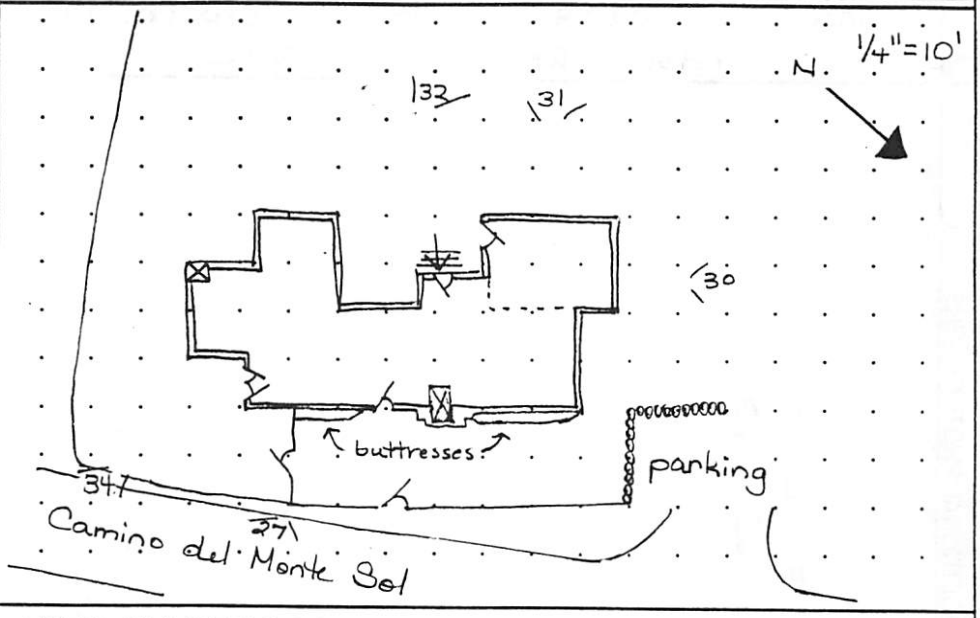
BUILDING THREATENED?
____ YES X NO

PHOTO



#27 northeast elevation

SITE PLAN



SIGNIFICANCE

LISTED ON NATIONAL REGISTER OF HISTORIC PLACES?
X YES ____ NO ____ ELIGIBLE
X CONTRIBUTING ____ NON-CONTRIBUTING

LISTED ON STATE REGISTER OF CULTURAL PROPERTIES?
X YES ____ NO ____ ELIGIBLE

LOCAL DESIGNATION: Core HISTORIC DISTRICT
X SIGNIFICANT ____ CONTRIBUTING ____ NON-CONTRIBUTING

LOCAL LANDMARK ____ YES X NO

SURVEYED 10/92 BY DB

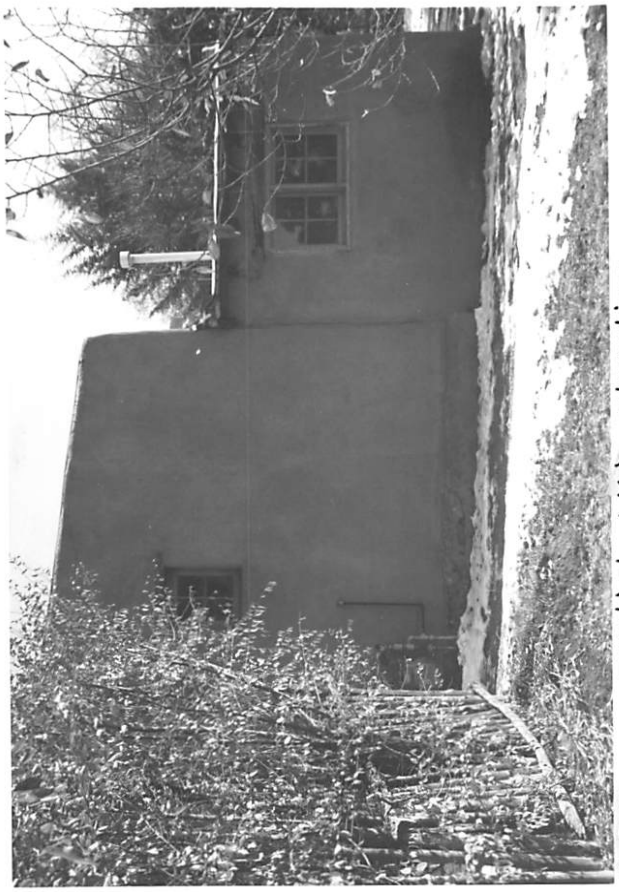
NEGATIVES WITH NMHPD ROLL # DB39 NEG # 07 TP ____
DB15 #30 of 34

ARCHITECTURAL AND LANDSCAPE FEATURES

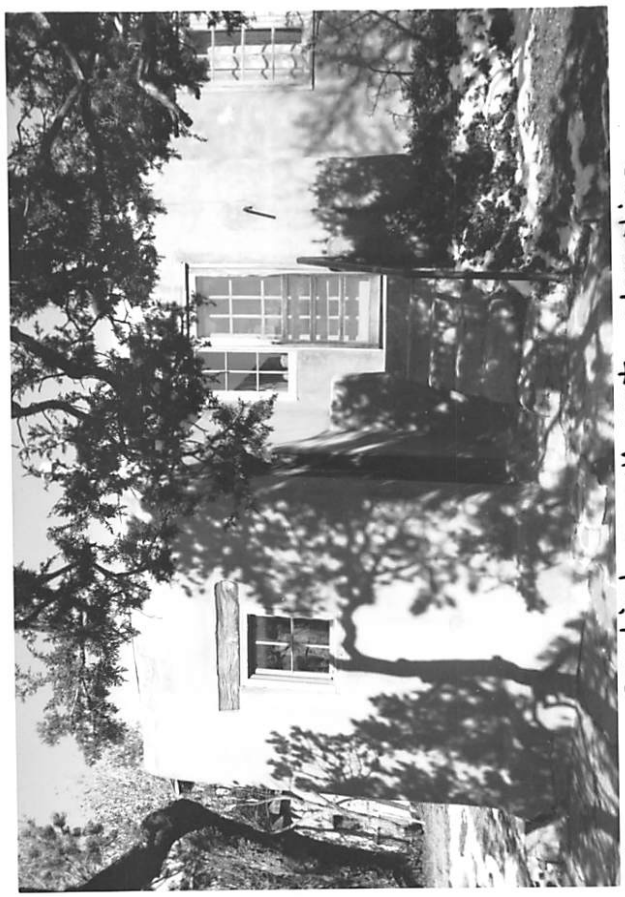
FEATURE	MATERIALS/TYPE	CONDITION AND ALTERATIONS
BUILDING WALLS	adobe/stucco, buttressed below windows	
FOUNDATIONS	not visible	
DOORS	front (NE) – wood plank w/ 4 lights, top; wood french	
WINDOWS	4-light wood csmt, recessed; trio of 6-light wood csmt.; 3/4 DHWs	
PORTALES	———	
CANALES		
PORCHES	rear – small stoop, center	
BALCONIES		
ROOFS	flat with undulating parapet, lower flat-roofed section, rear	some patching on parapet, some chipped stucco
COURTYARDS		
FENCES/WALLS	low stucco wall w/ painted picket gate, NE (front); coyote N	
ARCH. DETAILS	trim painted blue; undulating parapet; sculpted appearance.;	sculpted masonry chimney is dominant feature.
OTHER		

COMMENTS Unable to contact owner, Barbara Bowman, for information. 983-7846

ADDITIONAL PHOTOGRAPHS



#30 partial NW elevation



#31 partial southwest elevation

IDENTIFICATION

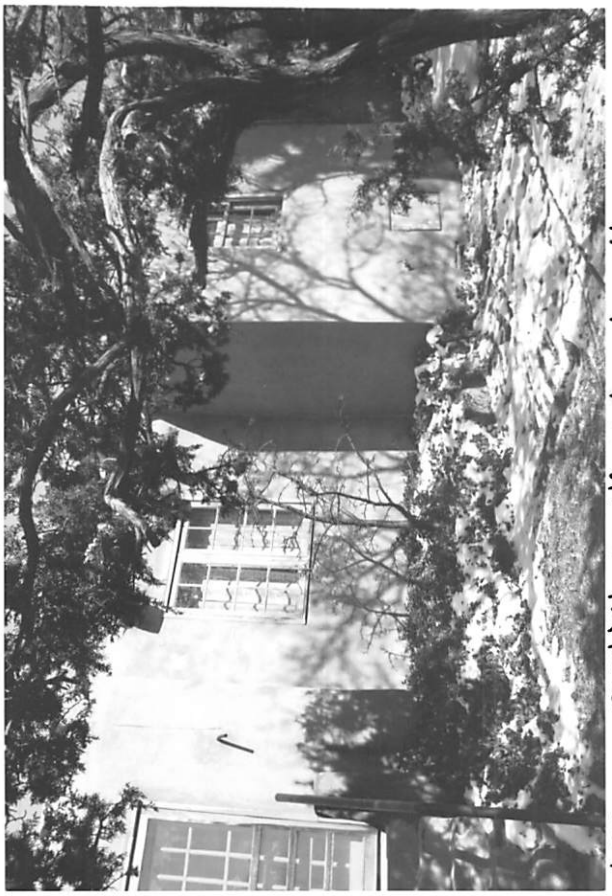
ADDRESS 542 Camino del Monte Sol

ID NUMBER 051600142

SURVEYED/RESEARCHED
DATE 10/92 BY DB

Plats show that property was owned by Applegate, then by artist Walter Mruk (1922), Chenowith (1926), and artist N.A. Patterson (1928). Photographer Ernest Knee occupied the house during 1936-1937. (city dir.) (Plats do not show house shape.)

The large sculpture on the main facade dominates the building. House seems to be little changed.

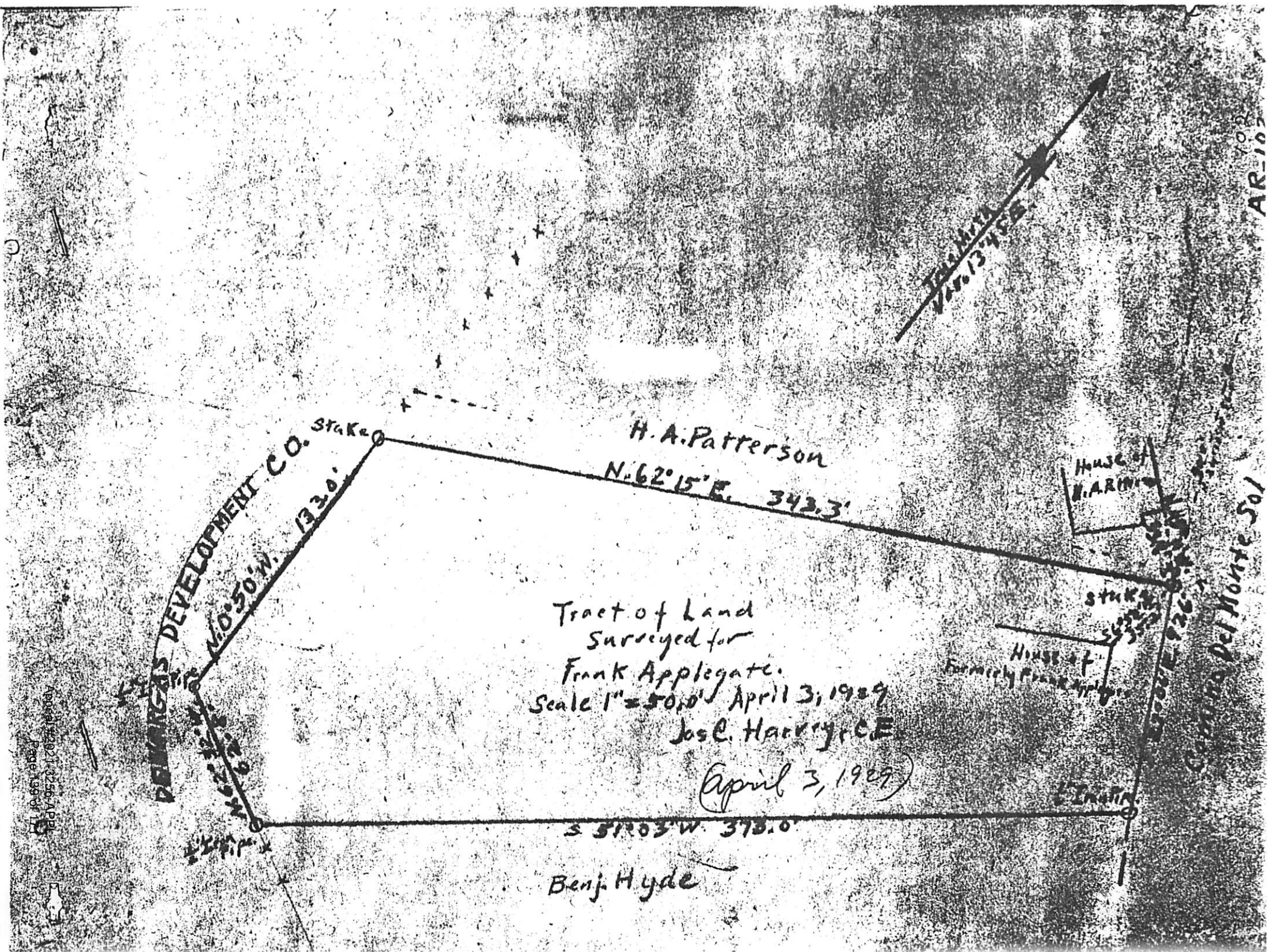


#32 partial southwest elevation



#34 partial SE elevation

(continuation sheet for additional field notes, interview notes, historical documentation/notes, map/plat information)



Appeal #2021-3256-APPL
Page 19 of 19

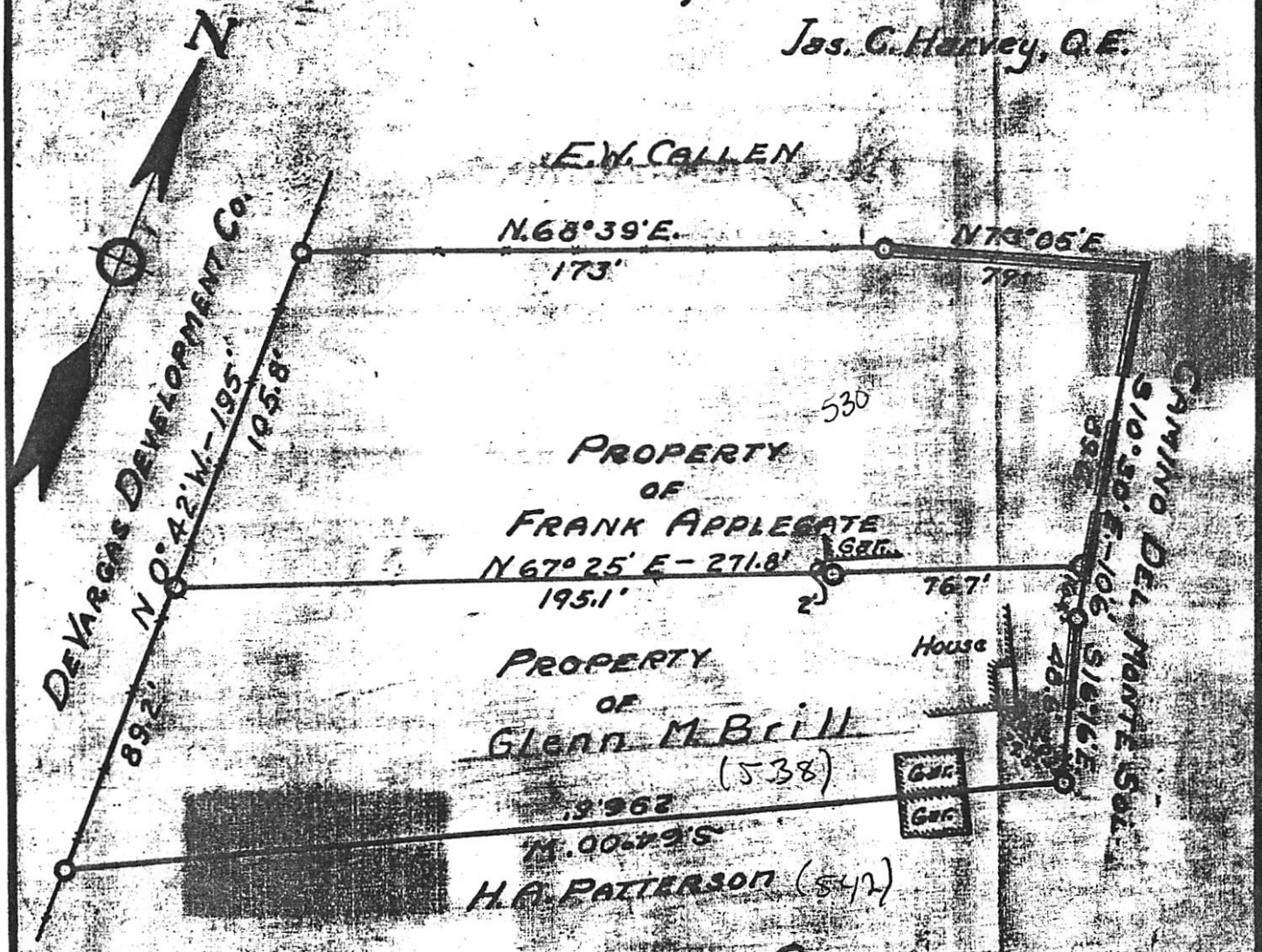
Appeal #2021-3256-APPL
Page 140 of 171

TRACT of LAND
Surveyed for
FRANK APPLEGATE

Precinct No 3, Santa Fe, New Mex.

March 31, 1930 Scale 1" = 50'

Jas. C. Harvey, Q.E.

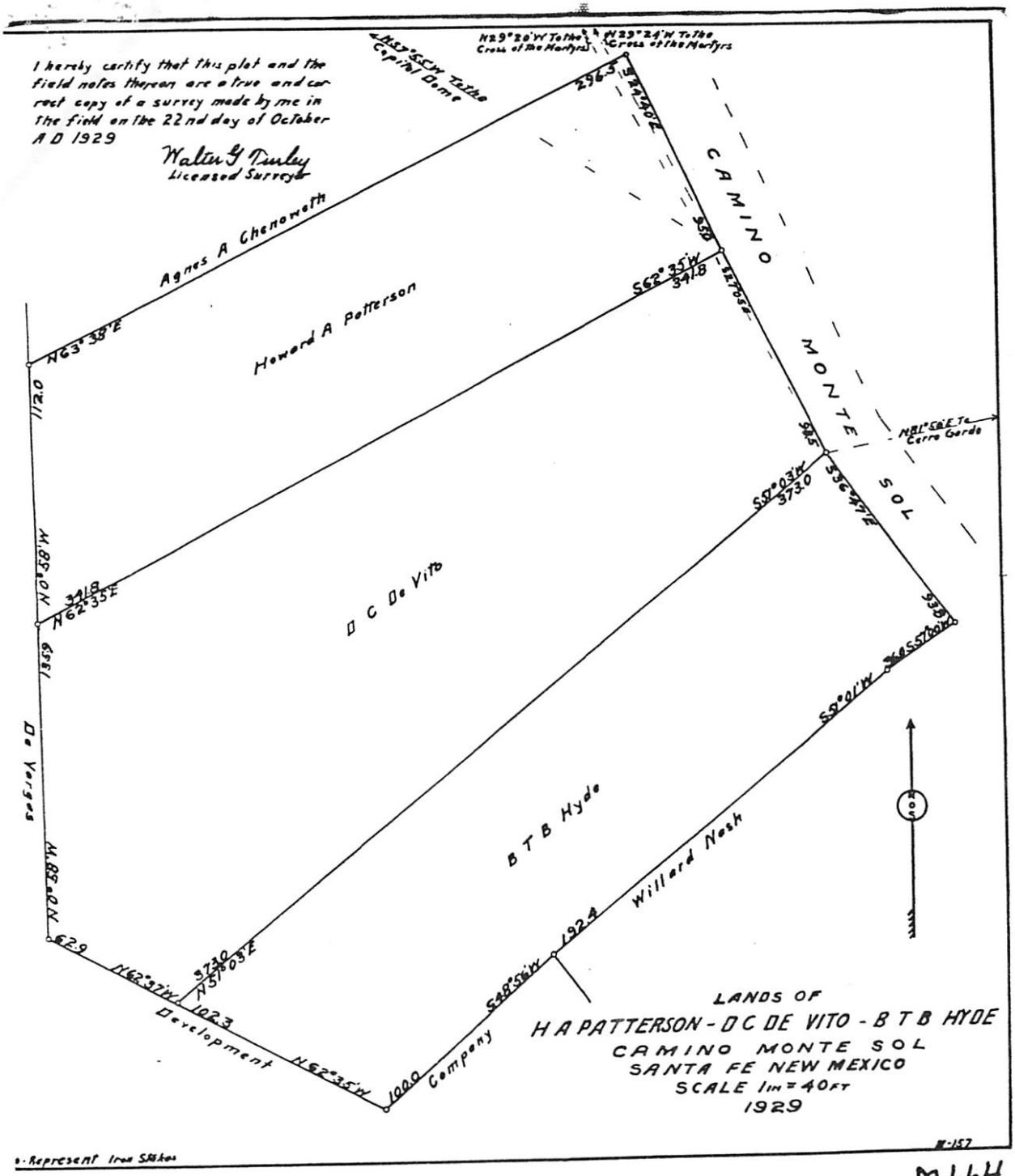


CERTIFICATE

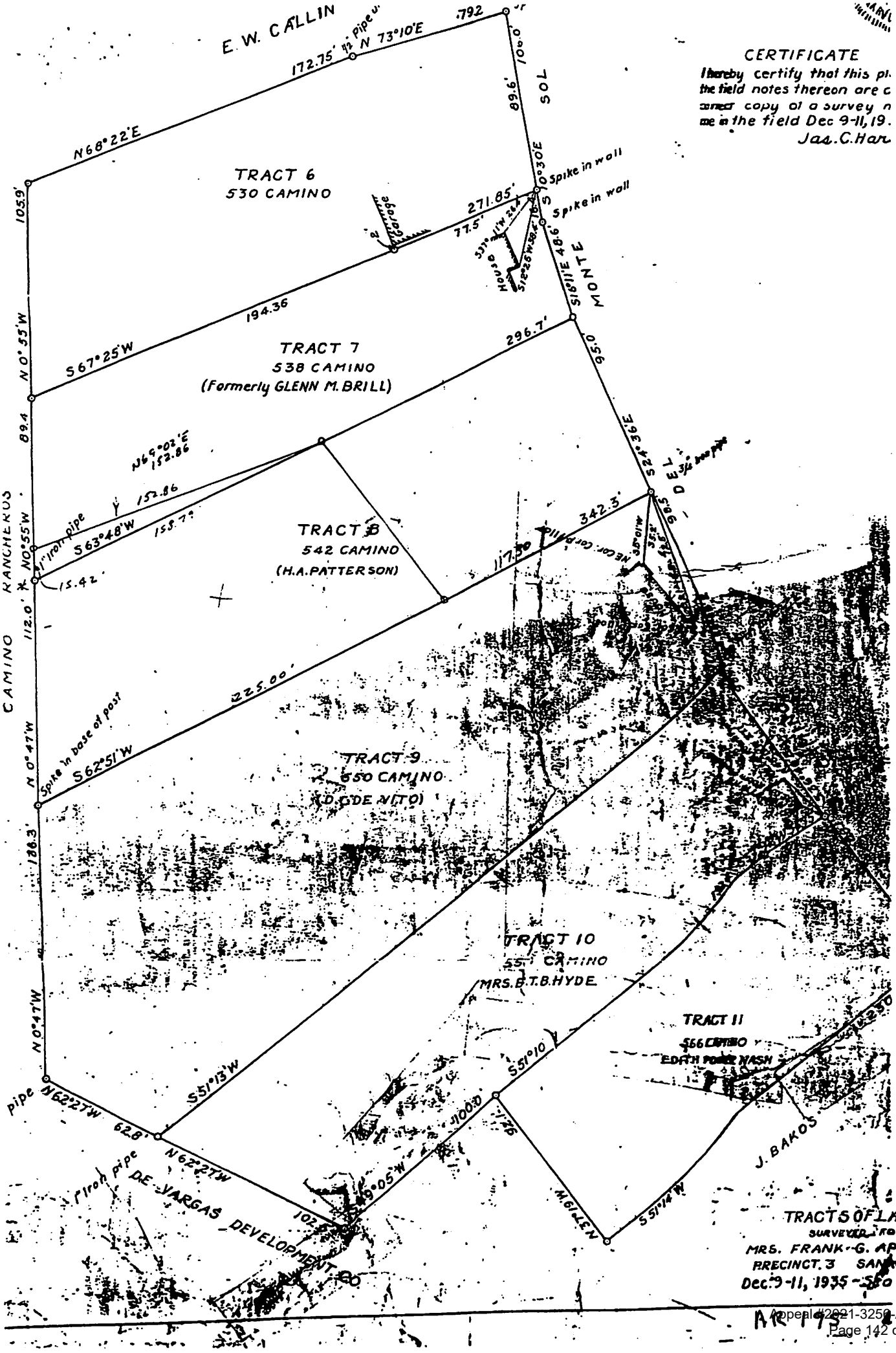
I hereby certify that this plat and the field notes thereon are a true and correct copy of a survey made in the field, under my supervision on March 29, 1930.

Jas. C. Harvey
Licensed Surveyor

Note: O Signifies 1/2" Iron Pipe


I hereby certify that this plot and the field notes thereon are a true and correct copy of a survey made by me in the field on the 22nd day of October A D 1929
Walter G Turley
Licensed Surveyor
N29°20'W To the Cross of the Martyrs
N29°24'W To the Cross of the Martyrs
N57°55'W To the Capitol Dome
296.5
S24°40'E
CAMINO MONTE SOL
Agnes A Chenoweth
Howard A Patterson
N63°38'E
112.0
S62°35'W
341.8
N81°58'E To Cerro Gordo
S57°03'W
373.0
S36°47'E
N88°0'W
341.8
N62°35'E
D C De Vito
S57°01'W
De Vargas
B T B Hyde
Willard Nash
N88°0'N
62.9
N62°37'W
373.0
N51°03'E
102.3
Development
N62°35'W
100.0
Company
S48°56'W
192.4
LANDS OF
H A PATTERSON - D C DE VITO - B T B HYDE
CAMINO MONTE SOL
SANTA FE NEW MEXICO
SCALE 1in = 40ft
1929
M-157
o-Represent Iron Stakes

M664


E. W. CALLIN
CERTIFICATE
I hereby certify that this pl
the field notes thereon are c
correct copy of a survey n
me in the field Dec 9-11, 19.
Jas. C. Har
TRACT 6
530 CAMINO
TRACT 7
538 CAMINO
(Formerly GLENN M. BRILL)
TRACT 8
542 CAMINO
(H.A. PATTERSON)
TRACT 9
550 CAMINO
(D. DE VITO)
TRACT 10
CAMINO
MRS. B.T.B. HYDE
TRACT 11
566 CAMINO
EDITH POWER NASH
J. BAKOS
DE VARGAS DEVELOPMENT CO.
CAMINO RANCHEROS
MONTE
SOL
DEL
Spike in wall
Spike in base of post
Garage
House
N 73°10'E
N 68°22'E
S 67°25'W
S 63°48'W
S 62°51'W
S 51°13'W
S 51°10'
S 51°14'W
N 62°27'W
N 0°55'W
N 0°47'W
S 24°36'E
S 16°11'E
S 10°30'E
172.75'
271.85'
194.36
296.7'
342.3'
225.00'
117.30
152.86
158.7
15.42
62.8'
100.0'
102.5'
89.6'
105.9'
89.4
112.0'
186.3'
95.0
98.5
TRACTS OF LAND
SURVEYED FOR
MRS. FRANK G. Applegate
PRECINCT. 3 SANTA Fe
Dec. 9-11, 1935 - Sco

Attachment B
NEW MEXICO HISTORIC BUILDING INVENTORY FORM

building threatened? yes	surveyed date 14-6-83 by mb	county Santa Fe	ID no. 051600142
field map Santa Fe, N.M.	number 1	UTM reference zone 12 13 easting	northing

location description: 542 Monte Sol

city/town: Santa Fe

land grant/reservation: ~~land grant/reservation~~

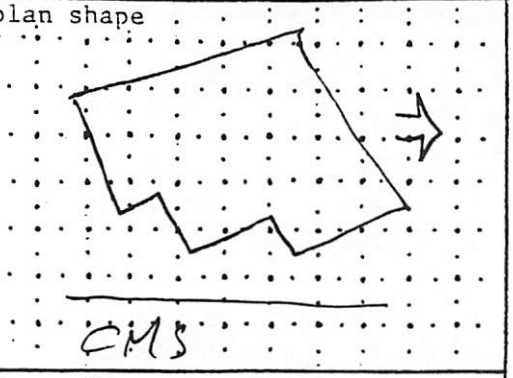
building name: ~~Will Shutter~~ *. Shuster (#3)

legal description: tnsp 17 N S range 9 E W sec 30 NW¼ SW¼

film roll by mb no. 8	negative nos. ~~HPB~~ 20,21	loc. of neg. HPB



plan shape



date of construction: Pre 1928 estimate _____ actual

source: City Directory

use
present: residential
other: _____
historic: residential
other: _____

condition
___excellent X good
___fair ___deteriorating

degree of remodeling
X minor ___moderate ___major
describe:

style ~~Stucco~~ Pueblo Revival	foundation material Not vis
	wall material/surface Stucco

architectural features
4 lite
Windows - 6 lite w casement - green trim - lintels concealed
F. doors w screen S. — lintels over
Entry door - wood plank w offset 4 lite window - brass knocker
large iron hinges
Chimney - masonry - highly sculpted in front
one other chimney visible

surroundings: Residential

relationship to surroundings
X similar ___not similar

district potential
X yes ___no

significance
___eligible X of interest ___none
if eligible, why?

comments
(wall)
hedge
wire fence
wood fence
landscape
street trees
stone curb
0 setback
acequia
Streetscape

~~2nd house~~ After divorce 1st
Appears to be Shutter's ~~2nd~~ 3rd house

associated buildings? ___yes
what type?

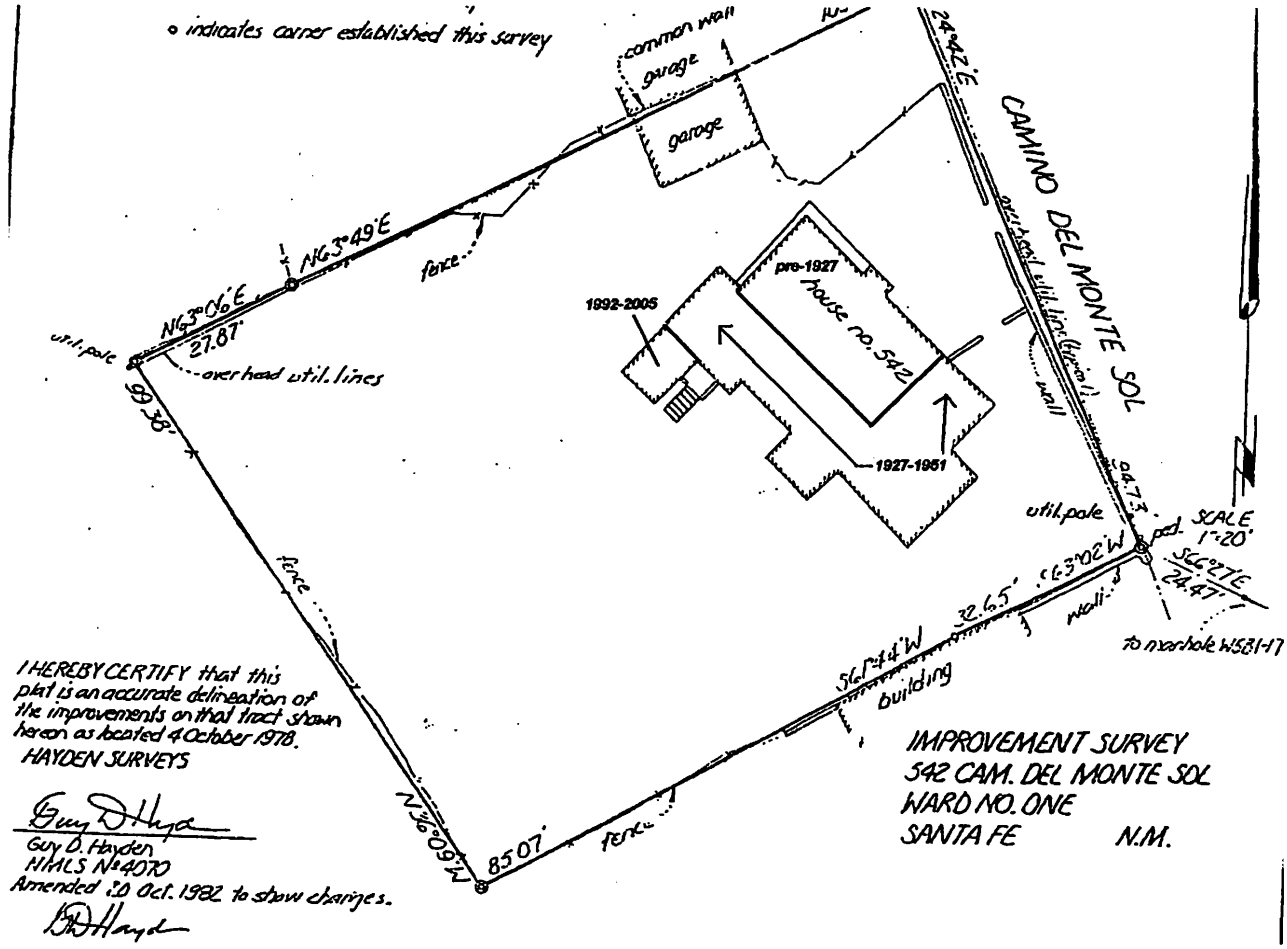
if inventoried, list ID nos.

see back? ___yes

ATTACHMENT FOR HISTORIC BUILDING INVENTORY FORM

542 Camino Del Monte Sol ID No. 051600142/H742

Prepared by Ragins Research and Planning April 2006



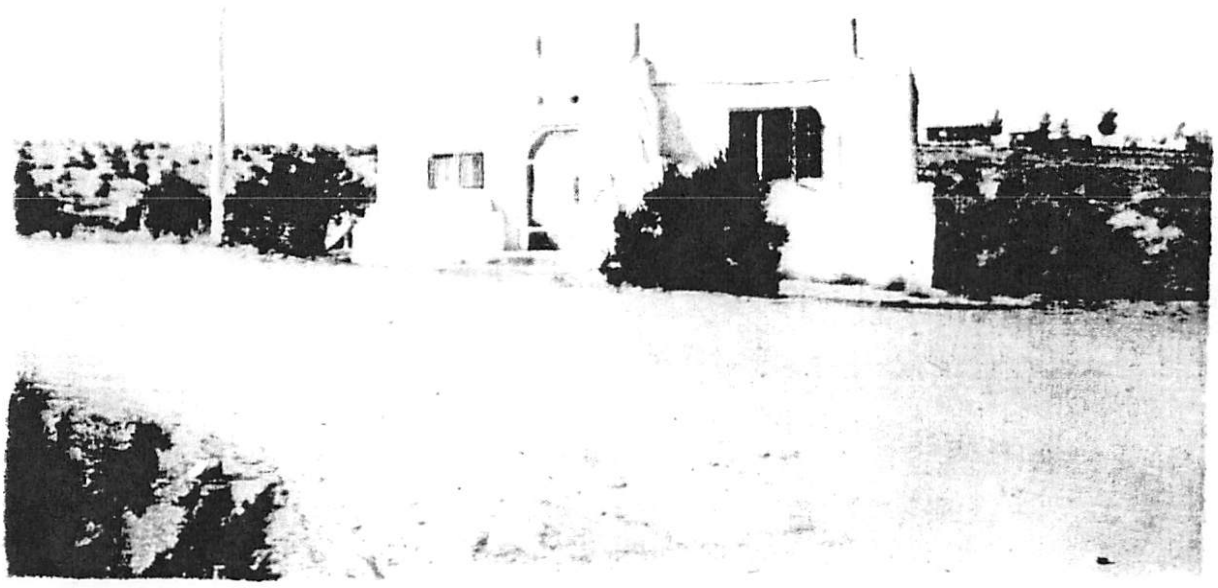
The existing footprint of the residence at 542 Camino del Monte Sol is the result of at least 3 phases of construction.

The original house dates from prior to December 1927 as evidenced in the attached photograph dated December 1927 [source: Carolyn Sigstedt, previous owner].

A 1951 aerial photograph of the city reflects the building with the second phase of construction [wrapping addition on the south and west side, source: SF City Planning Office]. This same configuration is marginally visible on the NM DOT 11-10-58 aerial photograph [marginal due to heavy tree coverage].

Santa Fe County Orthophotos confirm that the addition at the building's northwest corner dates from after 1992 and prior to 2005.

THIS INFORMATION IS PROVIDED TO AUGMENT THE 10/1992 HISTORIC BUILDING INVENTROY FORM ON FILE AT THE SANTA FE CITY PLANNING OFFICE.



Home of Mr + Mrs. Howard Patterson
542 Camino del Monte Sol
December 1927

8732

BELSER COLLECTION

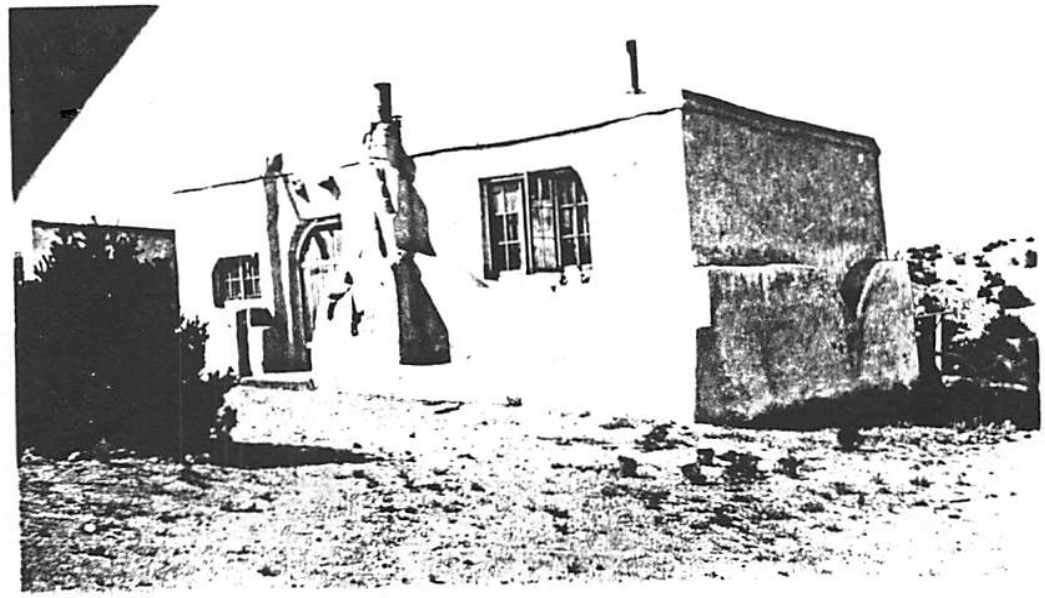
Towns - Santa Fe, Private homes
Print 2-1/2x4, towns, Santa Fe file

Artist's studio on Camino del Monte Sol, 1924.

~~Fremont Ellis' house.~~ Walter Mruk

See: BOX #6, FOLDER #7

542 Camino del Monte Sol



_House, Artist Colony Santa Fe

K I N S E Y A R C H I T E C T U R E

3600 Cerrillos Road #205 Santa Fe, NM 87507

phone 505 469-5396

December 29, 2020

City of Santa Fe
Historic Preservation Section
200 Lincoln Ave.
Santa Fe, NM 87504-0909

PROPOSAL LETTER
RE: 542 Camino del Monte Sol

Daniel Schwab,

There are NO changes proposed to the existing Spanish-Pueblo Revival style home that dates from prior to 1928 and is located in the Downtown & Eastside historic district and is designated as Significant. Nor are any changes proposed to the existing Studio building.

This proposal is to replace (2) existing yard gates, replace an existing coyote side fence with a stucco yard wall, and replace existing garage doors with windows. There is no change in the building area or building footprint.

The existing small 4’x4’ front yard gate provides little security (open slats) and is structurally unsound and drags the grounds because it is no longer plumb and square. The new proposed refurbished gate is 4’x 6’-8” with a stucco top and an exposed header and exposed side jambs (see elev. 1B/Sht. A-3). The proposed solid wood gates will be stained Sherwin Williams 3524 chestnut and the stucco top and stucco sides will match the existing yard wall stucco color El Rey desert rose & provide more security.

The existing small 3’x4’ side gate also provides little security (open slats) and is structurally unsound and drags the grounds because it is no longer plumb and square. The new proposed refurbished gate is 3’x 4’-6” with exposed

side jambs (see elev. 2B/Sht. A-3). The proposed solid wood gates & side jambs will be stained Sherwin Williams 3524 chestnut & also provide additional security.

The existing 4’-6” high coyote side fence along the drive way will be removed and replaced with a proposed stucco yard wall of the same height (see elev. 2B/Sht. A-3). The proposed stucco yard wall will match the adjacent existing yard wall stucco color El Rey desert rose. This design, along with the proposed gate, will provide further security.

Lastly, the existing outswing garage doors are no longer functional and are causing a drainage problem that is flooding the garage each time it rains. The driveway is sloped down into the garage doors. Further exacerbating the flooding issue is the finish floor of the garage is at approx. 1’-6” below the height of the driveway. To remedy this situation, it is proposed that the existing garage doors be replaced with high windows and the remaining garage door opening to be in-filled with a stuccoed El Rey adobe concrete block wall and waterproofing. The new windows will be (4) 2’x2’ refurbished single pane wood windows. Window color to match existing window color Sherwin Williams 6937 teal.

Sincerely,

Carlos Kinsey
Kinsey Architecture
info@kinseyarchitecture.com
3600 Cerrillos Road, #205
Santa Fe, NM 87507
Ph. (505) 469-5396

K I N S E Y A R C H I T E C T U R E

3600 Cerrillos Road #205 Santa Fe, NM 87507

phone 505 469-5396

January 13, 2021

City of Santa Fe
Historic Preservation Section
200 Lincoln Ave.
Santa Fe, NM 87504-0909

EXCEPTION LETTER - Garage
RE: 542 Camino del Monte Sol

Daniel Schwab,

1. Does not damage the character of the district:

There is NO change to the existing Significant designated home and NO change in the building or site footprint. The proposed changes use the same architectural vocabulary, style, & materials as the majority of homes and garages in the existing neighborhood. The existing non-functional garage has a pair of out swinging doors that are no longer operational. To provide security and light, high windows are proposed to replace the existing garage doors. The proposed new windows will be (4) 2'x2' refurbished single pane true divided lite windows. Window color to match existing window color Sherwin Williams 6937 teal.

2. Are required to prevent a hardship to the applicant or an injury to the public welfare:

The existing garage doors are definitely creating a hardship for the applicant. The existing outswing garage doors are no longer functional and are causing a drainage problem that is flooding the garage each time it rains. The driveway is sloped down into the

garage doors. Further exacerbating the flooding issue is the finish floor of the garage is at approx. 1’-6” below the height of the driveway. To remedy this situation, it is proposed that the existing garage doors be replaced with high windows and the remaining garage door opening to be in-filled with a stuccoed El Rey adobe concrete block wall and waterproofing. The new windows will be (4) 2’x2’ refurbished single pane true divided lite wood windows.

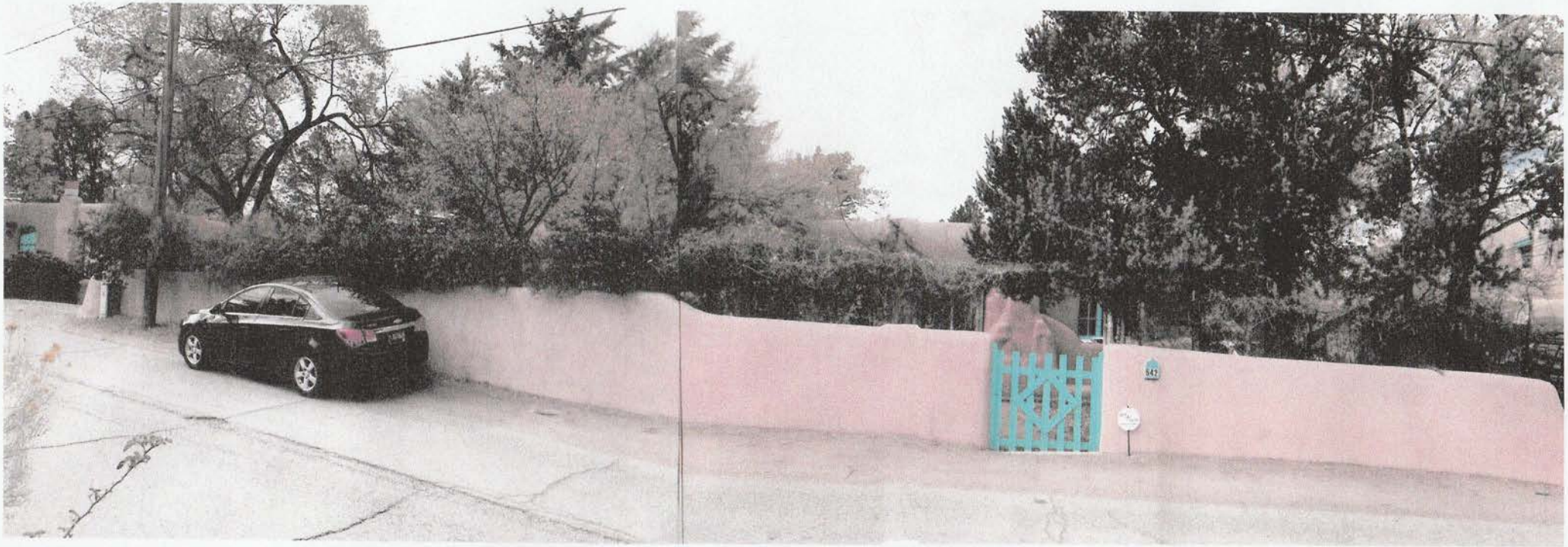
3. Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts:

Replacing the garage doors with historic refurbished wood windows in the same color & style as the windows on the main historic house maintains the unique historic character of the Downtown & Eastside district and city. It is essential for our historic neighborhoods and homes to function and adapt to changing and future needs or they risk become historic artifacts instead of the living vibrant homes they were always intended to be. This is how we preserve history by making it functional and relevant now and into the future.

Sincerely,

Carlos Kinsey
Kinsey Architecture
info@kinseyarchitecture.com
3600 Cerrillos Road, #205
Santa Fe, NM 87507
Ph. (505) 469-5396

542 CAMINO DEL MONTE SOL



EAST ELEVATION

(STREET FRONT ELEV.)

542 CAMINO DEL MONTE SOL



EAST ELEVATION - FRONT GATE

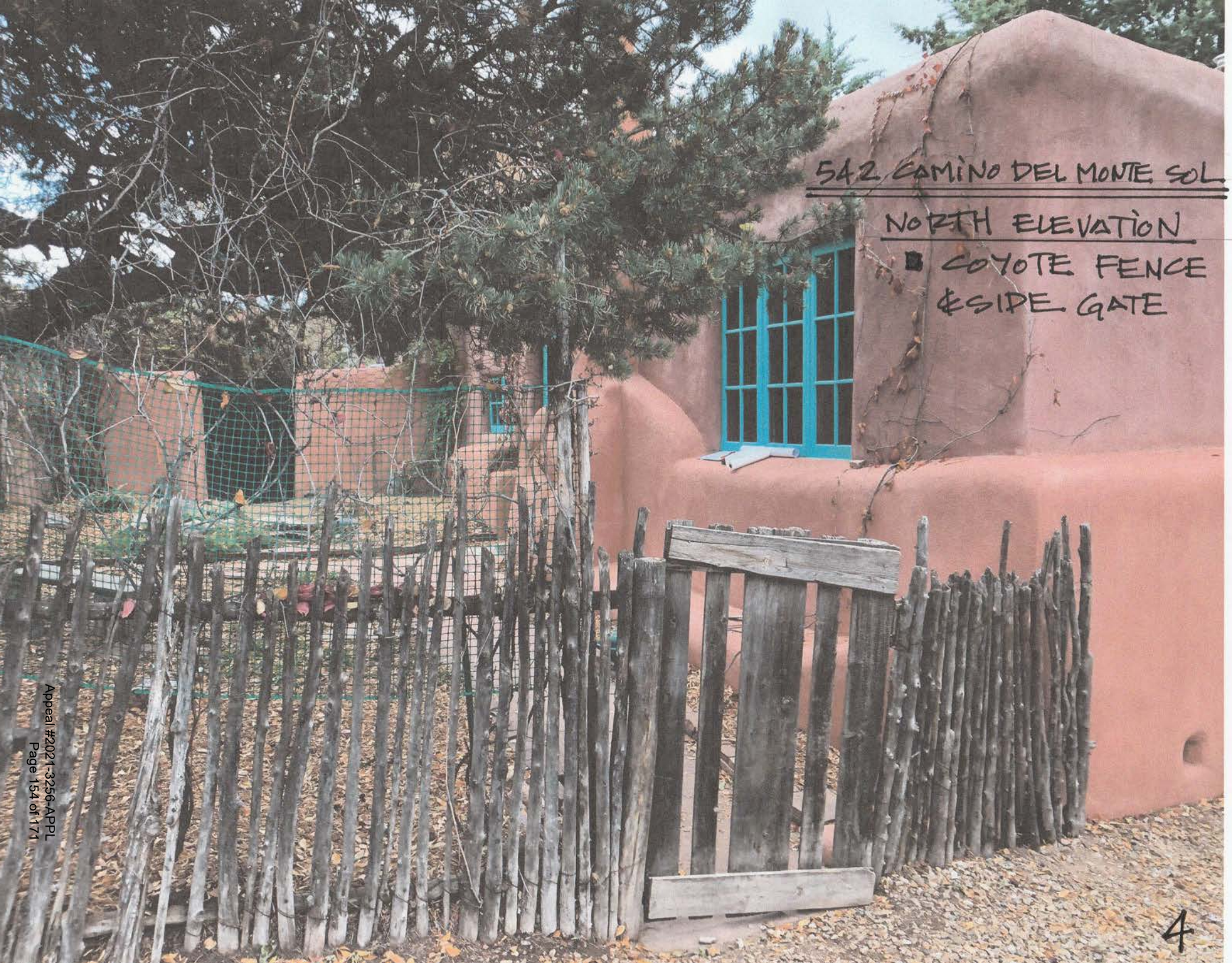
Appeal #2021-3256-APPL
Page 152 of 171



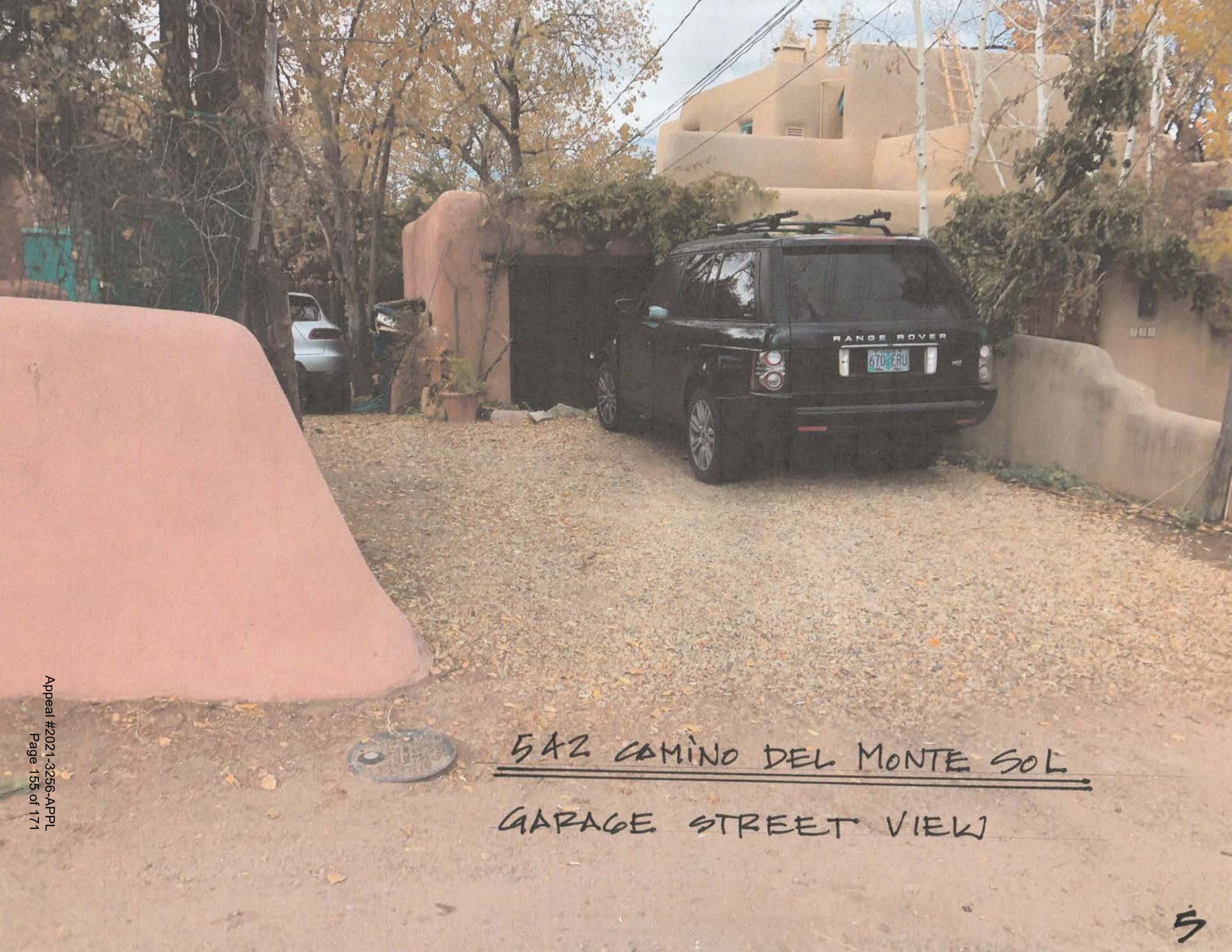
542 CAMINO DEL MONTE SOL

NORTH ELEVATION - COYOTE FENCE

3



Appeal #2021-3256-APPL
Page 154 of 171



542 CAMINO DEL MONTE SOL

GARAGE STREET VIEW

5


542 CAMINO DEL MONTE SOL
GARAGE -
FRONT ELEV.
6

542 CAMINO DEL MONTE SOL

El Rey® Stucco Solutions for the Southwest

Home | Products | Innovations | Systems & Assemblies | Support | Videos | News & Events | Store

Distributor Locator
Medallion Applicator Locator

- Specifications
- Details
- Warranty
- Tech Support
- Literature
- Color Charts
- Textures
- **Green/LEED**

Color Charts

Premium Stucco Finish Colors

Cameo 102 (67)	Colonial White 100 (76)	Madera 212 (24)	Candlelight 90 (75)	Hacienda 127 (52)
Cream 128 (70)	Ivory 129 (70)	La Morena 197 (19)	Soapstone 30 (66)	Fawn 117 (45)
Palomino 119 (55)	Navajo White 101 (71)	Sandalwood 121 (56)	Straw 122 (42)	Buckskin 106 (35)
Kokanee 108 (54)	Sand 103 (52)	Denim 107 (44)	Sahara 135 (35)	Adobe 116 (24)
Suede 118 (38)	Bamboo 105 (47)	Ash 110 (64)	Soft Rose 80 (60)	Cottonwood 115 (32)

EXISTING GARAGE COLOR (MATCH)

EXISTING YARD WALL COLOR (MATCH)

542 CAMINO DEL MONTE SOL



WoodScapes Exterior Polyurethane Semi-Transparent House Stain

Stain Color

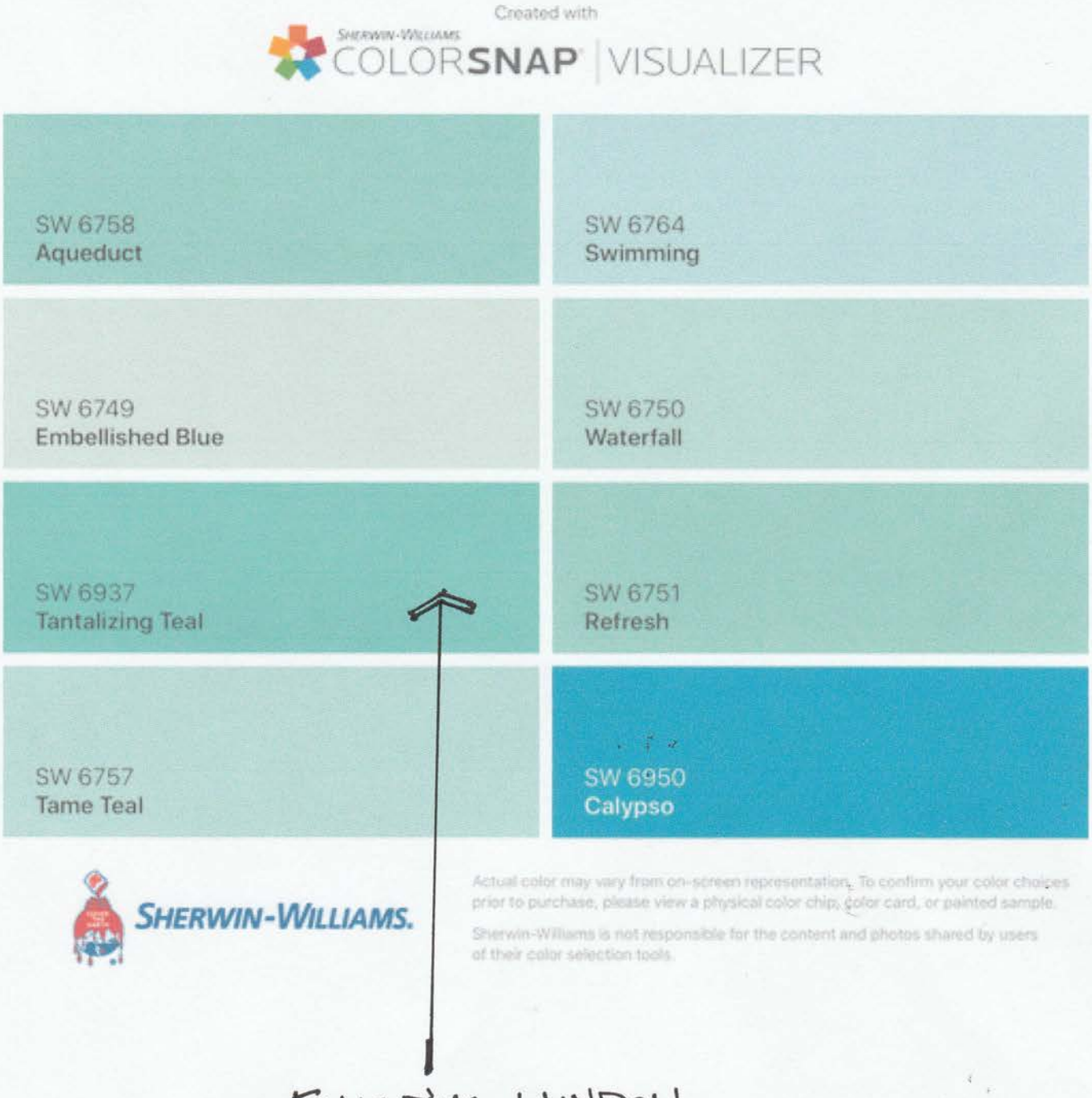
WoodScapes Exterior Polyurethane Semi-Transparent House Stain is available in 24 colors. Tintable in a wide array of colors for ultimate design flexibility and color matching - please visit your neighborhood Sherwin-Williams Store.

Select a Color

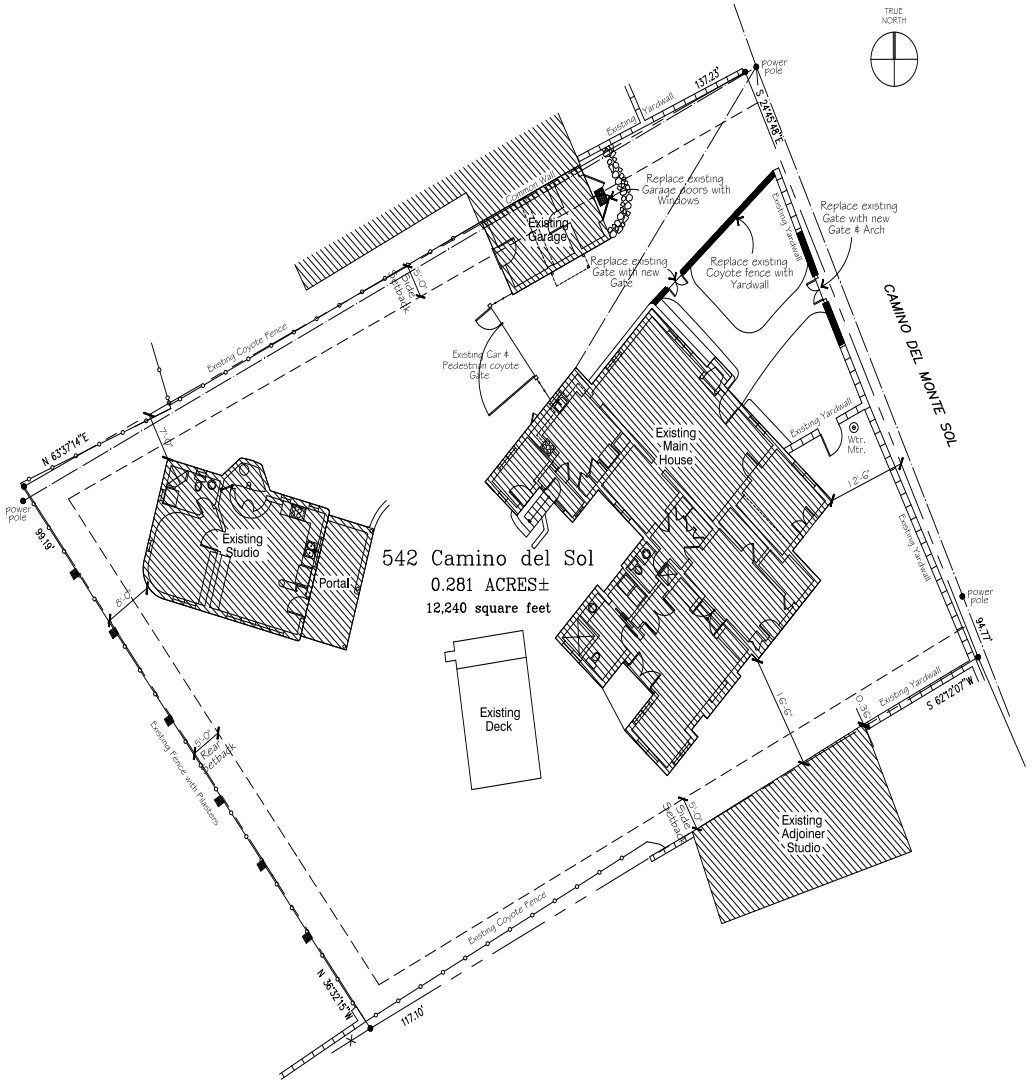
SW 3501 Redwood Exterior	SW 3502 Mission Wall Exterior	SW 3503 White Birch Exterior	SW 3504 Woodridge Exterior	SW 3505 Yankee Barn Exterior	SW 3507 Riverwood Exterior
SW 3508 Covered Bridge Exterior	SW 3509 Baja Beige Exterior	SW 3511 Cedar Bark Exterior	SW 3512 Cider Mill Exterior	SW 3513 Spice Chest Exterior	SW 3518 Hawthorne Exterior
SW 3520 Ficus Exterior	SW 3521 Crossroads Exterior	SW 3522 Banyan Brown Exterior	SW 3524 Chestnut Exterior	SW 3530 Moss Olive Exterior	SW 3531 Blue Shadow Exterior
SW 3532 Hill Country Exterior	SW 3533 Leeward Exterior	SW 3535 Foliage Exterior	SW 3540 Mountain Ash Exterior	SW 3541 Harbor Mist Exterior	SW 3542 Charwood Exterior

PROPOSED GATES STAIN COLOR

542 CAMINO DEL MONTE SOL



EXISTING WINDOW COLOR (MATCH)



1 SITE PLAN

From "Boundary Survey Plat for Frank W. Clifford and Barbara C. Anderson" 542 Camino del Monte Sol, City of Santa Fe, Santa Fe County, New Mexico projected Section 30, T.17 N, R.10 E., N.M.P.M. as shown on Plat of Survey filed in the Office of the Santa Fe County Clerk, on April 19, 2005, in Plat Book 585, Page 026, as Document No. 1376,185.



Vicinity Map

City of Santa Fe N.T. S

Index to Drawings:

C-1 SITE PLAN

A-1 EXISTING PLAN
A-2 PROPOSED PLAN
A-3 EXIST. & NEW EXTERIOR ELEVATIONS

Code Information:

Occupancy: Single Family Dwelling
5B Construction

Note: Project shall comply with the 2009 IRC as ammended by the state of New Mexico construction industries division referred to as the 2009 New Mexico Residential Building Code

Project shall comply with the new:
Residential Green Code for "Remodeling of Functional Areas and Small Additions"
- Chapter 12 -

Historic District:

Downtown and Eastside
Significant - Main House
Verify status from 1.12.2021 hearing - Garage
Verify status from 1.12.2021 hearing - Yardwalls

Zoning:

Zoned RC-8

City of Santa Fe
Santa Fe, NM.

12,240 sq.ft. (0.281 acres)

Existing Lot Coverage: 24% (No Change)
Existing Heated Area: 2,741 (No Change)
Existing Roofed Area: 2,888 (No Change)

Max. Allowable Height: No Change

Front Setbacks: 0'-0" with yardwall
(or 7'-0" without)

Rear Setbacks: 5'-0" with yardwall
(or 15'-0" without)

Side Setbacks: 5'-0"

Yardwall allowable Height: 4'-6" high
(Determined by Historic Review Board)

NO CHANGE IN BUILDING FOOTPRINT !!!

NO CHANGE IN BUILDING AREA !!!

SCALE: 1"= 10'

0 5' 10' 20' 30'

Architect:
STATE OF NEW MEXICO
CARLOS A. KINSEY
No. 3388
REGISTERED ARCHITECT

KINSEY
ARCHITECTURE + CONSTRUCTION
3600 Cerrillos Road. Unit 205
Santa Fe, NM. 87507
505.469.5396

REMODEL for
CHOCK RESIDENCE
542 Camino del Monte Sol Santa Fe, NM 87501

REMODEL

Date
DEC. 29, 2020

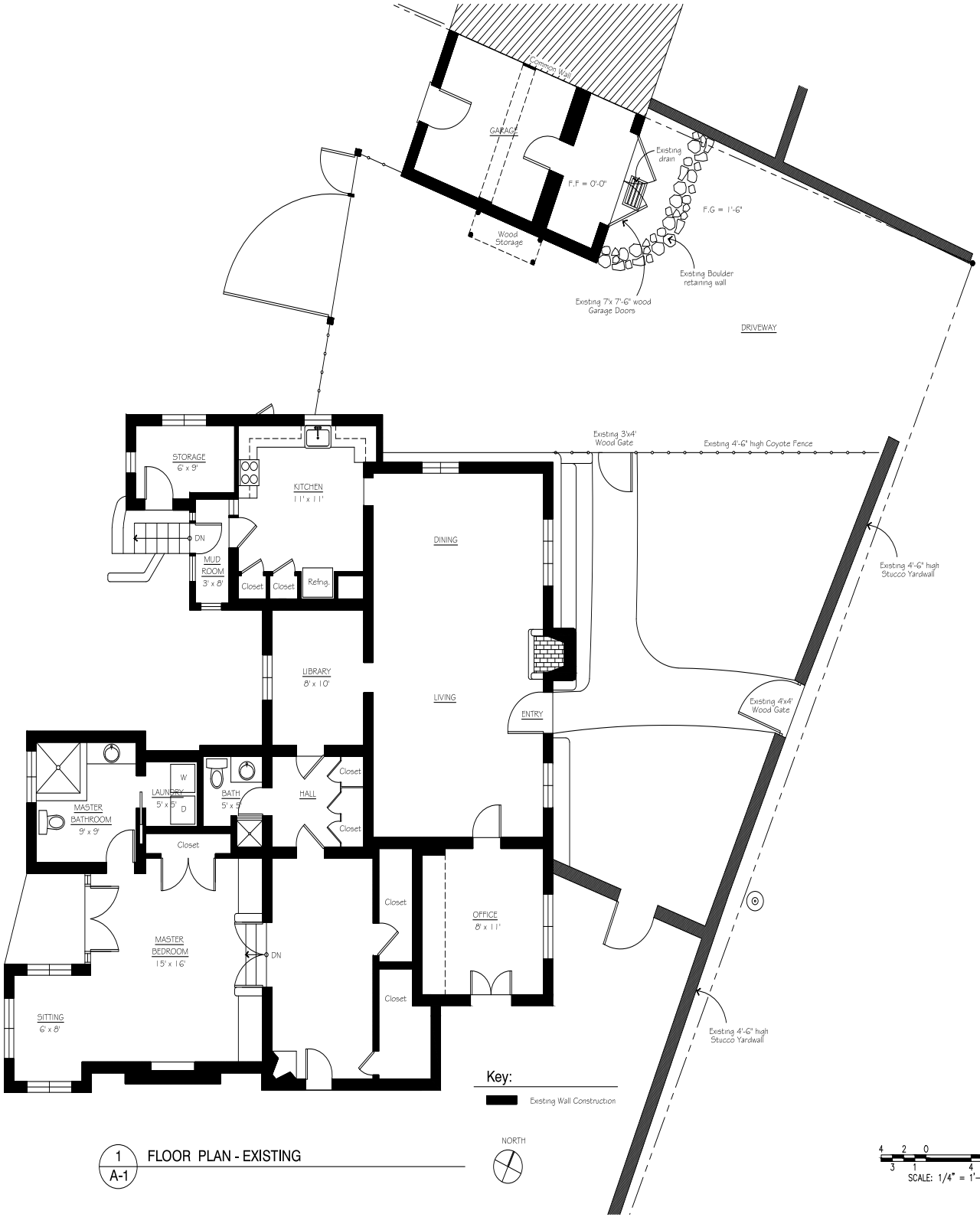
Revised:

Drawn by CK
Checked by CK

Sheet Title
SITE PLAN

Scale:
1:10

Sheet No.
C-1



1 / A-1 FLOOR PLAN - EXISTING

Architect:

STATE OF NEW MEXICO
CARLOS A. KINSEY
No. 3388
REGISTERED ARCHITECT

KINSEY
ARCHITECTURE + CONSTRUCTION
3600 Cerrillos Road, Unit 205
Santa Fe, NM. 87507
505.469.5396

REMODEL for
CHOCK RESIDENCE
542 Camino del Monte Sol Santa Fe, NM 87501

REMODEL

Date
DEC. 29, 2020

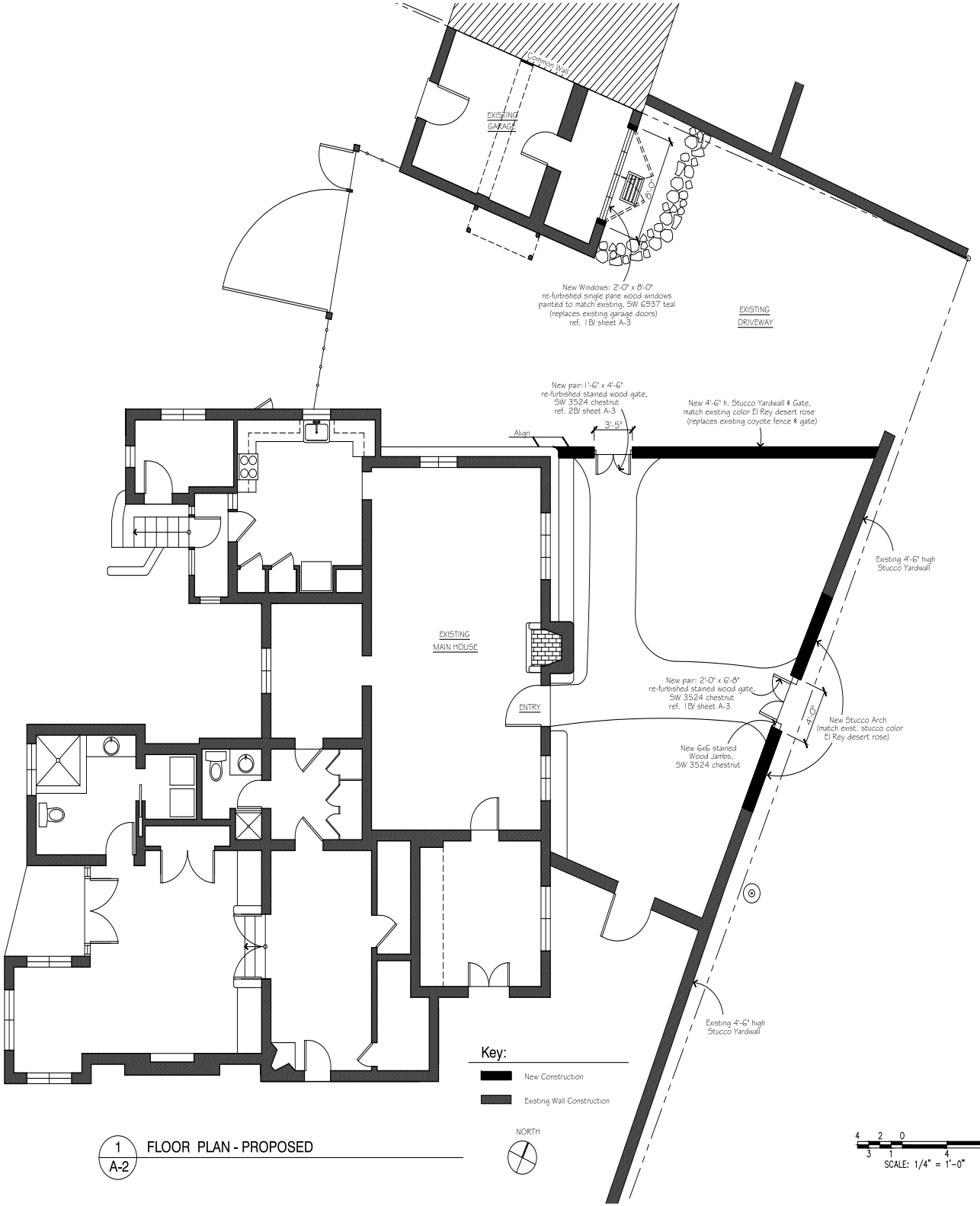
Revised:

Drawn by CK
Checked by CK

Sheet Title
EXISTING PLAN

Scale:
1/4"=1'-0"

Sheet No.
A-1



1 / A-2 FLOOR PLAN - PROPOSED

Architect:

STATE OF NEW MEXICO
CARLOS A. KINSEY
No. 3388
REGISTERED ARCHITECT

KINSEY
ARCHITECTURE + CONSTRUCTION
3600 Cerrillos Road, Unit 205
Santa Fe, NM. 87507
505.469.5396

REMODEL for
CHOCK RESIDENCE
542 Camino del Monte Sol Santa Fe, NM 87501

REMODEL

Date
DEC. 29, 2020

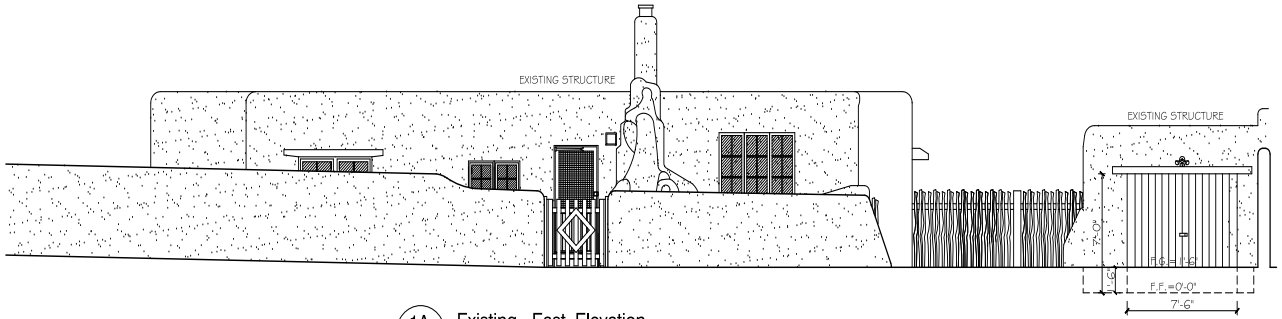
Revised:

Drawn by CK
Checked by CK

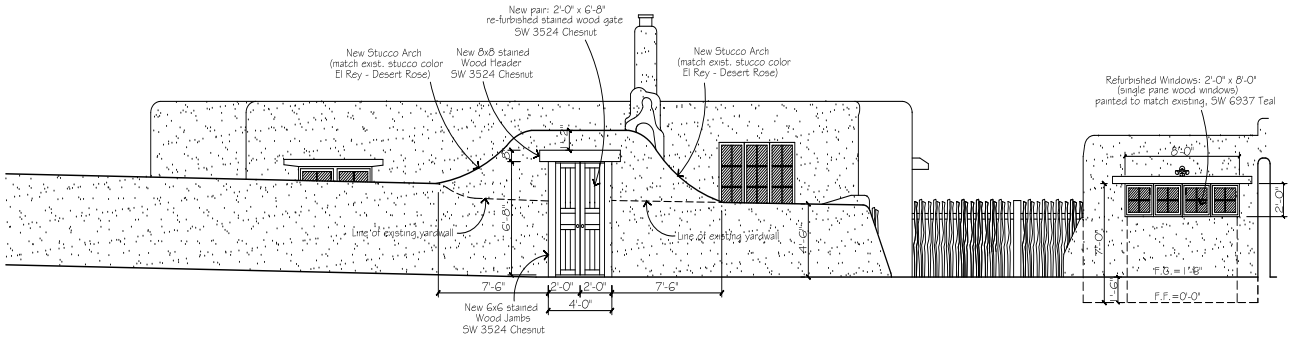
Sheet Title
PROPOSED PLAN

Scale:
1/4"=1'-0"

Sheet No.
A-2



1A Existing - East Elevation
(Front Elevation)



1B PROPOSED - East Elevation
(Front Elevation)

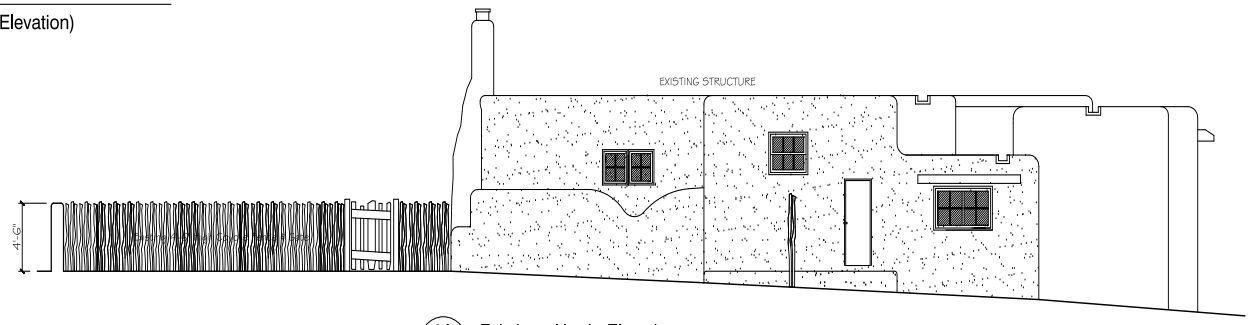
NOTE:

NEW GATES COLOR TO BE:
Stained SW3524 Chesnut

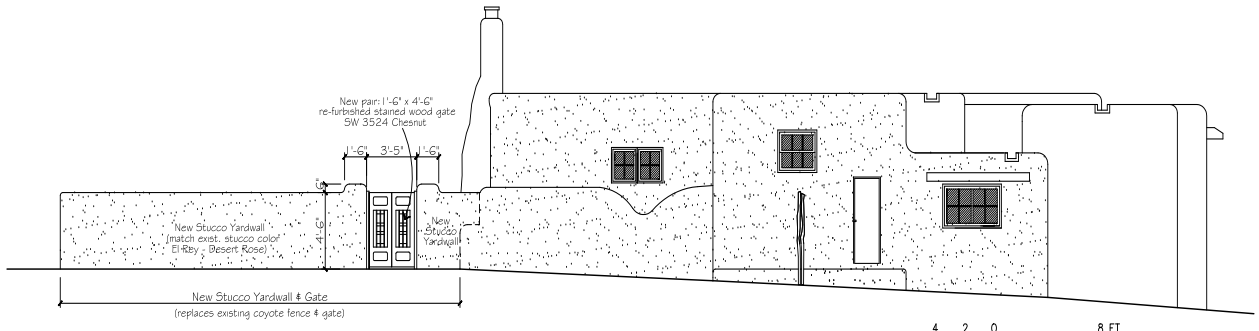
NEW YARDWALL STUCCO COLOR:
to match existing color El Rey - Desert Rose

NEW GARAGE STUCCO COLOR:
to match existing color El Rey - Adobe

NEW WINDOW STUCCO COLOR:
to match existing color SW 6937 Teal



2A Existing - North Elevation
(Side Elevation)



2B PROPOSED - North Elevation
(Side Elevation)

4 2 0 8 FT
3 1 4
SCALE: 1/4" = 1'-0"

Architect:
STATE OF NEW MEXICO
CARLOS A. KINSEY
No. 3388
REGISTERED ARCHITECT

KINSEY
ARCHITECTURE + CONSTRUCTION
3600 Cerrillos Road, Unit 205
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505.469.5396

REMODEL for
CHOCK RESIDENCE
542 Camino del Monte Sol Santa Fe, NM 87501

REMODEL

Date
DEC. 29, 2020

Revised:

Drawn by CK
Checked by CK

Sheet Title
EXISTING & PROPOSED EXTERIOR ELEVATIONS
Scale:
1/4"=1'-0"

Sheet No.
A-3

EXHIBIT

G

HISTORIC DISTRICTS REVIEW BOARD APPLICATION

PROJECT LOCATION: 542 CAMINO DEL MONTE SOL

HISTORIC DISTRICT: (from attached map) Downtown & Eastside [X] Don Gaspar Area [ ] Westside-Guadalupe [ ] Historic Transition [ ] Historic Review [ ] Landmark (outside of historic districts) [ ]

PROJECT PROPOSAL: REPLACE (2) YARD GATES, REPLACE GARAGE DOORS W/ WINDOWS

CONSTRUCTION COST: $ 20,000

BASE FEE: $ _____ + **EXCEPTION:** $_____ + **POSTER:** $_____ = **TOTAL:** $ _____

(base fee = ½ of 1% of construction cost, not to exceed $2,000 and not less than $250)

(each exception has an additional fee of $350) **($25 per poster with one (1) poster per street frontage)**

OWNER: LAURA CHOCK **PHONE #:** (505) 227-7979

OWNER MAILING ADDRESS: 542 CAMINO DEL MONTE SOL

CITY, STATE, ZIP CODE: SANTA FE, NM. 87501

EMAIL: LAURA@LAURACHOCK-LAW.COM

AGENT: CARLOS KINSEY **PHONE #:** (505) 469-5396

MAILING ADDRESS: 3600 CERRILLOS RD., #205.

CITY, STATE, ZIP CODE: SANTA FE, NM. 87507

EMAIL: INFO@KINSEYARCHITECTURE.COM

PREAPPLICATION MEETING: Date: 10/13/2020 Case Planner: DANIEL SCHWAB

AFFIDAVIT TO AUTHORIZE SOLE AGENT

I am,/We are the owner(s) and record title holder(s) of the property located at: 542 CAMINO DEL MONTE SOL

I/We authorize LAURA CHOCK to act as my/our agent to execute this application.

Signed: _____ Date: 11/24/2020

Printed Name: LAURA L. CHOCK

I/We shall act as my/our own agent to execute this application.

Signed: _____ Date: _____

Printed Name: _____

AFFIDAVIT TO AUTHORIZE SOLE AGENT must be signed to be accepted.

Original form must be submitted with Historic Districts Review Board Application packet.

All documents submitted to the Historic Preservation Division are public record. HPD does not return documents.

EXHIBIT

H

ITEM # 21-0046

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #2020-2959-HDRB
Address – 542 Camino del Monte Sol
Agent's Name – Carlos Kinsey
Owner/Applicant's Name – Laura L. Chock

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on January 12, 2021.

BACKGROUND

542 Camino del Monte Sol is a single-family residence listed as significant to the Downtown and Eastside Historic District. It is constructed in the Spanish Pueblo Revival style prior to 1928. A detailed history of the property was provided in the HCPI attached to the Staff Report. A new HCPI was created this year, which provided a detailed history of the property. The HCPI was attached to the Staff Report and included in the meeting packet.

In this case, the Applicant requested a status review and primary façade designation, as applicable, for the yard wall, coyote fence, and garage associated with the property. The HCPI recommended contributing status for the wall and non-contributing status for the garage. The HCPI did not take a position on the coyote fence.

The yard wall borders the property along the street. The yard wall is over 50 years old, is 75 feet long and between 4 and 5 feet in height, and is probably constructed of adobe. The property also includes a coyote fence, which separates the private garden from the driveway.

The garage is on the north side of the property, constructed on what is now the lot line. It appears to have earlier been a two-bay garage, but changes have altered it significantly so that the structure is now divided by a yard wall on the lot line, creating two garages in separate ownership. This case involves only the portion of the garage structure located on the Applicant's property. The front (east) façade contains historic swinging doors that are below ground level that are in poor condition. The west façade has a single non-historic door, and the south façade has no openings. Staff found that the structure was significantly altered after 1978, compromising its historic integrity. In a previous status review conducted in 2007, the garage was mentioned as non-contributing (case #H-07-40). This status designation, which was not based on a historical inventory, was not formally done by the Board and was presumably done by staff.

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Historic Preservation Division City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable Santa Fe City Code ("SFCC") requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the Application.
2. Historic Preservation Division Staff Recommendation: Staff recommended that the historic status of the wall be designated as contributing and the garage maintained as non-contributing, per SFCC Section 14-5.2(C) Designation of Significant and Contributing Structures. Staff did not recommend that a status be designated for the coyote fence.
3. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
4. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
5. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
6. Under SFCC Section 14-12.1, the definition of a "contributing structure" is "a structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains."
7. Under SFCC Section14-2.1, the definition of a "primary façade" is one or more principal faces or elevations of a building with features that define the character of the building's architecture.
8. Under SFCC Section 14-12.1, the definition of a "noncontributing structure" is a "structure, located in an H district, that is less than fifty years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the H District."
9. SFCC Section 14-5.2(C)(2)(a-c) gives the Board authority to review and approve "significant," "contributing," or "noncontributing" status designations and to designate primary façades of contributing structures.
10. Based on the information set forth in the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Board finds that the yard wall (excluding the non-historic gate) and garage meet the definition of a "contributing structure" as recommended by staff.
11. Although the garage has lost some historic integrity by being split in half by a lot line and dividing wall, the portion of the garage structure that is located on the Applicant's property is historic, it contributes to the streetscape, and otherwise retains integrity.
12. The Board finds that the east façade of the garage is the primary elevation of the structure with the features that define the character of the structure's architecture.
13. The Board finds that the coyote fence does not meet the definition of a contributing structure and should be designated as noncontributing.
14. The information contained in the Application and provided in testimony and evidence establishes that all applicable requirements for Board review have been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the Application as follows:

1. The Board has the authority to review and approve the Application.
2. The Board grants the Applicant's request to review historic status.
3. The Board designates the yard wall as a contributing structure, excluding the non-historic fence.
4. The Board designates the garage as a contributing structure, with the east façade as primary.
5. The Board designates the coyote fence as a noncontributing structure.

IT IS SO ORDERED ON THIS 28th DAY of JANUARY, 2021, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios
Chair

28 January 2021
Date

FILED:

Kristine Mihelcic
City Clerk

2/5/21
Date

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

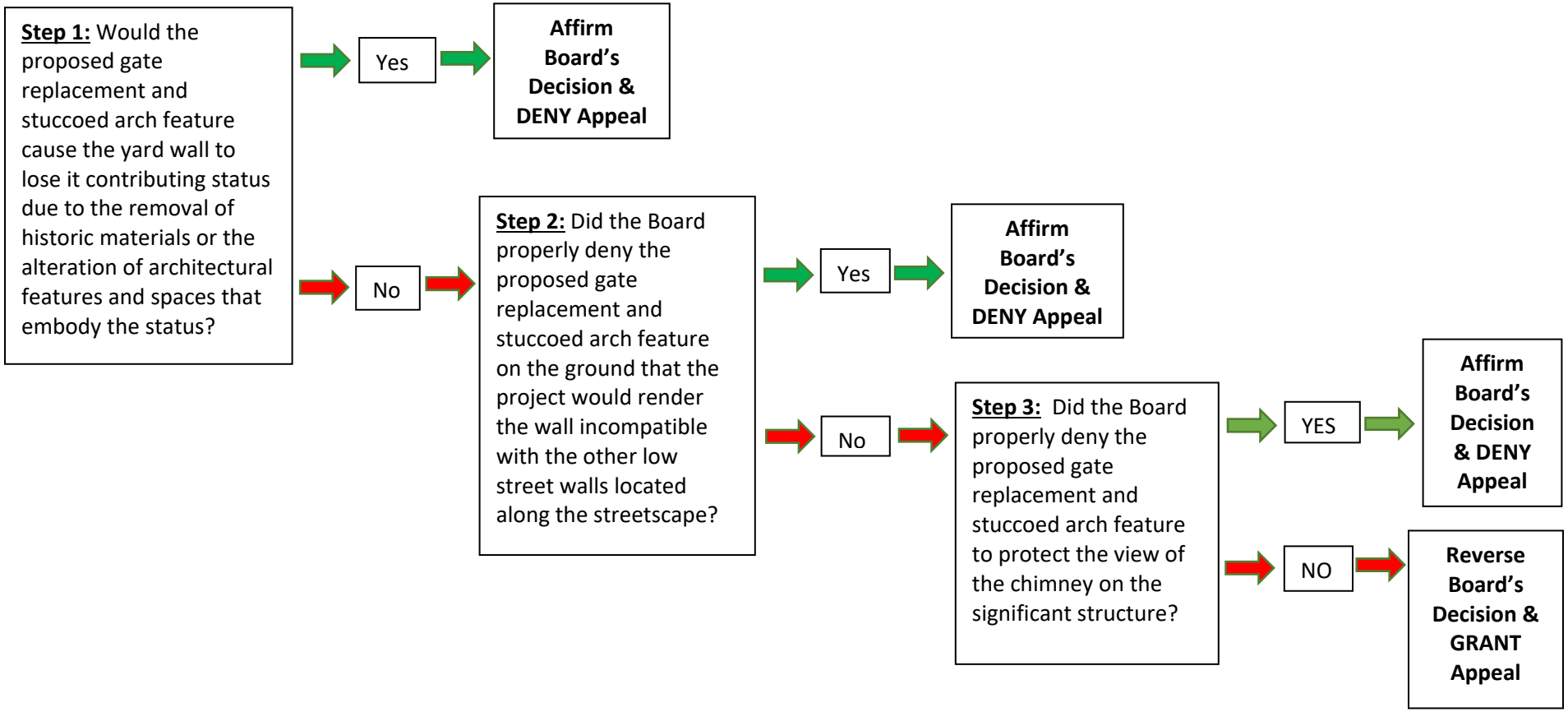
January 28, 2021
Date

EXHIBIT

I

Exhibit I: Decision Tree

Appeal #2021-3256-APPL
542 Camino del Monte Sol (Laura Chock)



Appellant's Supplemental Materials

Katz
Herdman
MacGillivray &
Fullerton PC

Leonard S. Katz
Frank T. Herdman
Melanie E. MacGillivray
Seth R. Fullerton
Colin T. Cameron
David J. Pumarejo
Brecken N. Larson

A Professional Corporation | ATTORNEYS AT LAW

April 1, 2021

Members of the Governing Body
City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87504

RE: Appeal of Case 2020-003006-HDRB
Laura Chock, Appellant

Dear Members of the Governing Body:

I represent Laura Chock, who is the appellant in the above-referenced appeal to the Governing Body from the decision by the Historic Districts Review Board ("HDRB") in Case 2020-003006-HDRB. This letter is submitted to the Governing Body in support of Ms. Chock's appeal and for inclusion in the packet materials for the hearing on the appeal.

I. BACKGROUND

This appeal concerns the appellant's proposed replacement of the front pedestrian gate at her home at 542 Camino Del Monte Sol. The existing wooden gate, which is non-historic and noncontributing, has deteriorated and needs to be replaced. **Exhibit 1.** The proposed replacement gate includes a stuccoed arch that will be four feet wide and six feet, eight inches tall and will include wooden gate doors made from a 100-year old gate from Mexico. **Exhibits 2 and 3.** No exception is required for the proposed new arched gate and gate door.

The HDRB denied approval of the proposed gate on the following two grounds:

- "The Board finds that the new yard wall gate and stuccoed arch would block the view of the chimney of the significant structure, which has existed for almost 100 years."

- "The Board finds that the proposed change to the front yard wall would alter the architectural features and spaces that embody the status of the contributing yard wall structure and render the wall incompatible with the other low street walls located along the Camino del Monte Sol streetscape."

See HDRB's Findings of Fact and Conclusions of Law, Case 2020-3006-HDRB at 3-4.

123 E. Marcy Street, Suite 200 Santa Fe, New Mexico 87501
direct dial 505.946.2815 | email fth@santafelawgroup.com | www.santafelawgroup.com | facsimile 505.988.1286

II. ARGUMENT

A. Based on prior and still binding precedent, the HDRB cannot reject a proposed project because it might block or obstruct the view of another structure.

Both the Governing Body and the First Judicial District Court have ruled in separate appeals that the Santa Fe City Code does not permit the HDRB to deny a proposed building or improvement, such as the appellant's proposed arched gate, because the new building or improvement obstructs the view of another building, or the features of another building, including a historic structure. Here, the HDRB disapproved the proposed new gate because it "would block the view of the chimney" of the appellant's home, which is a significant structure that includes a sculpture on the chimney facing the street.

In *Teme, Ltd., d/b/a The Inn at Loretto v. City of Santa Fe*, et al., First Judicial District Court, Action No. D-101-CV-1994-02322, the HDRB denied the applicant's proposed 43-feet tall commercial building on the grounds that the proposed building would impair the view of the St. Francis Cathedral from Old Santa Fe Trail. **Exhibit 4 at 3.** The applicant appealed the HDRB's decision to the Governing Body, which affirmed the decision of the HDRB. On appeal to the District Court, Judge Stephen Pfeffer reversed the decision, ruling that "[n]either the Board nor the Council has the power to or authority under the Santa Fe City Code as adopted to preserve historic 'view corridors.'" **Id. at 8.**

In Case #2015-80, which entailed an appeal from the HDRB to the Governing Body, the applicant, Palacio Azul, Ltd., proposed modifications to a residential structure that would have blocked the view of the historic Ashley Pond House, designed by John Gaw Meem, from East Alameda Street. The HDRB denied approval of the modifications "based on the proposition that changes to Unit 7 would block a citizen on East Alameda from viewing the primary façade of a contributing structure (the Pond House)…." **Exhibit 5 at 3.** In his Memorandum to the Governing Body on the appeal, Assistant City Attorney Zachery Shandler, with the approval of the then City Attorney Kelly Brennen, cited the decision in the *Teme* case, and stated unambiguously to the Governing Body that "there is no express language in the Historic Code that gives the Board the power to guarantee a citizen the right to view certain properties." **Id. at 4.** He stated further that "this aspect of the decision [in the *Teme* case] was not overturned and remains valid law." **Id. at 5.** And he stated: "This means that the Court found there are no statutory grounds for the proposition of a 'view corridor' in the City Code." **Id.** In his presentation to the Governing at the hearing on the appeal, as reflected in the minutes of the hearing, Mr. Shandler could not have been more clear:

> Mr. Shandler said, "I need to note for the record that the law of the Board's role in overseeing how a building looks from the street, like the type of stucco, the metal elements, the roof shape, there is no expressed language in the Historic Code that gives the Board the power to guarantee a citizen, like myself, the right to view certain properties."

Exhibit 6 at 1. The Governing Body agreed with Mr. Shandler's conclusion. In its written decision reversing the decision of the HDRB, the Governing Body acknowledged the validity of the ruling in the *Teme* case, in particular the ruling that "neither the [HDRB] nor the Council has the power or authority under [Code] as adopted to preserve 'view corridors'…." **Exhibit 7 at 2.**

The holding in the *Teme* case and the Governing Body's decisions in the Palacia Azul appeal remain valid and binding precedent today. Since those decisions, there have not been any amendments to the Santa Fe City Code that would permit the HDRB, or the Governing Body, to deny an application on the grounds that the proposed structure will obstruct the view of another building, including a historically significant structure. For this reason, the decision by the HDRB denying approval for the appellant's proposed arched gate violated Chapter 14 of the Santa Fe City Code.

Additionally, the HDRB's decision was not supported by substantial evidence because the height of the existing wall, which is four feet, six inches tall, does not obstruct the view of the chimney from locations adjacent to the proposed gate. **Exhibit 8.**

B. **The proposed arched gate should be approved because it complies with the design standards for the Downtown and Eastside Historic District.**

The subject property is located within the Downtown and Eastside Historic District, the standards for which are found in SFCC 14-5.2.E. Those standards recognize that pedestrian gates with arches are integral to "Old Santa Fe Style." Section SFCC § 14-5.2.E(1)(a) states that "arches are almost never used except for *nonfunctional arches*, often slight ogive, *over gateways in freestanding walls*" (emphasis added).[1] The arched pedestrian gate is undeniably a classic and well-known architectural feature of Old Santa Fe Style, as recognized by a study published by the City's Planning Department in 1989 entitled *Eastside Streetscapes,* which includes a review of the

[1] The term "ogive" means a "pointed arch." Merriam-Webster online dictionary. The foregoing provision does not mandate that pedestrian gates be pointed, but, instead, states "often slight ogive." The photographs of the pedestrian gates along Camino del Monte Sol show that, in fact, the gates along the street are typically rounded or flat with a wooden linten above the opening similar to the gate proposed by appellant.

characteristics of the streetscape along Camino Del Monte Sol, where the subject property is located. The study states that integral to Camino Del Monte Sol streetscape are "strongly dominant high wall(s), sculptured walls with aged wooden gates that are frequently paneled or heavily carved." **Exhibit 9 at 4**. The study refers to "several stretches [along the street where] there is strong continuity of form in the high walls at pavement edge creating a single undulating plane" and states that the "[b]uildings behind are partially visible or blocked from view." **Id.**

The photographs attached as Exhibit 3 to appellant's Verified Appeal Petition show examples of similar arched gates found along Camino del Monte Sol, confirming that the proposed arched gate, including the 100-year old door, are entirely consistent with the architectural features of Old Santa Fe Style and the design standards for the Downtown and Eastside Historic District and that the proposed gate, which will be stuccoed to match the existing wall, will not alter the architectural features of the contributing yard wall.[2] For this additional reason, the decision of the HDRB should be reversed because it disregarded the applicable design standards that govern this application.

III. RELIEF REQUESTED

Ms. Chock requests that the Governing Body reverse the HDRB's decision denying approval of the proposed arched gate and wooden door and that it approve the replacement gate, including the arch and new door, as proposed.

Sincerely,

FRANK T. HERDMAN

[2] There are no proposed alterations to the contributing front wall. New and matching stucco will be applied only to the arch that is part of the new gate. Although the height of the proposed gate was not a reason for the HDRB's decision, it is worth noting that in historic districts, height limitations exclude the increased height of walls or fences over pedestrian and vehicular openings, and gates. SFCC § 14-5.2(D)(9)(c)(iii).

EXHIBIT 1

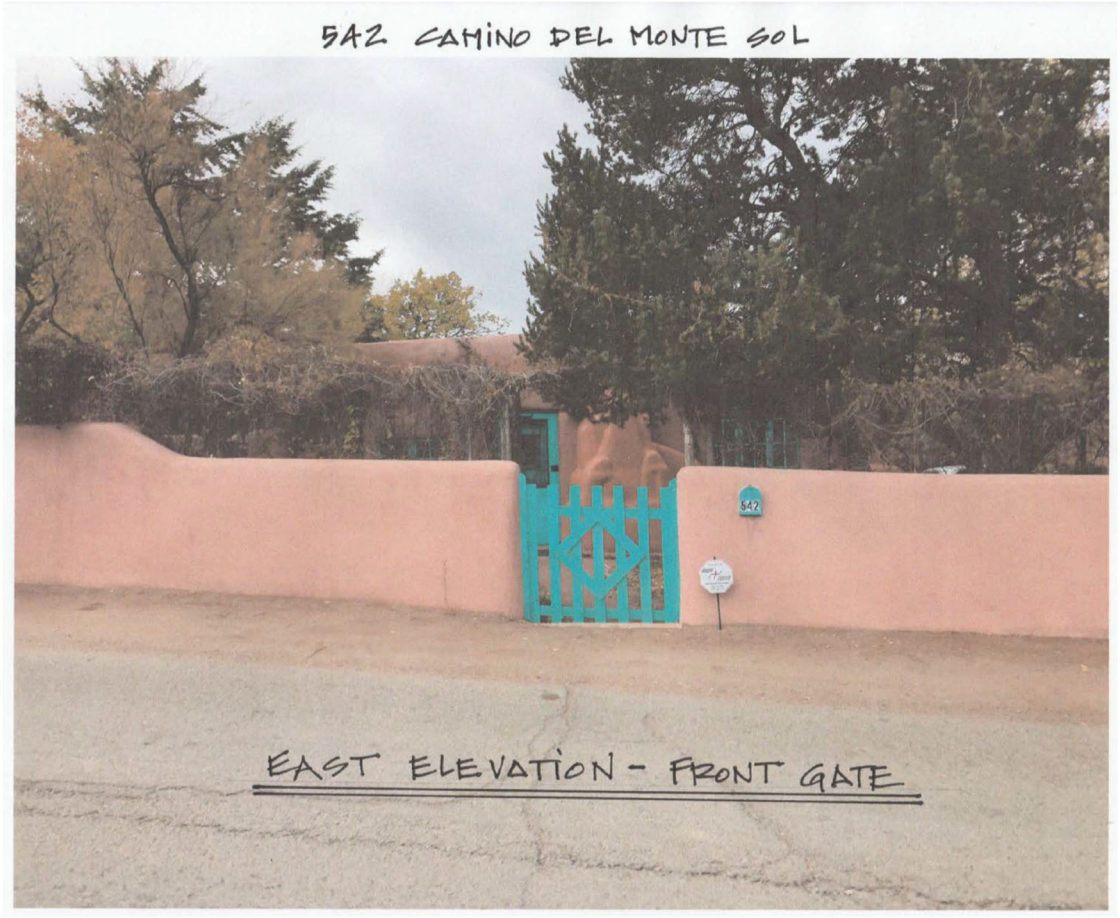
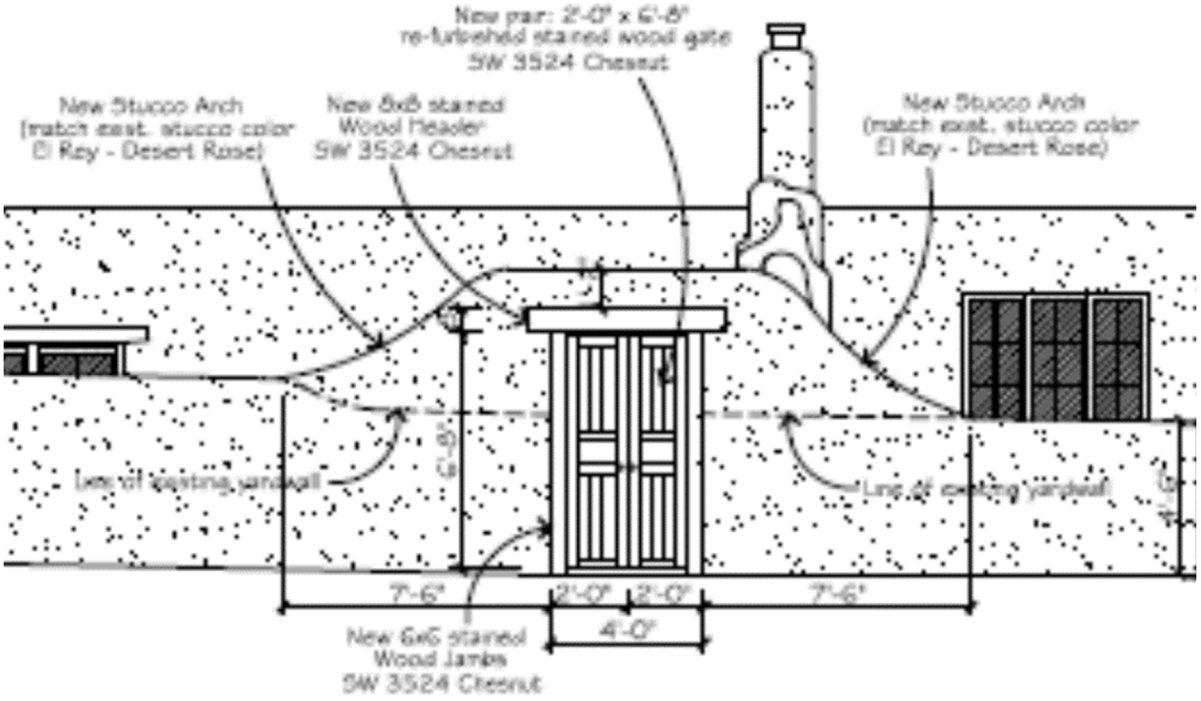




EXHIBIT 2



1B PROPOSED - East Elevation

(Front Elevation)

EXHIBIT 3
(Doors to be Used for Gate)



EXHIBIT 4

ENDORSED

MAR 16 2000

FIRST JUDICIAL DISTRICT COURT
SANTA FE, RIO ARRIBA & LOS ALAMOS COUNTIES
P. O. Box 2268
Santa Fe, New Mexico 87504-2268
Sylvia Vigil Quintana
Court Administrator/District Court Clerk

FIRST JUDICIAL DISTRICT COURT
COUNTY OF SANTA FE
STATE OF NEW MEXICO

No. SF 94-2322 (C) consolidated with
SF 96-370 (C)
SF 96-793 (C)
SF 96-1006 (C)

D-101-CV-1994-02322

TEME, LTD., a limited partnership,
d/b/a The Inn at Loretto,

Petitioner,

vs.

CITY OF SANTA FE, et al.,

Respondents.

COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW

Findings of Fact

1. The Court has jurisdiction over the parties and the subject matter of this action.

2. Petitioner, Teme, Ltd., owns the real property located at 211 Old Santa Fe Trail, Santa Fe, New Mexico, on which is located the Loretto Chapel and the Inn at Loretto (the "Property").

3. The Property is located within the City of Santa Fe's Historic District, which is registered as such on the State Register of Cultural Properties (since 1972) and the National Register of Historic Places (since 1973).

4. The City of Santa Fe is a municipal corporation.

A. SF 94-2322 (C)

5. On January 27, 1971, the Santa Fe City Council adopted Resolution No. 1971-3, which states that "the Council does not object to the concept of a building with a maximum

height of 65 feet to be located on the property now occupied by Loretto Academy, provided that such building conforms to applicable provisions of the H Zone and C-3 Zone Ordinances, and provided further that exterior details of such building receive approval of the Historical Style Committee."

6. Petitioner purchased the Property from the previous owners, the Sisters of Loretto, in 1971.

7. Pursuant to a demolition permit issued by the City on February 2, 1971, Petitioner demolished all of the buildings that comprised the Loretto Academy, with the exception of the historic Loretto Chapel and the Opportunity School and its associated structures (hereafter "Opportunity School structures").

8. Since the removal of the Loretto Academy building, no building permit had been issued for the northwest corner of the Property.

9. On June 8, 1994, the Petitioner, through its agent, James Kirkpatrick, filed an application to construct a three (3) story, 43-foot retail/office building at the northwest corner of the Property, and that application included the removal of a rock wall on the Property.

10. A public hearing on Petitioner's application was held before the City's Historic Design Review Board on July 12, 1994.

11. The Historic Design Review Board unanimously denied Petitioner's application after a public hearing in which the Petitioner's representative, James Kirkpatrick, was present and had the opportunity to present evidence and to cross-examine witnesses.

12. The minutes of the Historic Design Review Board reflect that the Board voted to deny the application to construct a building on the northwest corner of the Property for the

following reasons: (1) the potential impact of the proposed building on the Loretto Chapel and the contribution to the Chapel makes to the historic streetscape and the district, (2) the intrusive character of the proposed building on the historic district because of its height, (3) the proposed building would impair the view of the St. Francis Cathedral from Old Santa Fe Trail, and (4) the removal of the rock wall would further diminish the integrity of the site and district.

13. The Board's, and later the Council's, reasons for denying the application were necessarily based upon and inextricably connected to the following:

a. the Board's erroneous understanding that it has the power and authority to preserve historic "view corridors";

b. the Board's erroneous understanding that the "view corridor" to the St. Francis Cathedral was historic; and

c. the Board's erroneous understanding of its authority to regulate proposed modifications or removal of the wall.

14. At no time did Teme propose to physically alter the Loretto Chapel or in any other way physically modify the structure, and at no time was the status of the Chapel as a contributing or significant structure proposed to be altered or removed.

15. The "view corridor" first came into existence in 1972, when Teme demolished the old Academy Building situated on the northwest corner of the Property. Prior to 1972, the Academy Building had blocked the view from the Chapel to the Cathedral.

16. At no time has any part of the rock wall been designated as "significant" or "contributing" pursuant to applicable City ordinances. More specifically, the City has not

employed the procedure prescribed in the Santa Fe City Code §§ 14-70.71, 14-70.72 for the designation of a structure as "contributing" or "significant" (as those terms are defined) with respect to the rock wall.

17. Neither the City Staff nor the Historic Design Review Board has the authority under the Santa Fe City Code §§ 14-70.71, 14-70.72 to designate structures as "contributing" or "significant." The City Council is the sole body which has the authority to make such designations in accordance with the procedures set forth in Santa Fe City Code §§ 14-70.71, 14-70.72. The City Council still has such authority to designate the rock wall as of the date of this decision, provided the required procedures are followed.

18. The City Code does not allow the Historic Design Review Board to regulate "view corridors," and the view created by Teme's demolition of the Academy Building on its property was not "historic" at the time of the decision because it was not fifty years old or older.

19. On July 19, 1994, Petitioner filed an appeal of the Historic Design Review Board's denial of this application to the Santa Fe City Council.

20. After a public hearing on September 13, 1994, at which the Petitioner was present and had an opportunity to present evidence, the Santa Fe City Council denied Petitioner' s appeal and upheld the decision of the Historic Design Review Board, based upon the same reasons as the Historic Design Review Board's denial of Teme's application.

21. The Petitioner never received a permit to build on the northwest corner of the property or to demolish the rock wall.

B. SF 96-370 (C)

22. The Opportunity School served as a school for handicapped children, and had served other functions associated with the history of the Loretto Academy.

23. Petitioner did not demolish the Opportunity School structures pursuant to the demolition permit issued by the City on February 2, 1971.

24. Instead, Petitioner used the Opportunity School structures for office space and storage for approximately twenty-five (25) years after the demolition permit was issued.

25. In 1983, the Opportunity School structures were surveyed for their historic character.

26. On February 26, 1992, the City adopted Ordinance No. 1992-8 (§§14-70.71, et seq.), which authorized the City to designate certain buildings and structures as "landmark," "significant" and "contributing," and to regulate the alteration, demolition and additions to such buildings and structures. The Ordinance also provides for the adoption of an official map of landmark, significant and contributing structures.

27. On November 14, 1995, Petitioner's agent, Mr. Kirkpatrick, attended a public meeting of the Historic Design Review Board at which the Board voted to recommend inclusion of the Opportunity School structures on the City's official map of "landmark," "significant" and "contributing" structures. Mr. Kirkpatrick informed the Board of his opposition to the proposed action.

28. After a public hearing on January 10, 1996, the City Council adopted Ordinance No. 1996-1 designating the Opportunity School structures and a small section of a wall on the northwest boundary of the property as "contributing" structures.

C. SF 96-793 (C)

29. In December 1992, the City Council enacted Ordinance No. 1992-51 authorizing the Historic Design Review Board to restrict building heights in the historic district to less than that allowed by the underlying zoning.

30. Subsequent to the adoption of Ordinance No. 1992-51, an ad hoc committee was formed to develop a height ordinance with specific standards. The ad hoc committee included two members of the City Council, two members of the Historic Design Review Board, two members of the Development Review Committee, and two representatives of the Planning Department.

31. Petitioner's agent, James Kirkpatrick, was present at meetings of the Planning Commission, Historic Design Review Board, and Santa Fe City Council and at those meetings he spoke in opposition to the proposed Ordinance and its application to the Property.

32. After a public hearing on February 28, 1996, the Santa Fe City Council enacted Ordinance No. 1996-8, which includes standards and a formula for determining allowable building heights in the historic district.

33. Ordinance No. 1996-8 was not used in the City's consideration of Petitioner's application to build on the northwest corner of the property, and the application was not denied on that basis.

D. SF 96-1006 (C)

34. On February 2, 1971, Petitioner received a permit to demolish all of the structures on the Property, with the exception of the Loretto Chapel.

35. Petitioner did not demolish the Opportunity School structures pursuant to the permit issued on February 2, 1971, and, instead, used the structures for storage and office space for the next twenty-five (25) years.

36. The Opportunity School structures were designated as "contributing" structures under Ordinance No. 1996-1 of the City's historic district ordinances after public hearing on January 10, 1996, and those structures were included on the City's Historic District Status Map as of that date.

37. On January 19, 1996, Petitioner filed another application for a permit to demolish the Opportunity School structures.

38. The Opportunity School structures are historically significant.

39. The Opportunity School structures are an essential part of a unique street section.

40. The demolition of the Opportunity School structures would result in a loss or deterioration of the historic character of the historic district.

42. After a public hearing on February 27, 1996, the Historic Design Review Board denied Petitioner's application to demolish the Opportunity School structures.

43. Petitioner filed an appeal of the Historic Design Review Board's denial of its application for a demolition permit and, after a public hearing on April 10, 1996, the Santa Fe City Council denied Petitioner's appeal and upheld the Historic Design Review Board's decision.

Conclusions of Law

1. To the extent that any of the foregoing findings of fact are in whole or in part conclusions of Law, they are hereby incorporated as conclusions of law.

A. SF 94-2322 (C)

2. The public hearing conducted by the Historic Design Review Board on July 12, 1994 on Petitioner's application to construct a building on the northwest corner of the Property was properly noticed, and did not deny Petitioner's right to due process and equal protection.

3. The Historic Design Review Board's and the Council's denial of Petitioner's application to construct a building on the northwest corner of the Property and to demolish a rock wall was unsupported by substantial evidence, was arbitrary and capricious and not otherwise in accordance with law for the following reasons:

a. Neither the Board nor the Council has the power or authority under the Santa Fe City Code as adopted to preserve historic "view corridors" and the "view corridor" in question was not "historic";

b. The Board's and the Council's ability to regulate or establish "open space" requirements is limited to the provisions of the Loretto Subdistrict of the Business Capital District as found in Santa Fe City Code § 14-26.66 et seq., and additionally limited to the concept of open space set forth in the definition of "streetscape" contained in Santa Fe City Code § 14-70, and the Board and

the Council were required to make findings with respect to both of those ordinances.

c. the rock wall has not been designated as a "contributing" or "significant" structure under the Santa Fe City Code, and to the extent the Board and Council denied the application on that basis, its decision was unlawful, arbitrary and capricious, although the Council still has the authority to make such designation in the future under the Santa Fe City Code;

d. There was no evidence that the historic status of the Loretto Chapel itself would be altered or changed under Teme's application, and the Board's and the Council's denial of the application on the basis that the Chapel's status or the Chapel itself would be altered or changed was arbitrary, capricious and unlawful.

4. The public hearing conducted by the Santa Fe City Council on September 13, 1994 on Petitioner's appeal of the Historic Design Review Board's denial of his application for a building permit was properly noticed.

5. The City Council technically and substantially complied with the requirements of the Open Meetings Act in its consideration of the Petitioner's application to build on the northwest corner of the Property and to demolish the rock wall, and Petitioner was not denied due process and equal protection.

6. Resolution No. 1971-3 is not binding on the City, it did not create vested rights, and the City is not estopped from enforcing the Historic District Ordinances, or any other ordinances, with regard to the subject Property.

7. Petitioner had no vested right to construct a building on the northwest corner of the Property and to demolish the rock wall.

8. The City was not estopped from denying Petitioner's application to build on the northwest corner of the Property and to demolish the rock wall.

9. The City Council's denial of Petitioner's appeal of the Historic Design Review Board's denial of Petitioner's application to construct a building on the northwest corner of the property was arbitrary and capricious, and was unsupported by substantial evidence.

10. The City has the right to preserve the rock wall on the northwest corner of the property in accordance with the procedures set forth for doing so under the Santa Fe City Code and Historic District Ordinances.

B. SF 96-370 (C)

11. The Petitioner had no vested right to demolish the Opportunity School structures.

12. The City was not estopped from denying Petitioner's application to demolish the Opportunity School structures (for the purpose of this conclusion, the Opportunity School structures do not include the 1984 additions to those structures).

13. The Opportunity School structures, with the exception of the 1984 additions, are "contributing" under the City's historic district ordinance, and the City properly denied the Petitioner's application with regard to the "contributing" structures.

14. The Property was properly included in Ordinance No. 1996-1, and the Historic Districts Status Map, governing the designation of "significant" and "contributing" structures under the City's historic district ordinance.

C.SF 96-793 (C)

15. Ordinance No. 1996-8 (the Height Ordinance) is not unreasonable or arbitrary, and it is reasonably related to the City's interest in preserving the historic character and integrity of the historic district.

16. Ordinance No. 1996-8 is not unconstitutional.

17. The ad hoc committee was not a decision-making or policy making body under the Open Meetings Act.

18. Even if the Open Meetings Act applied to the ad hoc committee, any procedural defect under the Open Meetings Act was cured by the subsequent discussion of Ordinance No. 1996-8 at public hearings of the City's Planning Commission, the Historic Design Review Board, a Planning commission subcommittee, and the City Council.

19. Ordinance No. 1996-8 was properly adopted after several public hearings of the City's Planning Commission, a Planning Commission subcommittee, the Historic Design Review Board and the Santa Fe City Council.

20. Petitioner had adequate notice and a meaningful opportunity to present evidence and to cross-examine witnesses in its protests of the adoption of Ordinance No. 1996-8.

21. Ordinance No. 1996-8 was not used as the basis for the City's denial of Petitioner's application to construct a building on the northwest corner of the Property.

22. The Petitioner had no vested right to construct buildings on the Property up to a height of 65 feet.

23. The Historic Design Review Board and the Santa Fe City Council were not estopped from denying Petitioner's application for a permit to build structures on the Property up to *65* feet in height.

D. SF 96-1006 (C)

24. The demolition permit issued on February 2, 1971 expired in accordance with Section 303(d) of the Uniform Building Code, which had been adopted by the City of Santa Fe, and which provides that permits shall expire if the work authorized by the permit is not commenced within 60 days, or if the work is suspended or abandoned for a period of 120 days.

25. Petitioner did not demolish the Opportunity School structures in 1971, and instead, used the structures as office and storage space for approximately 25 years prior to applying for a new demolition permit in 1996. Petitioner, therefore, did not substantially rely on the demolition permit issued for February 2, 1971.

26. Petitioner had no vested right to demolish the Opportunity School structures.

27. The City was not estopped from denying Petitioner's application for a permit to demolish the Opportunity School structures.

28. The demolition of the Opportunity School structures would cause the loss of historic fabric and historic character in the City's historic district.

29. The City's decision denying the Petitioner's application for a permit to demolish the Opportunity School structures designated as "contributing" under the ordinance was supported by substantial evidence, and was not arbitrary and capricious.

Stephen Pfeffer

STEPHEN PFEFFER
DISTRICT JUDGE

EXHIBIT 5

City of Santa Fe, New Mexico

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Javier M. Gonzales, Mayor

Councilors:
Peter N. Ives, Mayor Pro Tem, Dist. 2
Patti J. Bushee, Dist. 1
Signe I. Lindell, Dist. 1
Joseph M. Maestas, Dist. 2
Carmichael A. Dominguez, Dist. 3
Christopher M. Rivera, Dist. 3
Ronald S. Trujillo, Dist. 4
Bill Dimas, Dist. 4

Memorandum

To: Members of the Governing Body

From: Zachary Shandler, Assistant City Attorney ZS

Via: Kelley Brennan, City Attorney KAB

Re: Case #2015-80. Appeal by Palacio Azul, Ltd. From July 28, 2015 Decision of the Historic District Review Board regarding Partial Grant and Partial Denial of Construction at Applicant's property at 535 East Alameda Located in the Downtown and Eastside Historic District (Zachary Shandler, Assistant City Attorney).

Date: October 8, 2014 for October 14, 2015 Meeting of the Governing Body

I. THE APPEAL

On August 13, 2015, Palacio Azul, Ltd. (Applicant) filed a Verified Appeal Petition (the Petition) appealing the July 28, 2015 Decision of the Historic Districts Review Board (HDRB or Board) in Case #H-15-172, Partially Approving and Partially Denying the Application with Conditions at 535 East Alameda Located in the Downtown and Eastside Historic District. A Copy of the Petition is attached as **Exhibit A**.

II. HISTORY OF THE CASE

535 East Alameda is a tract of land between Palace Avenue and East Alameda. There is an existing historic building in the central part of the land, known as the Ashley Pond House (Pond House), designed by John Gaw Meem. The Pond House is listed as a contributing structure to the Downtown and Eastside Historic District. The Applicant has appeared in front of the Board

multiple times and received permission to build several new residential units, garages and walls on the land.

This appeal centers on Residential Unit 7 and its relationship to the Pond House. The Applicant previously received permission to build a one-bedroom unit on Alameda Street. Currently, a person walking down Alameda Street has a view of the Pond House behind Unit 7. The view is of one of the Pond House's primary facades. (A Photograph is attached as **Exhibit B1).** Currently, a person walking down Palace Avenue also has a view of the Pond House. (A Photograph is attached as **Exhibit C1).** The view is of one of the Pond House's non-primary facades. The Board, in April 2015, granted permission for the Applicant to build a 6-foot trellis wire fence with vegetation on Palace Avenue behind a 3 foot stuccoed yardwall. The trellis fence will be lower than the existing chain link fence.

On July 14, 2015, the Applicant submitted a variety of requests to the Board regarding several units on the property. (Meeting Packet is attached as **Exhibit D)**(Copy of the Minutes is attached as **Exhibit E).** A number of these requests related to Unit 7, including requests to (1) build a 574 square foot addition (second bedroom) onto the western part of Unit 7; (2) add portals on the north and southwest portions of Unit 7; (3)build a coyote fence in front of Unit 7 (due to natural grade, the coyote fence is actually much taller than the sidewalk); and (4) build a see-through car port on the west side of the addition.

If the Unit 7 requests were approved and built as applied for, the view of the Pond House from Alameda Street would be blocked (A Drawing is attached as **Exhibit B2.**) A person walking down Palace Avenue, however, would likely have a view of the Pond House through the wire trellis fence and vegetation. (A Drawing is attached as **Exhibit C2.**)

The Board approved the Applicant's Application, except:

> *The Board did not approve the Application for the items in Unit 7 blocking public visibility of the contributing structure:*
>
> *a. bedroom addition;*
> *b. southwest portal;*
> *c. coyote fencing*

On July 28, 2015, the Board approved Findings of Fact and Conclusions of Law embodying the Decision. (A copy of the Findings of Fact and Conclusions of Law is attached as **Exhibit F).** On August 13, 2015, Palacio Azul, Ltd. filed its Verified Appeal Petition.

III. BASIS OF APPEAL

A. Applicant's Issues on Appeal.

1. The Board's decision was arbitrary and capricious and not supported by substantial evidence and contrary to law, particularly City Code Section 14-5.2(D)(1)(b).

IV. RELIEF SOUGHT

Applicant asks the Governing Body to reverse the Board's decision and allow Applicant to construct the bedroom addition, southwest portal and coyote fence at Unit 7.

V. ISSUES RAISED BY THE APPEAL; ANALYSIS

A. The Board's Rationale.

The Board's decision was based on the proposition that the changes to Unit 7 would block a citizen on East Alameda from viewing the primary façade of a contributing structure (the Pond House) to the Downtown and Eastside Historic District. The Board made these findings:

8. *The main historic building, known as the Ashley Pond House, was designed by John Gaw Meem and constructed in the Territorial Revival style by 1930.*
9. *That residence and the attached guest house are listed as a contributing structure in the Downtown & Eastside Historic District, with the south facade and southern portion of the west façade having been designated as primary prior to any construction on the project.*
10. *The construction of bedroom addition, southwest portal and coyote fencing for Unit 7 will mask the primary facades of the Pond House from view from East Alameda Street.*
11. *Public visibility is an important part of Historic Districts Ordinance; many of the design standards are applicable only if the facade in question is publicly visible.*
12. *The desirability of maintaining public visibility of primary facades of contributing buildings must be balanced with the right of the owner to develop his property.*
13. *The three large homes sited on the eastern portion of the original lot, now each with a large two car garage, and the smaller home on the western side partially blocking the primary facades of the contributing Pond house have allowed the applicant significant and dense development rights on the property.*
14. *Balanced with that development, the elimination of the bedroom extension, the southwest portal and the coyote fence in Unit 7 to prevent the completely blocking of the primary facades of the contributing Pond house is reasonable.*

The Board argued, particularly in Findings #11 and #12, in favor of "the desirability of maintaining public visibility of primary facades." This is an argument for protecting a citizen's view (a/k/a, a "view corridor") of a contributing structure. One could argue that support for this proposition is found in the "General Purpose" provisions of the Historic Code. This section reads: "In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved...." City Code, Section 14-5.2(A)(1) (emphasis added). One could also make the policy argument that residents do not want to live in a walled city; residents do not want to live where contributing buildings are concealed from public view. The City Charter in broad terms states: "We therefore declare that the multi-cultural heritage and neighborhoods of Santa Fe are essential to the people of this community and that public officials shall at all times exercise their powers with sensitivity to and respect for that cultural and neighborhood heritage."

City Charter, Section 2.04. We note, however, that purpose and intent clauses are generally applied in interpreting other sections of the applicable code, as they do not establish specific design standards and requirements, e.g., the height regulation.

The Board's decision was also based on the proposition that changes to Unit 7 could impact the historic status of the Pond House. According to City Code, Section 14-12.1, a change to historic status usually results when a structure, itself, is physically altered, or when it loses its historic integrity. Section 14-12.1 is the definition section where terms such as "contributing structure", "non-contributing structure", "significant structure" and "landmark" are defined in a manner which suggests that status relates to the physical integrity of the building itself. The Board made these findings:

7. *Under Section 14-5.2(D)(1)(b), if a "proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied."*

...

15. *Because the proposed additions to Unit 7 of the bedroom, attached southwest portal and coyote fence would block the primary façades of the contributing Pond House from public visibility they would likely cause the Pond House to lose its contributing status.*

B. Contrary Case Law.

On the other hand, there is no express language in the Historic Code that gives the Board the power to guarantee a citizen the right to view certain properties. In fact, in 2000, the First Judicial District Court rejected the above-stated propositions. In Teme v. City of Santa Fe, a property owner challenged the Board's denial of his request to build a 43-foot retail/office building next to the historic Loretto Chapel. (Court decision is attached as **Exhibit G).** The Board's decision (which was adopted by the Council) denied the proposal based on "the potential impact of the proposed building on the Loretto Chapel" and because "the proposed building would impair the view of the St. Francis Cathedral from Old Santa Fe Trail." Court Finding of Fact #12.

The Court, after reviewing the record, noted: "At no time did Teme propose to physically alter the Loretto Chapel or in any other way physically modify the structure, and at no time was the status of the Chapel as a contributing or significant structure proposed to be altered or removed." Court Finding of Fact #14. The Court also noted: "the City Code does not allow the Historic Design Review Board to regulate 'view corridor'...." Court Finding of Fact #18. The Court's Conclusions of Law stated:

> *"Neither the Board nor the Council has the power or authority under Santa Fe City Code as adopted to preserve 'view corridors'....* Court Conclusion of Law #3a.
>
> *"There was no evidence that the historic status of the Loretto Chapel itself would be altered or changed under Teme's application, and the Board's and the Council's denial of the application on the basis that the Chapel's status or the*

Chapel itself would be altered or changed was arbitrary, capricious and unlawful." Court Conclusion of Law #3d.

While the case went up on appeal to the Court of Appeals, this aspect of the decision was not overturned and remains valid law. This means that the Court found there are no statutory grounds for the proposition of a "view corridor" in City Code. It means the Court found that constructing something next to a historic building does not necessarily mean the historic building will lose its historic status under City Code Section 14-5.2(D)(1)(b).

Finally, one could argue that if the Application is granted as submitted, the view from Alameda of a primary façade of the Pond House will be blocked, but citizens of Santa Fe will still have a view from Palace Avenue (albeit of a non-primary façade) of the Pond House. We note that the Application does not provide for any modifications to the Pond House itself.

VI. CONCLUSION

- If the Governing Body concludes the Board's decision is inconsistent with the Teme decision, the Governing Body should reverse the Board's decision and grant the Applicant's Appeal and enter Findings of Fact/Conclusions of Law consistent with this motion.
    - Motion: *I move to reverse the Board's decision and grant the Applicant's Appeal and to direct staff to prepare Findings of Fact/Conclusions of Law consistent with this motion.*

- If the Governing Body concludes the Teme decision does not apply to the facts in this case and the Board's decision was based on facts in the record, the Governing Body should affirm the Board's decision and deny the Applicant's Appeal and adopt the Board's Findings of Fact as its own.
    - Motion: *I move to affirm the Board's decision and deny the Applicant's Appeal and adopt the Board's Findings of Fact/Conclusions of Law as our own.*

EXHIBIT 6

Councilor Dominguez returned to the meeting during consideration of Item H(3)

3) CASE #2015-80. APPEAL BY PALACIO AZUL, LTD., FROM THE JULY 28, 2015 DECISION OF THE HISTORIC DISTRICT REVIEW BOARD REGARDING PARTIAL GRANT AND PARTIAL DENIAL OF CONSTRUCTION AT APPLICANT'S PROPERTY AT 535 EAST ALAMEDA LOCATED IN THE DOWNTOWN AND EASTSIDE HISTORIC DISTRICT.

A Memorandum dated October 8, 20145, for the October14, 2015 Meeting of the Governing Body, with attachments, to Members of the Governing Body, from Zachary Shandler, Assistant City Attorney, is incorporated herewith to these minutes as Exhibit "9."

A copy of a color aerial map of the site, submitted for the record by David Rasch, is incorporated herewith to these minutes as Exhibit "10."

Zachary Shandler, Assistant City Attorney presented the staff report, via the overhead using photographs and documents which are in the Council packet. Please see Exhibit "9" for specifics of the presentation.

Mr. Shandler said, "I need to note for the record that the law of the Board's role in overseeing how a building looks from the street, like the type of stucco, the metal elements, the roof shape, there is no expressed language in their Historic Code that gives the Board the power to guarantee a citizen, like myself, the right to view certain properties."

David Rasch, Historic Preservation Division, presented information via the overhead, using Exhibit "10" for specifics of presentation. Mr. Rasch said, "Here you see a recent aerial photograph, I think from 2014. 'This' is Palace Avenue up 'here,' and 'here' is Alameda Street down here. And the Pond House is right 'here.' This is an important historic building designed by John Gaw Meem. The second story and the casita were built later. The second story is over the main part with casitas on the north being built by an associate of John Gaw Meem, but this building is recognized as an important early work of John Gaw Meem. So the property includes 'this' whole tract. 'These' are the four main buildings on the property and number 7, the one in question tonight is 'here.' The primary elevations of the Ashley Pond House I will point to. They go from 'this' corner all the way to the southwest corner and then the original west side of the property is just this L-shape, which is the primary elevation of this building. The primary elevation is that elevation that has to be preserved because of its historic character. The other elevations don't have that quality."

Mr. Rasch continued, "The proposal for tonight is to add onto Unit 7 'here,' and that's where the primary elevation would be blocked. Thank you."

Presentation by the Appellant

Karl Sommer, Attorney for Appellant, P.O. Box 2476, Santa Fe, NM 87504, was sworn.

Mayor Gonzales asked if there are additional parties that will be presenting, are there no other vested parties in this issue.

Ms. Brennan said, "Mr Sommer is representing the Appellant and is the Applicant present."

Mr. Sommer said, "The Applicant is the Appellant."

Mr. Sommer said, "We are appealing the H-Board's partial approval and denial. I'll be brief. I think the issue is very focused. This case is about the over-reaching by the Board beyond their authority to regulate matters that are expressly prohibited by case law, in a case that our firm took up to the Court of Appeals, dealing with the Inn at Loretto. And on those two issues the Court has found, look, the City of Santa Fe has a Historic Preservation Ordinance and it has a Design Ordinance. Neither one of those two aspects of this Ordinance allow the Historic Design Review Board to regulate and preserve view corridors. And second of all, if you are not going to alter a structure that has been designated contributing, there is no regulation that allows you to say if you're going to alter another building, you can use the significant building as a purpose for denial of that. That's what this case is about, plainly and simple. And I think Mr. Chandler has laid out the case law pretty clearly, and it is absolutely clear that the authority has been over-stepped by the Board."

Mr. Sommer continued, "Let me give you a little bit of background and then I'll be brief. I'm here tonight with Richard Yates who is the principal of the owner. Mr. Yates has been in Santa Fe, has had his business here, raised his family here, since 1973. He is an architect. He bought this property after it went into foreclosure. And all of us know, as we drove by it for many many years, it was falling apart, it was dilapidated. Mr. Yates picked up the property and is investing in our town, in his home town, to revitalize this property. He has been in front of the Historic Board 5 or 6 times, coming back, dealing with these matters. And the building we're talking about that is proposed to be altered is a building that was built in 2008. It was approved earlier than that by the H-Board in its location which is right in front of the Pond House. And you can see from the photographs I'm going to show you, the original placement of this house obscures the Pond House. *[STENOGRAPHER'S NOTE: Mr. Sommer used several color photographs in his presentation, but did not enter those photographs for the record.]*

Mr. Sommer continued, "Now why is that. Because the Historic Board back then did not say well we get to regulate the preservation of this view corridor. It is the present Board that has said we get to regulate that. We've already litigated that. If we could go to the other. 'This' is the building that we are talking about. 'This' portion of the building which is along Alameda was approved in 2008. What we're talking about is 'this' addition and then 'this' area. Mr. Yates came in originally and 'this' was to be a garage, and the H-Board denied that. And it was suggested by staff, well maybe if you turned it into a carport so you could see through it, they would approve that. Well we came in and proposed 'this' master bedroom and the carport. They approved the carport but denied the master bedroom. That's why we're here. And they denied this yard fence that is up front here, it's 4 ft. 6 in., is that right. And what it is it's a privacy fence 4 ft. 6 in., so that you don't look right into the front yard of this owner. That's what we're talking about here."

Mr. Sommer continued, "And what the Board said was, well you're not going to be able to see the portion of the Pond House which has been almost 100% obscured by previous approvals by the Board. And what I want to show you is, this afternoon I went by and took some photographs of this so you can see what we're talking about. 'That' is the view you get of the Pond House if you're a citizen walking by. You don't see anything but the top of the Pond House right 'there.' It's already obscured. It was obscured before this application was made. I'm going to show you another photograph. 'That' is the view of the area of the Pond House directly, when you're looking, standing right across from the property on Alameda and you look directly at this, 'that's' the view you get of the Pond House. You see there is a portion of the upper story Pond House obscured by a long pine. The rest of the Pond House, this primary façade that Mr. Rasch talked about, which was the portal, you can't see that from anywhere because it was already obscured."

Mr. Sommer continued, "I could go on and you all are familiar. You've lived here a long time and you've driven by, and what we're dealing with simply is the Board is imposing a subjective, unlawful standard on this development. And the Courts have already said they don't have the authority to do that. We're here, and I think kind of meaninglessly, asking you to approve the project as presented. Actually what we would like you to do is to remand this project, because the only reason we have a carport instead of a garage on this property is because they denied the original application. That application should have been approved, but was denied for the reasons we're here tonight."

Mr. Sommer continued, "So if this Council sees fit, we would like you to remand it with direction to not regulate the structure or this application in the manner that has been done, mainly with view corridors being preserved, or with the idea that somehow the Pond property is going to be affected. Now let's go through that for just one second. The historic status of a property is done by the H-Board. They are the ones that say whether a property is significant or not significant. Actually it's this Council. And you all say if something is significant or not significant. In order for this property to lose its significance, someone would have to apply and say that the Pond property, the Pond House, has been altered in such a way that its lost its historic character. Nothing is happening to the Pond House. No one could apply and say that a change on an adjacent property changes the Pond House. And in fact, the Pond House was approved for changes by the Historic Board. Mr. Yates built on a garage to the back of the Pond House and that was approved. That was a change to this significant building."

Mr. Sommer continued, "I think the long and short of it, members of the Council, is what we have here is a misapplication of the law, in an overreaching manner that is clearly clearly unlawful and we ask that you reverse the decision of the Board, and perhaps, if you see fit, remand it with direction to approve the project as originally submitted. I would stand for questions. And Mr. Yates and Mr. Borer is here as well. He is the architect that has worked on the project with Mr. Yates."

Mayor Gonzales said we will hold questions to be asked after the Public Hearing is closed.

Public Hearing

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VERBATIM TRANSCRIPT
OF THE REQUESTED PORTION OF THE PUBLIC HEARING, ITEM #H(3)
CITY COUNCIL MEETING
October 14, 2015

Mayor Gonzales gave each person 2 minutes to speak

STEFANIE BENINATO: I'm a bit surprised by the City Attorney's presentation, too, because it seems so negative and not in support of the Board. There is a part of openings of this structure that interferes with the primary façade, that indicates the status may be changed. There is very little of this building that is functionally being preserved as the primary façade. It is not unusual for the Board to allow additions on non primary façades because they don't want to appear unreasonable, capricious in preventing development. I think we should realize that this property had only the Pond building on it to begin with and it now has 8 units, most have two-car garages, most have master suites, etc., etc. it is a significant building contributing by being a building by John Gaw Meem. It is again, in the Historic Districts Ordinance that when it is in the public welfare to preserve buildings. And if you can't see them, then what is point of preserving them at all. And *[inaudible]* because no one can see them one can say this part of our heritage. Here's a building that was designed and built on a certain date. So I would urge you to approve the Board's decision and not allow the carport, not allow the master bedroom which has blocked it. The fact that a different composition Board approved this, you know it's a continuous body. It's just like saying you are very different people on the City Council so that makes it different. Again, there is part of the Ordinance that does allow this. It has been to Court. It is not part of the case law as alleged. The case law is about a view corridor. This is based on the specific part of the Ordinance that does give the Board the ability to say on the same property, if you put another building in front of the primary façade of the contributing building, the contributing building may lose it's status.

MAYOR GONZALES: Thank you.

STEPHANIE BENINATO: Thank you.

I certify that this is a true and accurate transcript of the requested portion of the Public Hearing, Item H(3), City Council Meeting, October 14, 2015.

Melessia Helberg, Council Stenographer

Mayor Gonzales asked Mr. Sommer if he has any follow-up in closing.

Mr. Sommer indicated he did not.

The Public Hearing was Closed

Councilor Maestas said, "I don't have any questions. I think there's enough here for me to make my decision, but I do want to make a few comments. This request, the application, was recommended by staff, so I want to make it clear that staff fully recommended approval without any conditions. And the H-Board did not agree with staff. In looking at the transcript from the H-Board when they were discussing this, there was no robust discussion about view corridors or anything like that. The discussion leading up to the motion, really was totally unrelated to the view corridor, which I think troubles me. And there was one individual who kind of made the motion and there was just a, it seemed based on the transcript, just an immediate action to vote in favor of that. So I really felt like the H-Board did not have a robust enough discussion about a view corridor. So then, I think I went to the *Teme* case, and I was trying to see if there was a distinction between what an historic view corridor is versus just a plain old view corridor, and I think it's irrelevant. And I think that case law concluded the H-Board doesn't have the authority to regulate view corridors. So I think whether a view corridor is scenic or not, which was the case, or at least one of the issue deliberated for the Loretto Chapel issue, that's a non issue."

Councilor Maestas continued, "I think the case also, with regard to any kind of impact to an adjacent contributing, structural contributing status, the Court had a much higher test for impact, and it wanted evidence of that historic property. If this action of an adjacent property, if there is any evidence that it could diminish or cause that status to be diminished, then that could have bearing. And in this case, to me, there is no evidence, and I'm using evidence, because that's what the Court said in its case law, there's no evidence that the proposed action is going to alter the status of the Pond House. And I'm not really inclined to remand this. I think the carport was agreed to by the Applicant. I think that's a nice compromise in trying to maintain some kind of view corridor. So I'm not inclined to remand this, but I agree... I don't think the H-Board was really within their authority to take this action. Again, it was contrary to staff recommendations, and certainly, it seems to me, I'm not an attorney, but it seems to be contrary to very recent case law."

Mayor Gonzales said before Councilor Maestas offers a motion, he would like to hear discussion, if any, from the other members of the Council.

Councilor Lindell asked Mr. Rasch, "Do you have any inclination that the status of the Pond House would be threatened if this were constructed."

Mr. Rasch said, "As stated I did recommend approval since the Pond House was not being altered on the primary elevation, I don't think it would be compromised."

Councilor Lindell said, "I've driven by this thousands of time. I'm glad there has been movement and construction on it. It sat for a very, very, very long time, and in fact, it's been somewhat of an eyesore. Will this little compound be gated."

Mr. Rasch said, "There has been no proposal to put in gates. They are changing the entrance to the compound, closing the existing entrance from Palace and putting a new entrance on Alameda."

Councilor Lindell asked, "If someone absolutely were inclined to get a look at the Pond House, they probably could pull into the compound and look at it. Is that correct."

Mr. Rasch said technically, that would be trespassing unless you were invited onto the private property.

Mayor Gonzales said you could step up to the public which is right against the property.

Mr. Rasch said that's correct.

Councilor Lindell said she is inclined to agree with Councilor Maestas. She said, "I would not be inclined to remand this back. Are you ready for a motion."

Mayor Gonzales said, "Not yet. I want to ask Mr. Sommer why the interest in remanding back, that I don't understand. Is there something different your client wants to do minus the carport."

Mr. Sommer said, "If I may just show you one thing. Mr. Mayor, I just asked my client about the remand, and we will withdraw that request just to make it simple, if the Council is inclined. I'll show you what I was talking about. If we could go to the overhead, Maria. 'That' was the original design. 'That's the garage and that is now a carport, and it was changed because it was unacceptable like that."

Mayor Gonzales asked if it was unacceptable by the H-Board or by staff.

Mr. Sommer said, "By the H-Board. So we'll live with the application as submitted and the remand is unnecessary.

Mayor Gonzales asked, "David, if the Council decided to go ahead and grant the request to do a garage, does that have an impact on the historic status."

Mr. Rasch said, "No, it does not."

Mayor Gonzales asked, "Do we have that flexibility tonight to be able to, if there is a motion to allow for either a garage or open, but give the authority to the staff to be able to work out what works best for both the City and the Applicant."

Ms. Brennan said, "The Applicant has indicated a willingness to accept the carport. You do have the ultimate authority of making the decision to vary the design and you could move for staff to approve the design of the garage if you did do that. But again, the Applicant hasn't made that request."

Mayor Gonzales said, "Again, in an effort to send the right message out to people to invest in properties that have been eyesores, and having confidence in our staff, I don't think there's anything wrong in being able to provide some discretion to David to work through, if the garage works and it make sense and doesn't violate the historic character, I don't that hurts anyone, versus a portal. I'm not sure that there is really a compromise by just saying, well we'll do a portal. The issue is, does the historic status of the Pond House, is it threatened by a garage. The answer was no. Is it threatened by a carport. The answer is no. So if the Applicant wants to do a garage, and it's what works for the property and the development, why say no. So I would hope we would either grant the flexibility or be able to allow the Applicant to, so long as the historic nature of the property is not violated, to work with the staff to get something that works."

Ms. Brennan said, "If this is the choice of the Governing Body, you should make a finding to the effect that it would not negatively affect the status of the building."

Mayor Gonzales said, "I did offer to Councilor Maestas that we would defer to you in terms of being able to offer a motion, but hopefully we grant flexibility in this."

Councilor Maestas said, "Maybe, Kelley, the question would be, the motion speaks to the Applicant's appeal, and the scope of the appeal does not include a garage, it's a carport. So can we, through our actions, amend the scope of their appeal."

Ms. Brennan said, "You are the final decision making body on this appeal and have broad authority as decision-makers generally."

Councilor Maestas said, "I guess my question really is what involvement did staff have, I guess, in the decision to go from a garage to a carport. Was that strictly an H-Board... was that kind of direction from H-Board to you or, what was the dynamic that led to the decision away from the garage into a carport."

Mr. Rasch said, "I'm not extremely clear on that, but typically, we take forward applications and don't ask about altering what an applicant requests. But in this case, I did talk to the Applicant probably about the impact on that historic structure, and that a carport would be more beneficial, because it does provide more view. But at the same time, I did not say that a garage would not be appropriate."

Councilor Maestas said, "Well, the only reason why I wasn't inclined to remand, is just the process. What we have before us already represents an agreement between the H-Board, City staff and the Appellant, but I'm not averse if we can skip a step and give the Applicant that flexibility to redesign the carport and morph it into a garage. I'm okay with that, but I really felt like, at the end of the day, the carport is kind of a *de facto* compromise in this whole issue about a view corridor. And the last thing I'll say, is that let's keep in mind this Pond House and the primary elevation... first of all, the Pond House is in the middle of the lot and kind of the primary elevation faces inward. And I think for us to try and preserve a view corridor for a building that is situated near the middle of the lot, whose primary elevation faces the interior, I think that is over-reach. I think it's almost bordering on the absurd. So I want to point that out, too, for my colleagues. So I'll yield the floor."

Councilor Trujillo said, "Kelley, *[inaudible]* for that carport. The reason I remember this is because there was an appeal dealing with windows. That's what I remember the most, and the lady wanted to spray that foam in there, and that was part of the appeal. I remember when we were having the discussion, Frank Katz said if the person would like that, he allowed it. That was his decision. You may have a different theory on that."

Ms. Brennan said, "Again, the H-Board has authority. You have broad statutory authority in the zoning, planning, platting category, and are the final decision-makers. I feel you have that authority."

Councilor Trujillo said, "If you're saying Historic has authority, then with this appeal, they over-stepped their so-called authority, because this has always been my concern. And Zack, I don't know, is there a lawyer present at these hearings that actually tells the Historic Board what they can and cannot do. Because, Kelley, I don't think this should even come before us. If you're telling me that the Board overstepped their boundaries, they couldn't do this. Why did this even come before us."

Mr. Shandler said, "Yes. I was there. And, as Councilor Maestas described, the motion came quickly and in the interim, all of this crosses in a separate case Mr. Sommer and I have talking about, this *Teme* case, and so the Board may not have been fully aware of that case at that time, but we're certainly now aware of it, and it is our legal duty to disclose adverse case law."

Councilor Trujillo said, "I personally would grant what they originally came for. I don't see any reason not to. It's not going to harm this building in any way. And you're trying to tell me that you can see it sort of blocked by a Spruce. I can't even see it in the pictures that Mr. Sommer showed me. So I really don't see that as a factor, being able to see it. That's all I have to say."

Councilor Rivera asked, "So David, I remember you said that if you were standing at the street or on the sidewalk, that you would be able to see the façade of the Pond House. Is that correct."

Mr. Rasch said, "Yes. From Alameda Street, if you're on either sidewalk or in the street and you were in the public way, you have to look straight at it, because there are many pinons and then this other building, to see it. And you can see a portion of that façade now, the primary façade. From Palace Avenue, you can see the entire house upper part, but none of that is primary façade."

Councilor Rivera asked, "If it were an actual garage, an enclosed garage, would that still be the case."

Mr. Rasch said, "If the garage were built as proposed, I do believe all the primary elevation would not be visible."

Councilor Rivera said, "I think that was a great compromise. I would still support that. I don't think I would support a full garage. I think I have hard time with this, Councilor, allowing things on the fly like that. But since we're here Karl, anything else you want, maybe a two-story apartment complex, anything like that. And I grew up downtown and love all these downtown buildings and these homes, and areas. A good friend of mine from DOT who just retired, grew up right next to this on West Alameda, and I spent

many times at his house and was in the area quite often, and would love to see it stay as close to the way it was originally designed. But I know change can't be stopped. Again, I would support this with the portal, and thank you for that accommodation, the change you made in order to keep it visible from the road, but probably wouldn't support it with the addition of a garage. So, depending on the motion, that will let you know how I'm going to vote."

Mayor Gonzales said, "Thank you Councilor. I guess my point is, in listening to your point about the 'on the fly,' we have broad discretion for a reason. And in this case, there was a path that was taken for no reason that was a stated purpose for the Historic District. It was basically an arbitrary belief of the Board to go down that path. And then, I think our staff, in a great willingness to try and find some compromise that might be accepted by the Board, offered that up. But, we went down this path because people decided on that Board that it was just something they wanted. And I think that we're given broad discretion so we can try and neutralize those kinds of decisions in ways that are fair to all people, but also uphold the importance of some of the zoning that exists in the City and that Historic District is very clear about the preservation of important, significant structures."

Mayor Gonzales continued, "And so long as they're not compromised, I think we have to allow for, hopefully, maximum flexibility for investment to occur on some of these properties so they stay lively and update. I respect definitely your point, I just want to offer that counter point that I don't think that this is on the fly because we're not arbitrarily picking something else from happening. There was an original request for a garage, they were channeled down a different path that didn't have anything to do with the preservation of that home to have its status maintained. Then there was a compromise, and my view is, to maintain some level of flexibility, but to assure that that preservation isn't violated. And so, if there hadn't been a request for a garage originally, and we just kind of randomly decided now, how about a garage, then I think that would kind of be on the fly. But there was an effort and a process that started with that, and I'm just hoping that we restore that balance or that type of flexibility that would ensure confidence of current or future property owners in the District that is a place where you can invest and create some great places to live."

Councilor Rivera said, "If I can respond, Mayor. I appreciate that, and just to Ms. Beninato's point, I understand there are no changes to the Pond House, but really, if you're going block it off from view, then really why are we concerned about. You might as well allow changes to it. That's the only benefit that the public has, the only benefit that people who are interest in John Gaw Meem homes may have is that ability to see it from the street. And if we're taking that away from them, really why have it. Might as well allow anything to go on at the Pond House. Thank you."

MOTION: Councilor Maestas moved, seconded by Councilor Dimas, regarding Case #2015-80, to reverse the Historic District Board's decision, and grant the Applicant's appeal, and to direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.

DISCUSSION: Councilor Rivera asked if the action just taken was to keep the portal or to leave the portal as is.

Councilor Maestas said, "Yes. And just under discussion, I want to thank Mr. Yates and anyone else who is investing in this property that had been seemingly abandoned, thank you for doing that and improving that neighborhood. And we don't want to discourage this kind of investment as the Mayor said, so thank you."

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

For: Mayor Gonzales, Councilor Dimas, Councilor Dominguez, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

Against: None.

I. ADJOURN

The was no further business to come before the Governing Body, and upon completion of the Agenda, the meeting was adjourned at approximately 8:15 p.m.

Approved by:

_____

Mayor Javier M. Gonzales

ATTESTED TO:

_____

Yolanda Y. Vigil, City Clerk

Respectfully submitted:

Melessia Helberg, Council Stenographer

EXHIBIT 7

ITEM # 16-0109

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case No. 2015-80
Appellant's Name – Richard Yates for Palacio Azul, Ltd.

THIS MATTER came before the City of Santa Fe (City) Governing Body (Governing Body) for hearing on October 14, 2015, upon the appeal (Appeal) of Richard Yates (Appellant) from the July 28, 2015 decision (the Decision) of the City's Historic Districts Review Board (HDRB) denying the Appellant's application (Application) for certain additions to Unit 7 (Unit 7) at 535 East Alameda Street (Property), including a 574 square-foot second-bedroom addition on the west side, a portal on the southwest side, and a coyote fence in front on East Alameda (collectively, the Project). The Property is located in the Downtown and Eastside Historic District (District). It runs north-south between East Alameda and Palace Avenue and is improved at the approximate center with a residence designed by John Gaw Meem known as the Ashley Pond House (Pond House). The Pond House is designated as "contributing" to the District. The Property is also improved with a number of other, newer, residential units, including Unit 7, which were approved by the HDRB under a number of prior applications. In addition to the Project, the Application requested HDRB approval for improvements to a number of other units on the Property, as well as for a carport addition to Unit 7. These requests were granted by the HDRB and are not subjects of appeal.

The record on Appeal (the Record) includes the following documents:

1. The Verified Appeal Petition filed on August 13, 2015;
2. The report of Land Use Department Historic Preservation Division staff dated July 14, 2015;
3. Those portions of the minutes of the July 14, 2015 and July 28, 2015 HDRB meetings pertaining to the Application;
4. Findings of Fact and Conclusions of Law adopted by the HDRB on July 28, 2015 and filed by the City Clerk with the records of the City as Item #15-0766;
5. Four photographs, two showing existing views from East Alameda and Palace into the Property toward the Pond House, and two showing how those views would be altered if the Project were to be constructed;
6. Two photographs entered for the Record at the Appeal hearing by the Appellant, one showing the existing view of the Pond House behind Unit 7 in its existing configuration and a stand of evergreens taken from directly across the Alameda and the second showing how that view would be altered if the Project were to be constructed;
7. Court's Findings of Fact and Conclusions of Law in *Teme, Ltd., a limited partnership, d/b/a The Inn at Loretto v. City of Santa Fe, et al.*, First Judicial District Court, D-101-CV-1994-02322 (*Teme*); and
8. Memorandum dated October 8, 2014 [*sic*] for the October 14, 2015 Meeting of the Governing Body to the Members of the Governing Body from Zachary Shandler,

Assistant City Attorney via Kelley Brennan, City Attorney, regarding Case #2015-80, Appeal by the Appellant from the Decision, with Exhibits A-G.

After conducting a public hearing and having reviewed the Record and heard from City staff and the Appellant's representative, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

1. The Governing Body reviewed the Record and heard the report of City staff and received testimony and evidence from the Appellant's representative and members of the public interested in the matter.
2. Pursuant to Santa Fe City Code (SFCC) §14-2.2(F), the Governing Body has the power and authority on appeals of final actions of any Land Use Board to hear *de novo* and decide the matter that is the subject of appeal after giving notice in accordance with the notice provisions of SFCC §14-3.1(H)(4).
3. Pursuant to SFCC §14-3.17(A)(1)(b), final actions of a Land Use Board include a decision made after a public hearing.
4. The Decision is a final action subject to appeal to the Governing Body to hear and decide the matter.
5. Notice of the Appeal was properly given in accordance with the notice provisions of SFCC §14-3.1(H)(4).
6. The Decision was based upon the HDRB's belief that (a) it was authorized under Santa Fe City Code (Code) to preserve the existing view that passers-by on East Alameda have of the Pond House, known as a "view corridor"; and (b) the Project, if approved and constructed, would "likely" cause the Pond House to lose its contributing status.
7. The Court, in *Teme*, concluded as a matter of law that "[n]either the [HDRB] nor the Council has the power or authority under [Code] as adopted to preserve 'view corridors'..."
8. The Court, in *Teme*, concluded as a matter of law that "[t]here was no evidence that the historic status of the Loretto Chapel itself would be altered or changed under Teme's application, and the [HDRB's] and the Council's denial of the application on the basis that the Chapel's status or the Chapel itself would be altered or changed was arbitrary, capricious and unlawful."
9. The applicable provisions of Code have not changed since the Court entered its Findings of Fact and Conclusions of Law in *Teme*.
10. The Governing Body recognizes the importance of promoting the economic, cultural and general welfare of the people of the City; of ensuring the harmonious, orderly and efficient growth and development of the City; and of preserving the qualities relating to the history of the City and a harmonious outward appearance, including preserving historic areas and buildings within the City, providing for continued construction in historic styles, and a general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design, all as set forth in Code Section 14-5.2(A)(1), outlining the general purpose of the historic districts overlay.
11. The location and design of Unit 7 as currently configured was approved by the HDRB, although its construction impinged upon the view from East Alameda of the Pond House.
12. When the Project is complete the Pond House will remain partially visible from East Alameda and from Palace.

13. The Project, together with the carport design approved by the HDRB for Unit 7, is consistent in design with applicable District design standards; with the design of the other buildings on the Property, including the Pond House; and with the general purposes set out in Code Section 14-5.2(A)(1).
14. The Project does not alter or modify the Pond House, which will remain unchanged and partially visible from both East Alameda and Palace.
15. The Project will not cause the Pond House to lose its contributing status.

CONCLUSIONS OF LAW

Under the circumstances and based upon the Record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. The Project, together with the carport design approved by the HDRB for Unit 7, is consistent in design with applicable District design standards; with the design of the other buildings on the Property, including the Pond House; and with the general purposes set out in Code Section 14-5.2(A)(1).
3. The Project does not alter or modify the Pond House, which will remain unchanged and partially visible from both East Alameda and Palace.
4. The Project will not cause the Pond House to lose its contributing status.

WHEREFORE, IT IS ORDERED ON THE 28th OF OCTOBER 2015 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

1. That the Appeal is granted.
2. That the Project is approved as applied for and that the carport design approved by the HDRB is approved in the location applied for.

Mayor

3-2-16
Date:

FILED WITH THE CITY CLERK:

Yolanda Y. Vigil
City Clerk

3-2-16
Date:

[REMAINING SIGNATURES APPEAR ON FOLLOWING PAGE]

APPROVED AS TO FORM:

Kelley Brennan
City Attorney

10/21/15
Date:

EXHIBIT 8

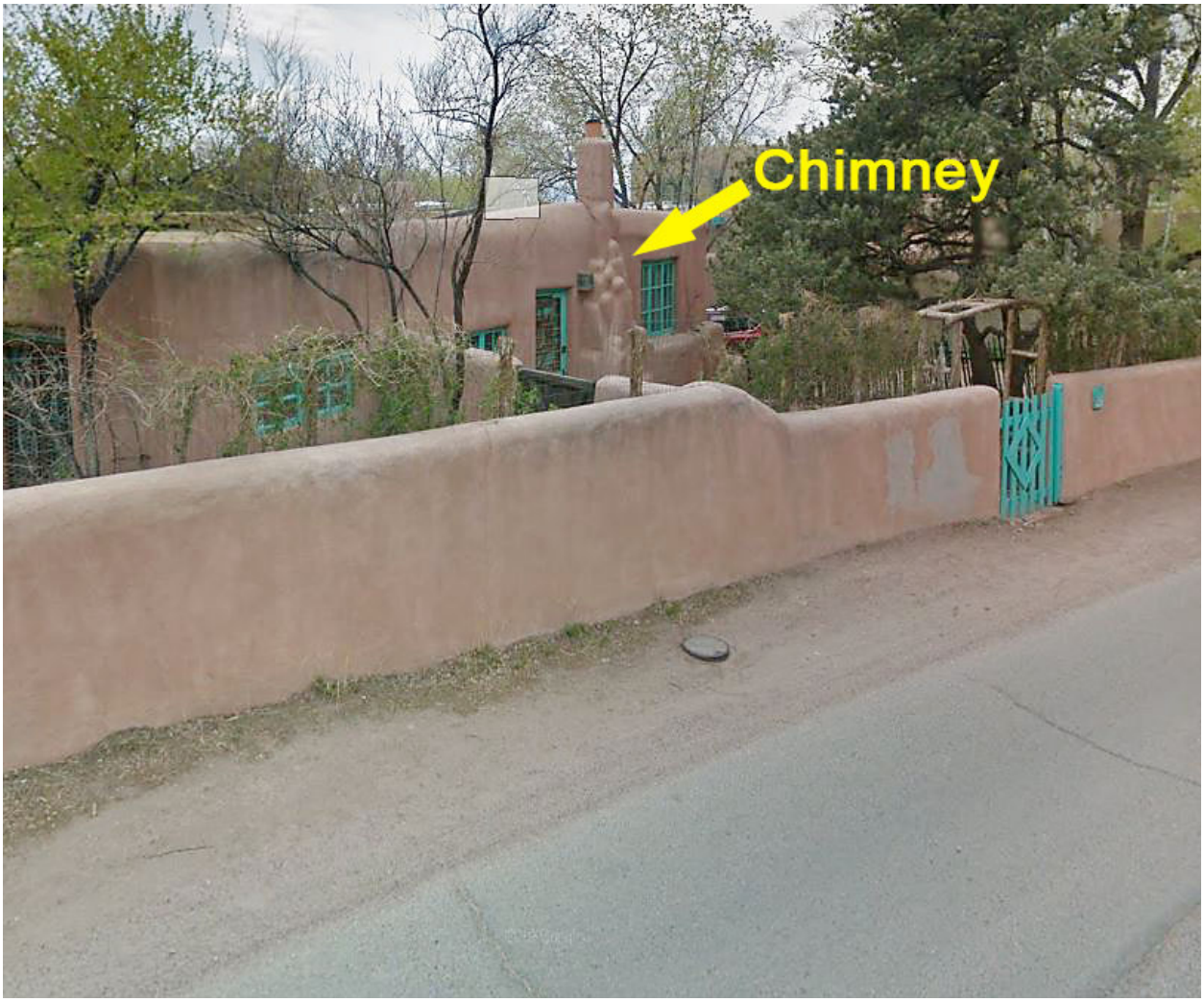
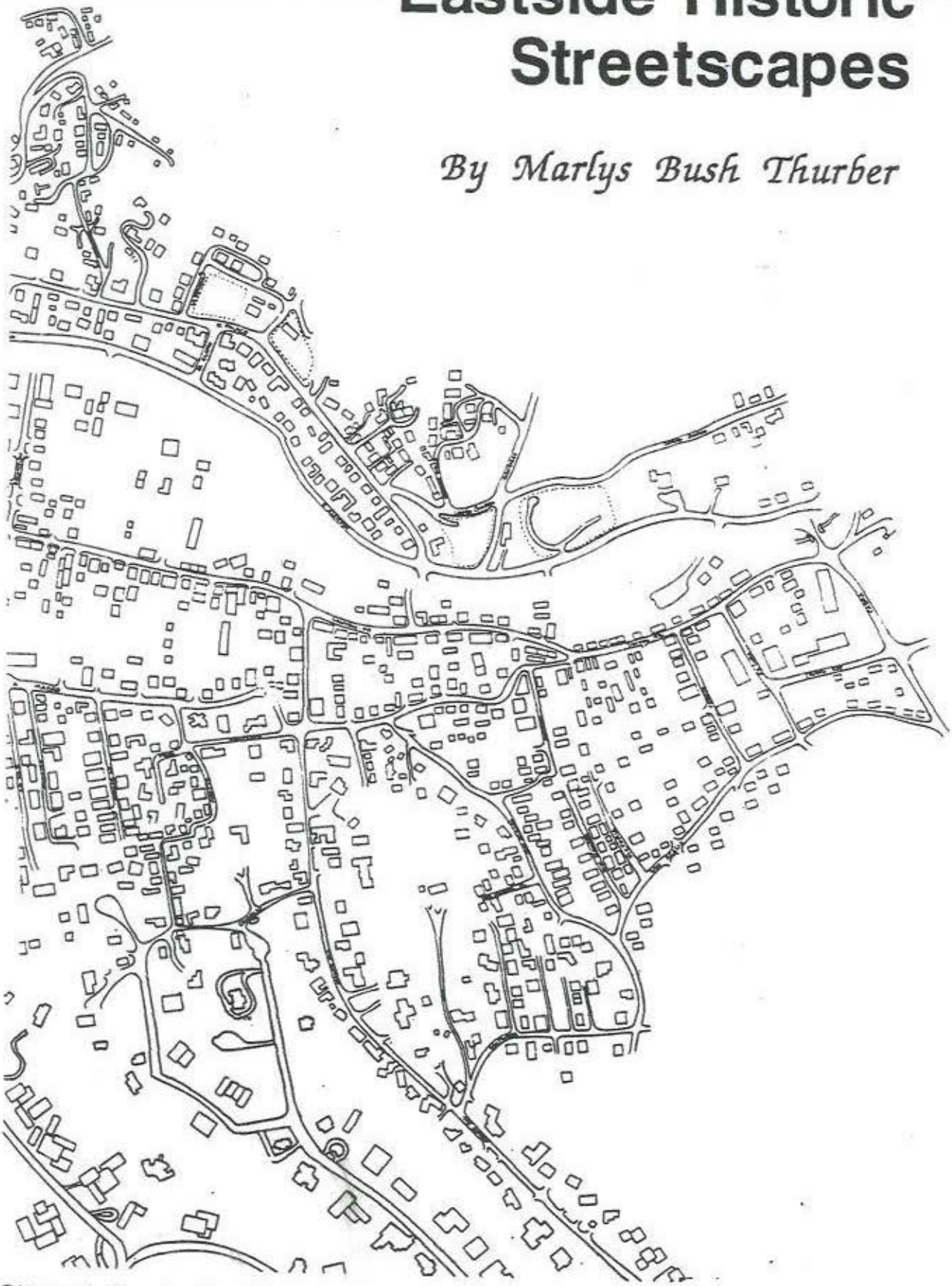


EXHIBIT 9

Eastside Historic Streetscapes

By Marlys Bush Thurber



City of Santa Fe Planning Department

EASTSIDE HISTORIC STREETSCAPES

An Analysis of Corridors and Adjacent Settlment Patterns in Santa Fe's Core Historic District

by Marlys Bush Thurber

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87504

Funded by a Grant from the National Park Service
through the New Mexico State Historic Preservation Office

SOUTHWEST ARCHETYPES
5 Plaza Fatima
Santa Fe, New Mexico 87501

September 1989

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THE CAMINO (Camino del Monte Sol)

Historical Note

From early times the Camino was "an old wood-gathering trail" known as Corral Road; later it was called Telephone Road "after the telephone poles which entered the town along it." At the urging of artists who had begun to settle on the road around 1920, it was changed to its present more picturesque name ("Camino del Monte Sol Historic District" National Register Form:14). In 1988, the Camino and surrounding area was listed as a district on the National Register of Historic Places.

Physical Description

The Camino del Monte Sol might be known as the "Street of the Artists and Otherwise Affluent in Charming Pueblo Revival Houses on Huge Lots Behind High Walls" if the Hendersons hadn't already renamed it for the area's most prominent natural feature. In recent years it has been the subject of extensive historical and architectural documentation; consequently, a lengthy restatement is not required here.

Building Types and Styles

T/E The Camino as a whole is a deceptively simple streetscape filled with artistic devices. Its Pueblo Revival buildings are built up form upon form, the material bending and flowing as if poured from the earth. It has balance, rhythm, juxtaposition and contrast, all emanating from the humblest of materials. It has the contradiction of massive buildings and human scale. The pattern is the estate on the trail; a perverse combination of humble elegance and refined rusticity.

Block Form

Along several stretches there is strong continuity of form in the high walls at pavement edge creating a single undulating plane. Buildings behind are partially visible or blocked from view. The Cinco Pintores houses, as one example, are tied directly into the exterior street walls.

Street Section

Like Canyon Road, Garcia, and Old Santa Fe and Pecos trails, the Camino del Monte Sol has humble origins as a foothills trail. With these, it shares the same characteristic features: a significant change in elevation; a naturally winding and curving form; relative narrowness. Paved, but without curb and gutter, and lacking sidewalks, the road seems to have a life of its own as it winds gradually up to the mountains and back down to the river canyon.

Landscape Features

The Camino shares much of the character of the eastern part of Canyon Road. There are no street trees, but groupings of tall deciduous trees and conifers rise above the high walls. Dry-tolerant natural brush such as chamisa grows casually against walls at the pavement edge. Overall there is less emphasis on vegetation than built surface. Here too, the architecture can stand on its own merits.

Walls and Fences

Strongly dominant are high, sculptural walls with aged wooden gates, frequently panelled or heavily carved. These walls have the look of real adobe, and most are. Fences are rarely seen, mostly on the upper portion.

Characteristic Buildings

The houses along the Camino tend to be more exemplary than characteristic. The smaller, more humble ones extend south for a short distance from Camino del Poniente.

Exemplaries	Many: "significant" structures are listed in the 1984 historic survey report (Belshaw 1984:46). All dating from the 1920s, except as noted, these are, roughly from north to south: #408, Hugh Sener House; #405, Cruz Romero House; #409, Laura Gilpin Studio (before 1912); #439, Mary Austin House; #503, Alice Clark Meyers House; #452, Gordon Street House; #507, Datus Meyers House (before 1912); #520 Dasburg Jacal; #524, Dasburg House: #538, Willard Nash House #1; #542, Will Shuster House; #555, Will Henderson House (before 1917); #550 Will Shuster House #3; #558, Walter Mruk House; #566, Willard Nash House #2 (compromised, see below); #576, Josef Bakos House; #580, Will Shuster House #2; #557, Will Henderson Studio (before 1932); and #586, Fremont Ellis House.
Onions	At #566, Willard Nash House #2, the 1988 illegal demolition of the street-front garage which had been built integrally with the wall seriously compromised the historic integrity of this Cinco Pintores property.

Design Objectives

To preserve and maintain the traditional, historical aspects of the Camino, including its single-family, residential character.

To maintain the historic scale of the street, including its overall horizontality punctuated by an occasional stepped-back second story.

Design Standards

Maximum Building Height	One story. Second story permitted by Special Exception.
Maximum Lot Coverage	To meet existing zoning requirements.
Building Placement and Setbacks	As existing.
Minimum Open Space	No requirements.
Landscape Treatment	Required in yards. Visible on-site parking areas should be landscaped and separated from the street by medium-height or high walls.
Height of Walls and Fences	Walls strongly encouraged. No restriction on height except at corners to allow visibility for vehicles.
Placement of Parking	No requirement.
Sidewalks and Portales	Neither characteristic nor warranted.

20. PUBLIC HEARINGS

a. **Appeal #2021-3256-APPL of Case #2020-3006-HDRB.** Appeal by Laura Chock of the Historic Review Board's Denial of a Request to Replace a Pedestrian Front Gate at 542 Camino del Monte Sol, in the Downtown and Eastside Historic District. (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

COMMITTEE REVIEW:

Governing Body: 04/14/21

Name: Stefanie Beninato

Comment - 04/14/2021 12:28 PM: (Against)

Against granting an appeal. The 8.5 ft gated entry is not harmonious with the streetscape and living alone with a big dog and needing security is not a hardship and certainly not unique...If you grant this exception, then anyone claiming a security need will have to be given it. Also applicant's photos does not clearly show wired fencing and vegetation right behind wall that brings barrier to at least 6 ft...(DO close up of photo to see). There are alternatives for security including cameras, ringtones on door bell, and alarms on windows and doors. She could build an entry that would follow the height of the existing trellis/vegetation over that gate and the Board was willing to allow an open gate (wrought iron or slatted wood) so that the chimney structure that was supposedly built by Will Shuster and a tourist attraction at one point would still be visible. The applicant says it was built by someone else but produced no evidence. You will also see that her bldg permit has a coyote fencing crossed out and a CMU wall written in. I was at the meeting and believe the record will show that the Board gave her approval for the coyote fencing so I wonder how and when that got changed. See PHOTO

She will also tell you she is from Las Cruces (that old I am from here, treat me differently) but her vehicle plates are from OR

Please support the Board and keep the streetscape harmonious and not turn this home into some pretentious gated fortress that obstructs one of its unique characteristics.

Thank you.


842


ROVER
HSE
City of Santa Fe
Land Use Department
Building Permit Division
200 Lincoln Ave., Santa Fe, New Mexico 87504-0909
(505) 955-6588
NOTICE
CONSTRUCTION
PERMIT
for construction has been issued by the
City of Santa Fe, New Mexico
Authorized Construction
Location
Permit No. 21-14035
Date 3-25-21
Approved By
Owner Laura Chack
Address
Contractor
Address
Staff Comments


RANGE ROVER
HSE

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/07/2021
FOR CITY COUNCIL MEETING OF 04/14/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Councilor Rivera, Councilor Vigil Coppler, and Councilor Romero-Wirth) (Geronimo Griego, Acting Fire Marshal: gggriego@santafenm.gov, 955-3310)

COMMITTEE REVIEW:
Introduced: 3/10/21
Quality of Life Committee: 4/7/21
Governing Body (public hearing): 4/14/21

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: March 29, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Geronimo Griego, Acting Fire Marshal GGG

Via: Brian Moya, Assistant Fire Chief BM
Porfirio Chavarria, Wildland Urban Interface Specialist PC

RE: Fire Restrictions

EXECUTIVE SUMMARY:

The proposed Resolution requests the Governing Body adopt certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service.

BACKGROUND:

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of March 16th, all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). State statute also precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist. With that in mind, staff anticipate subsequent Fire Restrictions Resolutions being presented to the Governing Body on May 12th, June 9th, and July 14th.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Exhibit A – Drought Monitor Report
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher M. Rivera

Councilor JoAnne Vigil Coppler

Councilor Carol Romero-Wirth

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

WHEREAS, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

WHEREAS, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

WHEREAS, it is anticipated that drought conditions will be present for the foreseeable future; and

WHEREAS, the probability of ignition of materials likely to serve as fuel for fire is

presently extremely high in the city of Santa Fe; and

WHEREAS, if the city experiences a fire that burns out of control in the watershed, 40% of the city's water resources are at serious risk of complete loss or substantially reduced capacity; and

WHEREAS, if the city experiences a fire that burns out of control in populated areas, it may be necessary to evacuate and relocate affected residents; and

WHEREAS, the SARS-CoV-2 (COVID-19) 2020-21 Pandemic is complicating suppression operations being experienced on wildland fires in New Mexico; and

WHEREAS, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. This resolution shall be deemed a proclamation within the meaning of NMSA 1978, Section 60-2C-8.1 and Section 12-3.9 SFCC 1987.

Section 2. As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa Fe based upon current drought indices published by the national weather service and other relevant information supplied by the United States forest service.

Section 3. The Governing Body restricts the sale or use of fireworks to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

A. The sale or use of the following fireworks is specifically prohibited within the city limits:

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

B. All fireworks within any lands covered wholly or in part by timber, brush, or native grass are prohibited.

Section 4. An exception to the above restrictions is public displays of fireworks in strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and as approved by the City of Santa Fe fire chief.

Section 5. Pursuant to Section 12-3.9 SFCC 1987,

A. Any individual, firm, partnership, or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that

Section 1. Due to severe or extreme drought conditions and wildland fire conditions, the Governing Body hereby prohibits the following activities, in accordance with the International Fire Code® as adopted by Section 12-2.1 SFCC 1987:

A. Open burning, including campfires, bonfires, pit barbecues;

B. Burning of weeds, trash, or other vegetation;

C. Using charcoal barbecue grills in public parks and recreation areas;

D. Smoking in public parks, recreation areas, or on any public trail; and

E. Using any motorized all-terrain vehicle or motorcycles on city owned open space, parks, trails, or other recreational areas, except for the Motocross Track located off of the 599 Relief Route.

Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

Section 2. Pursuant to Section 1-3.1 SFCC 1987:

A. Any individual, firm, partnership or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that the Governing Body recognizes that NMSA 1978, Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions are in place during extreme or severe drought conditions and wildland fire conditions.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

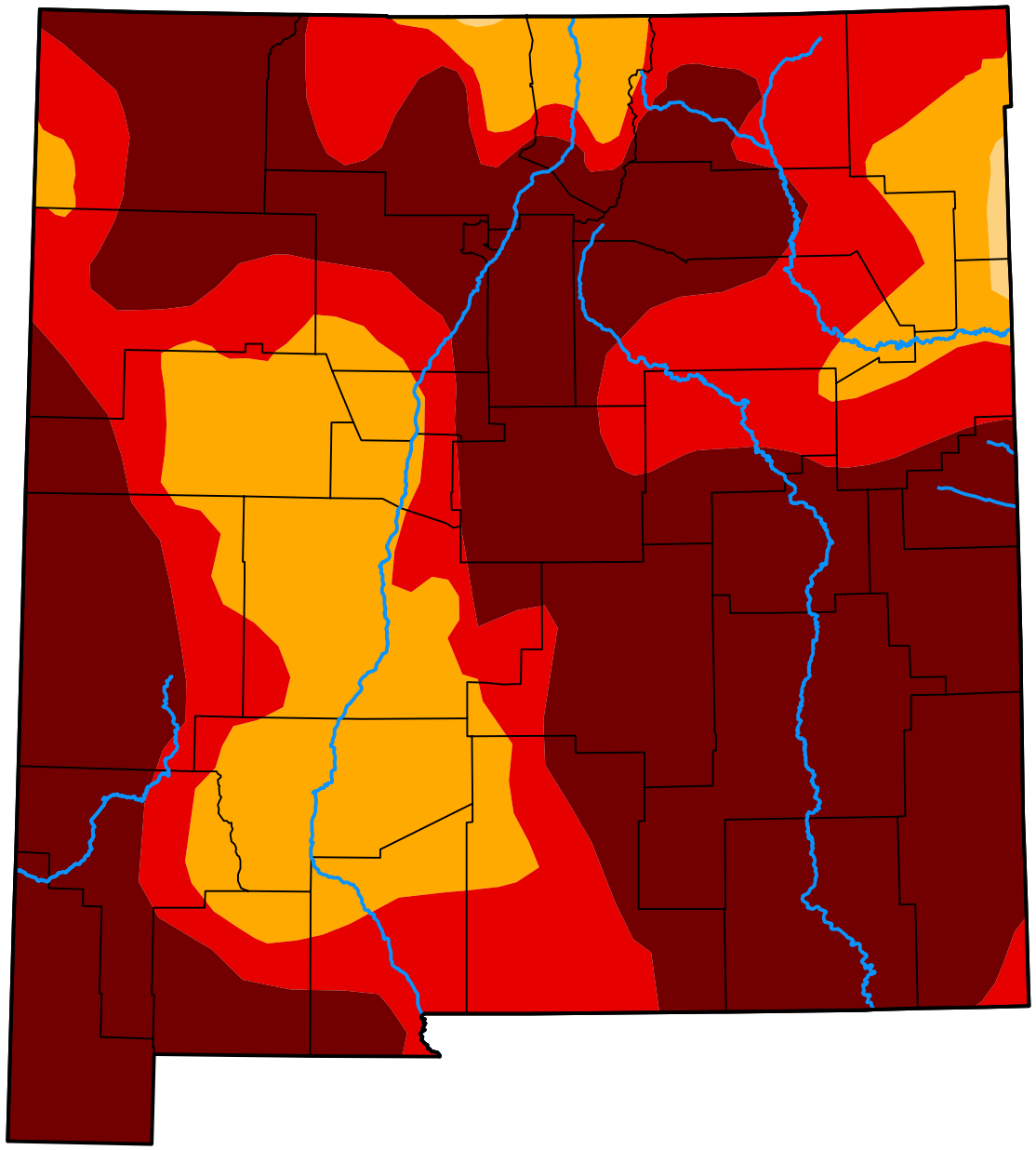


ERIN MCSHERRY, CITY ATTORNEY

Legislation/Resolutions 2021/Fire Restrictions

U.S. Drought Monitor

New Mexico



March 23, 2021

(Released Thursday, Mar. 25, 2021)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	100.00	99.68	80.21	53.38
Last Week *03-16-2021*	0.00	100.00	100.00	99.91	81.66	53.80
3 Months Ago *12-22-2020*	0.00	100.00	99.97	99.59	82.26	53.20
Start of Calendar Year *12-29-2020*	0.00	100.00	99.97	99.59	82.26	53.20
Start of Water Year *09-29-2020*	0.00	100.00	99.92	73.65	39.88	2.90
One Year Ago *03-24-2020*	55.74	44.26	26.30	11.40	0.00	0.00

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Brad Pugh

CPC/NOAA

droughtmonitor.unl.edu

FIR No. 3317

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 2021_1

Sponsor(s): Councilor Rivera

Reviewing Department(s): Fire Department

Staff Completing FIR: Porfirio Chavarria Date: 3/17/2021 Phone: 505-660-3732

Reviewed by City Attorney: _____ Date: Mar 29, 2021

Reviewed by Finance Director: _____ Date: Mar 29, 2021

Summary:
The proposed Resolution establishes restrictions for the sale and use of fireworks within City limits and prohibits other activities that may pose a fire risk due to severe to exceptional drought.

Departments Affected:
Fire Department.

Consequences of Not Enacting Legislation:
The City will not have the authority to restrict the use of fireworks in the City limits or prohibit certain activities that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention.

Performance and Administrative Implications:
Enforcement of the proclamation and sections identified in this Resolution regarding the sale and use of fireworks, open burning, charcoal grills, smoking, and motorized vehicles on City-owned recreational areas.

Fiscal Implications:
N/A

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Geronimo Griego
Geronimo Griego (Mar 30, 2021 15:22 MDT)

Email: gggriego@santafenm.gov

Signature: Brian Moya
Brian Moya (Mar 30, 2021 10:34 CDT)

Email: bjmoya@santafenm.gov

Signature: Porfirio Chavarria
Porfirio Chavarria (Mar 29, 2021 10:47 MDT)

Email: pnchavarria@santafenm.gov

20. PUBLIC HEARINGS

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera, Councilor Vigil Copp Councilor Romero-Wirth)

A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshal, gggriego@santafenm.gov, 955-3310)

COMMITTEE REVIEW:

Introduced: 03/10/21

Quality of Life Committee: 04/7/21

Governing Body (public hearing): 04/14/21

Name: Stefanie Beninato

Comment - 04/14/2021 12:28 PM: (For)

And we need better enforcement