City of Santa Fe

AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
MAY 12, 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/95932795318?pwd=RHpTejZ2SHIrNWt4WHBTTkQrUTYxUT09. **Passcode: 820949**

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Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 959 3279 5318 - Passcode: 820949**
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 Abeyta

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

Councilor Garcia

4. **INVOCATION**

Councilor Rivera

5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
    a. Special Governing Body Meeting – April 8, 2021
    b. Regular Governing Body Meeting – April 28, 2021
9. **PRESENTATIONS**

a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Acting Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

b. City of Santa Fe Water 2020 Recap and 2021 Outlook. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) **INFORMATION ONLY**

c. Presentation of 2021 Area Median Income (AMI) Data and Updates to the Santa Fe Homes Program (SFHP) Pricing Schedule for 2021. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Villarreal)
A Resolution Supporting the City of Santa Fe Joining the National Wildlife Federation's Mayors' Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

COMMITTEE REVIEW:
Introduced: 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

b. Request for Approval of Amendment No. 2 to Contract No. 19-0384 with Vladimir Jones (Praco) to Increase the Compensation for FY21 in the Amount of $175,000. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)
Committee Review:
Public Works and Utilities Committee: 04/26/2021

Finance Committee: 05/03/2021
Governing Body: 05/12/2021

c. Request for Approval of ITT Amendment #1 for MS Office 365 Vendor Name Change From Original Contract 18-1309 En Pointe Technologies to Insight Public Sector. Third Year of Three Year Term 11/26/2018 TO 11/26/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Opuntia Cafe, Inc. for the following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Opuntia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe, which is within 300 Feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.
2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Restaurant Beer and Wine Liquor License, with on Premise Consumption and Patio Service, to be Located at Opuntia Cafe, 1607 Alcaldesa Street, Suite 201, Santa Fe.

e. Request for Approval of ITT Contract for Motorola Solutions for Emergency Communications Repair in the Amount of $273,676.60 for the Term of 05/12/2021 to 07/31/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

f. Request for Approval of Amendment No.1 to Contract #20-056 for United Way of Santa Fe County to Change their Name to Growing Up New

Mexico. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body: 05/12/2021

g. Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and Corresponding Budget Amendment Resolution (BAR), in the amount of $1,570,927. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

1. Request for Approval of BAR to Budget the Federal Funding of $1,570,927.

Committee Review:
Public Works and Utilities Committee: 04/26/21
Finance Committee: 05/03/21
Governing Body: 05/12/21

h. Request for Approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for Completion of the Nichols Dam Outlet Conduit Rehabilitation Design Work as it Relates to Dam Safety in the Amount of $422,167. (Brian Snyder, Public Utilities Engineering Supervisor, bksnyder@santafenm.gov, 955-4277)
Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

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

Committee Review:
Introduction: 04/28/21
Finance Committee: 05/3/21
Public Works and Utilities Committee: 05/11/21

Governing Body: 05/12/21

j. **Request to Publish Notice of Public Hearing on June 9, 2021.**
Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia and Councilor Lindell) (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:
Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Finance Committee: 05/3/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/09/21

k. **Request to Publish Notice of Public Hearing on June 9, 2021.**
CONSIDERATION OF BILL NO. 2021-13. An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adequate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Councilor Abeyta, Councilor Lindell, and Councilor Rivera)(Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

Committee Review:
Introduced: 03/31/21
Planning Commission: 05/6/21
Public Works and Utilities Committee: 05/11/21

Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/9/21

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Cassutt-Sanchez and Councilor Rivera)
A Resolution Modifying the Frequency with which the City Manager Provides Written Updates to Every Other Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety when Santa Fe County is in the "Green" or "Turquoise" Level. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 04/14/21
Public Works and Utilities Committee: 05/11/21
Governing Body: 05/12/21

b. Request for Ratification of a Grant Agreement with the New Mexico Tourism Department for $300,000 to Support the Restart of the Group Business that Uses the Convention Center, Pursuant to SFCC 1987, Section 2-4.6(B). (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

12. **MIDTOWN OVERVIEW**

Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Report. (Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov) **INFORMATION ONLY**

Presentation: Existing Buildings and Furniture Fixtures & Equipment (FF&E)

- Sam Burnett, Midtown Property Maintenance Manager
- Daniel Hernandez, Proyecto, Midtown Project Manager
- Robert Lambert, Arts & Culture Office, Assistant Director

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(7) and (H)(8), Completion of the Attorney-Client Privileged Quarterly Update that Began During the April 28th, 2021 Governing Body Meeting Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Legislative Introductions

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

a. Children and Youth Commission
- Richard Lindahl – Reappointment – Term Ending 01/2023
- Elisabeth “Lisa” G. Salazar – Reappointment – Term Ending 01/2024
- Andrea Sandoval – Reappointment – Term Ending 01/2024
- Crystal Ybarra – Reappointment – Term Ending 01/2021
- Sarah Amador-Guzman – Appointment – Term Ending 01/2024
- Kendal Chavez – Appointment – Term Ending 01/2024
- Chanelle Delgado – Appointment – Term Ending 01/2023

b. Human Services Committee
- Christina Bruce – Appointment – Term Ending 03/2023

- Emily A. Haozous, PhD, RN, FAAN – Appointment – 03/2023
- Carrie Thielen, MPH, RD – Appointment – Term Ending 03/2024

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal) A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions Between May 12, 2021 and June 9, 2021; 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, 955-3317)

COMMITTEE REVIEW:
Introduced: 04/28/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

b. **Appeal #2021-3393-APPL of Case #2021-3111-HDRB.** Appeal by James and Jay Heneghan of the Historic Districts Review Board's Denial of an Application to Construct a New Single-Story Residence at 314 North Guadalupe, in the Westside-Guadalupe Historic District (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

COMMITTEE REVIEW:
Governing Body: 05/12/21

c. Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).
Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body (Public Hearing at 7PM): 05/12/2021

21. **ADJOURN**

City of Santa Fe

AGENDA

REGULAR MEETING OF
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MAY 12, 2021
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NOTE: New Mexico law requires the following administrative procedures be followed when conducting “quasi-judicial” hearings. In a “quasi-judicial” hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
APRIL 08, 2021
6:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Special Governing Body meeting will be conducted virtually.

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Passcode: 288184 – Webinar ID: 916 9521 2983

1. **CALL TO ORDER**

2 **PLEDGE OF ALLEGIANCE**

3 **SALUTE TO THE NEW MEXICO FLAG**

4 **INVOCATION**

5. **ROLL CALL**

6. APPROVAL OF AGENDA

7. PUBLIC HEARINGS

Please Note:

- *The five (5) related land use cases set forth below will be heard concurrently in a single public hearing.*
- *Some agenda captions have been slightly modified from their original version (as presented to the Planning Commission) in an effort to further clarify each caption and help distinguish each item.*
- *Due to the anticipated length and complexity of the hearing, the hearing will take place over the course of two (2) meetings of the Governing Body. The public comment portion of the hearing will take place ONLY at the first meeting, scheduled for April 6, 2021. Additional public comment will not be received at the second meeting, scheduled for April 8, 2021.*

a. **Case #2020-2898. North Zia Station General Plan Amendment.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification from Low Density Residential (3 to 7 Dwelling Units Per Acre) to High Density Residential (12 to 29 Dwelling Units Per Acre) for Approximately 13.3 Acres at the Northwest Corner of St. Francis Drive and Zia Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

b. **Case #2020-2914. South Zia Station General Plan Amendment.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification for Approximately 1.9 Acres from Low Density Residential (3 to 7 Dwelling Units Per Acre) to Transitional Mixed Use at the Southwest Corner of Zia Road and Galisteo Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

c. **Case #2020-2900. Zia Station South Central Highway Corridor Overlay Rezoning.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests a Rezoning to Amend the Boundaries of the South Central

Highway Protection Corridor to Exclude Two Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road from the Overlay District. The properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

d. **Case #2020-2899. Zia Station General Commercial Planned Unit Development Rezoning.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests a Rezoning from R-1 (Residential- One Dwelling Unit Per Acre) to C-2 PUD (General Commercial- Planned Unit Development) for Properties Located at the Northwest and Southwest Corners of St. Francis Drive and Zia Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

e. **Case #2020-2901. Zia Station Preliminary Development Plan.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Preliminary Development Plan Approval for a Mixed-Use Planned Unit Development to be Developed in Two Phases. The Planned Unit Development will be Comprised of Approximately 384 Dwelling Units, 84,000 Square Feet of Office Space, and 36,000 Square Feet of Restaurant/Retail Space at the Northwest and Southwest Corners of St. Francis Drive and Zia Road. The properties are zoned R-1 (Residential- one dwelling unit per acre), are within the South Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

8. **ADJOURN**

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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.

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SUMMARY INDEX
Governing Body
April 8, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 6:02 p.m.	1
2. Pledge of Allegiance	Led by Councilor Villarreal	1
3. Salute to the State Flag	Led by Councilor Garcia	1
4. Invocation	Led by Councilor Vigil Coppler	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as presented	2
7. Public Hearings		
a) Case #2020-2898 North Zia GPA	Approved	2-35
b) Case #2020-2914 South Zia GPA	Approved	2-36
c) Case #2020-2900 Zia SCHC Rezone	Approved	3-36
d) Case #2020-2899 Zia PUD Rezone	Approved	3-36
e) Case #2020-2901 Zia Dev. Plan	Approved	3-37
20. Adjournment	Adjourned at 1:14 am	37

Minutes of the
Special Meeting of the Governing Body
Tuesday, April 8, 2021
Virtual Meeting

1. CALL TO ORDER

A special meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, April 8, 2021, at approximately 6:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Villarreal.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Vigil Coppler.

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 Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused
Councilor Signe Lindell
Councilor Christopher M. Rivera

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Lee Logston, Planner Senior
Sally Paez, Assistant City Attorney
Elias Isaacson, Land Use Director
Noah Berke, Planner Supervisor
Alexandra Ladd, Affordable Housing Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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

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

Against: None.

7. PUBLIC HEARINGS

a. **Case #2020-2898. North Zia Station General Plan Amendment.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification from Low Density Residential (3 to 7 Dwelling Units Per Acre) to High Density Residential (12 to 29 Dwelling Units Per Acre) for Approximately 13.3 Acres at the Northwest Corner of St. Francis Drive and Zia Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South-Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

b. **Case #2020-2914. South Zia Station General Plan Amendment.**

JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Classification for Approximately 1.9 Acres from Low Density Residential (3 to 7 Dwelling Units Per Acre) to Transitional Mixed Use at the Southwest Corner of Zia Road and Galisteo Road. The Properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre) and are within the South-Central Highway Corridor Protection District. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

c. **Case #2020-2900. Zia Station South Central Highway Corridor Overlay Rezoning.** JenkinsGavin, Inc., Agent, for Zia Station, LLC, Owner, Requests a Rezoning to Amend the Boundaries of the South-Central Highway Protection Corridor to Exclude Two Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road from the Overlay District. The properties are Zoned R-1 (Residential- One Dwelling Unit Per Acre), are within the South-Central Highway Corridor Protection District, and Comprise a Total of Approximately 22.7 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

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Mayor Webber outlined the procedure for this public hearing, including disclosures, if any, a presentation by Staff, and then questions from the

Governing Body to the DRT through Mr. Logston, which would be organized by topics. He listed Affordable Housing, Project Density, Arroyo, Stabilization, Traffic Circulation and Production, Pedestrian and Bicycle Safety, Building Heights and View Corridor, Legal Criteria for Rezoning, and Other Questions.

DISCLOSURES

There were no disclosures.

STAFF RECAP REPORT

Mr. Lee Logston shared his screen and recapped the case reports. He noted the sequence of cases builds on the previous. In Case #2020-2898, the North General Plan Amendment from low density to high density for 13 acres. Case #2020-2914 – South General Plan Amendment, is from Low Residential to Transitional Mixed Use. Case #2020-2900 is the SCHC boundaries amendment request. Case #2020-2899 is to rezone from R-1 to C-2 PUD for the entire property. Case #2020-2901 is the Preliminary Development Plan for mixed use development in two phases 384 dwelling units on 84,000 square feet for residential and some restaurant/retail uses.

He clarified that If the SCHC amended boundary is denied, then zoning must also be denied. He would offer more information at each case. The packet included sample motions. He introduced Afshin Jean and Bill Craven and David Harris, who were present from the New Mexico Department of Transportation, and Trent Thrasher from Wilson & Company who did traffic analysis.

QUESTIONS TO DRT

Councilor Garcia recalled from the last meeting, Mayor Webber had asked Council members to forward questions to Mr. Logston. He asked if the Governing Body could hear what Councilors had asked and the responses given.

Mayor Webber said the questions were assembled, but answers are to be given here at this meeting.

Mr. Logston said he did answer a question from Councilor Garcia, and he met with Councilor Villarreal for a discussion, but she will ask her question here, as well as Councilor Cassutt-Sanchez who submitted an extensive list of questions.

Affordable Housing Questions

Councilor Villarreal said it would be helpful to understand how the inclusionary zoning ordinance functions for multi-family development and why there is a ten-year limit on affordability.

Mr. Logston referred the question to Director Ladd.

Director Ladd explained that the premise behind it is that the creation of market-rate units requires affordable rate units. It works well for ownership but harder to work with rentals because the loss restriction doesn't happen once but month after month after month. So when the developer gets financing, they can show their project earns money so bank knows it can be repaid. With rent restrictions in place with an entity not set up to manage the units or needing income certification we are asking the owner to choose their very high density and not our market. So we have struggled for years to make rental side affordable housing work. With the Inclusionary Zoning in 2006, we did not have any builders doing rental apartments for over a decade. Coming out of the recession and realizing we had a shortfall in inventory, we documented 2,600 units. The high end, we would not support but those people have few choices, and it is a shortage. We have some people paying way too much for rent. Santa Fe has the highest rate in the state. So we created options that went beyond the fee in lieu of option for how the restriction would work at 15% or a hybrid of units and fee in lieu of.

Councilor Villarreal thought HUD had a different time period of 15 years.

Director Ladd said the period for subsidized affordability is dependent on the source of the subsidy. Originally it was 15 years and now most subsidy programs are 30 to 40 years. But this is not a subsidy program. The renters will be work force renters who don't want to live in a converted garage or some others. They cannot afford the rent here, so a ten-year term was chosen to help them be able to get stabilized.

Once a rent restriction is required, that unit will be restricted, and the bank lender wants to see the end of it. At 30-40 years, the bank is worried they may not get repaid at all. Because the renters are higher level, at the end of ten years, they have options and mobility. Because this is our first time, the language is not finalized yet.

Councilor Villarreal asked if she wanted to add to that process at the end of ten years.

Ms. Jenkins said the ten-year plan is straight out of Chapter 25 in City Code that a relocation plan is required and obviously is the right thing to do. So we make that commitment.

Councilor Villarreal asked if the development has 39 affordable units.

Ms. Jenkins agreed.

Councilor Villarreal asked if they were located in both town homes and apartments.

Ms. Jenkins said affordable units are spread among all housing choices.

Councilor Cassutt-Sanchez asked, with 120% units for 10 years, if the occupant wanted another option, whether that could be considered.

Director Ladd explained that the developer enters into agreement with the City and which is filed with development documents with the County Clerk and that obligation is transferred with the title. We have had some conditions changing drastically and amendments are permitted but usually it is just which lots are affordable. And it must go through the City's approval process. By Code, the City Manager is authorized for that, so an amendment would be approved by the City Manager. But for something that is not in Code, it would come to the Governing Body for approval.

Ms. Jenkins responded that in the event we would propose a change in the AH program, even though not an alternate plan, we would bring it to the Governing Body voluntarily.

Councilor Cassutt-Sanchez asked if that would need to be in writing.

Ms. Paez said it could be a condition of approval in a motion later on.

Councilor Cassutt-Sanchez hoped for more discussion on housing needs in the City - more than the 2600 units mentioned.

Director Ladd said the best study is an apartment study by CCRE that Albuquerque does each year. They are surveying all members of the Apartment Owners Association. It reveals trends over time. It will change this year, but Santa Fe has been at functional zero for the past several years.

Councilor Cassutt-Sanchez observed lots of discussion about the frustration of the public. She hoped to hear why the AH Trust Fund is important.

Director Ladd said it was a great question. Because these are local funds, the use is codified in our Code so it is very regulated. But we can build in lots of flexibility which we could never be able to do with federal money. Also, on the provider side, it helps with applications for other funding sources. And we show a 3-1 leverage ratio. That creates a bigger impact for the funds instead of just a dollar-for-dollar investment. The fund can be used for direct assistance - typically renter's assistance and can be flexible with income criteria. We have used rental assistance for down payment buy down. No payment and no interest. That leverages the market with impact. Third is for home repair and sometimes loans. Most are grants for very low income people – usually elderly women. The funds can be used for construction, rehab, and related construction costs to preserve AH.

Councilor Garcia asked Staff if there was anything to prohibit an applicant from offering 30-40 years or anything above the baseline of ten years.

Mr. Logston said in the end, it is project financing. They are subsidized for a certain length of the financing. At the Planning Commission, Daniel Werwath stated the units at Siler Yard were slated at 40 years affordable, and he thought they would need to revisit that to renegotiate their financing.

Director Ladd clarified the ten-year period is in our Code so we could not ask anyone to provide more than that. The developers we met with felt that was the best length. Doing it through market rate is not the way to go. We have many that are amazing and Civic Housing did good job on translating some for very low income residents. It provides rent subsidy for some very low-income renters. She was not sure a longer time frame would even be enforceable. If a developer offered a 15-year subsidy, we could consider it as allowable under the Code.

Councilor Garcia recalled a 15-year program was originally proposed. He asked Ms. Jenkins why it was changed to 10 years.

Ms. Jenkins said they have been working closely with Director Ladd for a program that works for the City and for this one. We first proposed 5 years, but in further discussion, we were sent back to the drawing back and pivoted back to the ten-years as required by the Ordinance. It was never 15 years.

Councilor Garcia asked if the Developer would agree to a longer term.

Ms. Jenkins said this program, as proposed, is difficult. They felt they could do this as it is and did not believe a time frame beyond ten years would be feasible.

Councilor Garcia asked the City Attorney if that was something the Governing Body could stipulate for a relocation process. Talks can break

down. He asked if that could be a requirement and include it for sure as a process.

Ms. Paez was not that familiar with inclusionary zoning in the Code.

Ms. Jenkins read from Section 26.129B the specifications.

Ms. Paez didn't see that as a condition but will be in the code requirements.

Councilor Garcia understood and had no further questions on this topic.

Ms. Jenkins, in response to Councilor Vigil Coppler, said the Santa Fe Homes Ordinance must be imposed first. Everyone is sharing the same amenities in the complex so there is no distinction of affordable units from market units.

Councilor Abeyta asked what happens when tenants change.

Ms. Jenkins said that code section says ten years from the date the facility is fully leased. That is when the clock start ticking. So some will have longer than ten years.

Director Ladd added that when a tenant moves out, the new tenant moving in is certified.

Councilor Romero-Wirth said the Governing Body heard that without a third story, there could be no AH units. She asked what that does to the fee in lieu of amount.

Ms. Jenkins said, from their standpoint, it is not just about losing those units but about the entire economics of the project. She could crunch those numbers, but the impact was not fully determined yet. There is just not enough room to make AH work without the third story.

Councilor Romero-Wirth was trying to understand if there was another way to do it, understanding the economic considerations.

Ms. Jenkins agreed it is an important conversation.

Councilor Abeyta understood sometimes people qualify because of children. He asked which schools would serve this development.

Ms. Jenkins said they were Chaparral, Milagro and SFHS.

Councilor Romero-Wirth said she would still be interested in the amount required for fee in lieu for the whole project at two-stories.

Ms. Jenkins would calculate it.

Director Ladd estimated it at $1,400 per unit.

Ms. Jenkins said at 384 units, it would be over $500,000.

Councilor Garcia asked about unit count without a third story.

Ms. Jenkins said it would be 348 units.

Project Density Questions

Councilor Romero-Wirth asked if the number of units can be achieved on the property without a third story.

Ms. Jenkins said they studied that. Unless the units got very small, it would not be achievable. The north phase is 100% residential (north of Galisteo) and the south has 2 and 3 story units. The arroyo and stormwater collection areas are not developable and the plan doesn't have much excess parking.

On the south side, they wanted as much parking as possible in structures and some underground. The dark brown buildings are all 2-story with 3-story units along St. Francis. The town homes face Galisteo with on-street parking and garage access on the alley. These are not big buildings, but there are not many opportunities to expand horizontally. The site is appropriately dense for infill. The open spaces and green spaces are important. She pointed out the access points for the underground parking. Although accommodating vehicles, this plan emphasizes pedestrians.

Councilor Romero-Wirth asked why there couldn't be more underground parking to achieve 136 units.

Ms. Jenkins said underground parking on the north side was not feasible.

Councilor Romero-Wirth asked if they could forego some open space.

Ms. Jenkins said the arroyo and stormwater management area cannot be used for development. This design is very efficient, and many units are accessed on the inside to get the density we need to achieve. Underground costs $55,000 for each unit.

Councilor Romero-Wirth asked if the economics could work, with more residential instead of commercial.

Ms. Jenkins said it was an interesting question. She would consult with her team about it. One great thing about mixed use is that it creates great flexibility to meet the market demand. Right now it is more residential. Also consideration about traffic needs to be considered. She asked to come back with a response for that.

Councilor Abeyta was curious about housing trends as it relates to Millennial and Gen Z populations. Most don't want the typical 3-bedroom house with front and back yards. Kids don't want that kind of house today.

Ms. Jenkins agreed and said that informed their thinking. We hear a lot anecdotally. This is part of a spectrum. There is high desire for mixed use, walkable, low maintenance with public transit access. They studied all of that to inform this design. Whether young people or older professionals without children who love walkability. At the Railyard Flats, they were amazed by the demographic. 23- to 83-year-olds live there for their own reasons. – beautiful space, modern space, walkways. It is not for everybody and we are not doing it for everybody.

Councilor Garcia thanked Councilor Abeyta for that relevant question. He thought Millennials were interested in high-end homes.

Councilor Abeyta said many cannot afford more traditional homes.

Councilor Garcia asked for a breakdown of units on south and north.

Ms. Jenkins said the north part has 284 apartments and 14 town homes. The South has 14 town homes and 112 apartment units in 2 or 3 story.

Councilor Garcia reasoned that retail makes up some on the south side. He had the same interest in design for all at two-story and being able to work within current code and probably could make it financially feasible.

Ms. Jenkins reminded him that within the SCHC, in addition to height, requires 50% dedicated to open space. So all parking and all building that is not landscaped area would need to be concentrated.

Councilor Garcia asked if that is for 100% residential.

Ms. Jenkins said mixed use is 35%. We are at 42% on south and 28% on the north right now.

Councilor Garcia surmised it is impossible to meet the open space requirement.

Ms. Jenkins agreed. They could not achieve the residential units and meet the space requirements.

Councilor Garcia saw the south is very dense and north side less dense.

Ms. Jenkins said in the design, there are 45 residential units on third story and all are on the south side in buildings H, I, J, K, and L.

Councilor Garcia found it hard to believe it could not be met. He understood the orchard and water park that were wanted.

Ms. Jenkins said it is in the water retention area and all fed by water harvesting and an opportunity to densely landscape. They analyzed a potential for a parking structure and the numbers would not work. If the numbers did work and could achieve with higher density, they would have come with that type of project. Underground parking in multifamily units do not work in Santa Fe.

Councilor Garcia understood. He asked if the underground and one-story garage could be implemented on the north side also.

Ms. Jenkins said adding an above ground structure would not be feasible and it would be a really big structure.

Councilor Garcia asked Ms. Paez about questions on financial feasibility for underground parking.

Ms. Paez said part of the Code precludes that in a rezoning case. She quoted from the Code and said the Council can talk about general feasibility, but specifics are off limits.

Councilor Cassutt-Sanchez asked for density terms.

Ms. Jenkins said overall, it is a little over 18 units per acre. The north is 24 du/acre and south is 14 du/acre. If limited to two-story buildings, the south would be 9 du/acre and north would be 14 cu/acre.

Councilor Cassutt-Sanchez thought in the conversation of making up units Ms. Jenkins said density would need to be very high. She understood in trying to make up units, it would still need the Governing Body to remove the SCHC restriction. She asked if that was correct.

Ms. Jenkins said they were requesting C-2 PUD and the SCHC limits to 21 du/acre and low income at 24 du/acre. There is also the open space requirement at 50% on the north and this is at 37.5% which is under C-2 and on the south is 42%. So we cannot have a significant density increase

and could only achieve it if one-third of the buildings are 3-story with appropriate setbacks. Density and height are two sides of the same coin. These things are essential for quality of life. They did a huge amount of study to achieve this result. "As you can see, the only element we are not in compliance for SCHC are the 3-story buildings. And on the north, those are lower than St. Francis."

She showed a rendering of the northwest view that showed how each story is stepped back and only 17' visible from St. Francis. On the south, only 15' would be seen from St. Francis. The setback is130' from the corridor of St. Francis. She explained how the project relates to surroundings at heights. She showed that the three-story was a lower altitude than Albertsons.

Councilor Vigil Coppler said Millennial still want livable, walkable sites and transportation available so not need for a car. In the study of Midtown Link, the study of what Millennials want was considered. It was important at the time and still is. The Midtown Link was about creating neighborhoods and this plan addresses that. She related it to Nob Hill in Albuquerque and noted those projects are doing very well. She agreed with Councilor Abeyta.

Mayor Webber asked Mr. Logston how he would categorize this density.

Mr. Logston said it is on upper end of density we allow (up to 29 du/acre) and have approved some as high as 60 du/acre. He pointed out that when taken as a whole, this plan meets SCHC density. There are higher densities than this proposed in the City.

Mayor Webber asked where we would see what you call townhomes in Santa Fe.

Ms. Jenkins said across the street. It is an attached row house. They are seen in Tierra Contenta also. But we propose them as rental homes.

Mayor Webber asked how would be a target customer.

Ms. Jenkins said it is a diverse target. She listed some and said they are hitting a lot of elements in our community.

Mayor Webber noted Ms. Jenkins had mentioned some buildings could be adapted to other uses as the market reveals more housing. If that happens, he asked if the Developer would owe more in Fee in lieu of.

Ms. Jenkins said the ordinance does talk about conversion to other uses. There is a similar provision for commercial to residential. But the number of units in PUD establishes a maximum number of units, and maximum sizes. There is the opportunity for it to be a bit organic which is a great thing.

Mayor Webber liked the point for flexibility, but asked if she had a plan with calculations.

Ms. Jenkins said if they end up with less than 112 units on the south, they won't ask for money back.

Arroyo Stabilization

Councilor Villarreal asked, in considering the thousand-year storm event, whether the Governing Body needs to consider more severe storm events with climate change. The flooding in this area caused damage and severe erosion. She thought it in the best public interest to consider the base analysis being higher. She asked what they used for the analysis.

Ms. Jenkins pointed out that none of the storm water on the north side was going into the arroyo. She showed the arroyo and the old trestle. She showed the 90-degree turn. In conversation with City Staff, they agreed to stabilize that area on the existing condition. The bank stabilization plan is not done yet. Under current City Code, all is based on a hundred-year event. And Staff asked us to run a 500-year event. Ms. McDonald is very familiar with that site.

Councilor Villarreal wanted to know why the City holds to a hundred-year event when the tunnel north of there was completely filled with water at the last major event.

Ms. Dee Beingessner said the Code only requires provision for a 100-year event and the ponding complies. The bank stabilization comes from upstream and not the result of this development. It would have to address what is coming from developments upstream. She said the development upstream had ponds in the arroyo, but this development has no ponding in the arroyo.

Councilor Villarreal thanked her for the explanation. But she wondered how that 1000-year event could not affect this development, given the fact that they are so close to the arroyo.

Ms. Beingessner said she had not seen how it would affect this project and they are already doing arroyo stabilization.

Councilor Villarreal asked Ms. Jenkins why they would not consider a higher level.

Ms. Jenkins said they could offer a design for bank stabilization which will be part of the next submittal, and to run the analysis for a 500-year event to assure what would be constructed here would not blow out.

Councilor Villarreal suggested it was more to protect the development, but the damage was to the existing residents. The City needs to raise that level because of what we saw happen. She did not think a 100-year event was sufficient. Related to that, Mr. Grogan raised the prioritization for the pipeline.

Ms. Jenkins said Mr. Grogan characterized it and we have had numerous conversations with Mr. Grogan about it. She showed the natural gas pipeline and the culverts to direct the water below. Mr. Grogan felt the culverts were undersized and they might be. The City did a study, and the preliminary analysis was that they could be undersized. The water does slow down there, and the smaller culverts exacerbated the speed of the water. Our consulting engineers to not share Mr. Grogan's analysis. We alerted the gas company to the concern and they said they were at the table to address it. It is not on the applicant's property. The irony is that the culverts actually slow the water down. She offered to have her engineer address it.

Councilor Villarreal thanked her.

Councilor Romero-Wirth quoted from the analysis and said, to be clear, that Ms. Jenkins is not in agreement with what Grogan wants to be added to condition 12.

Ms. Jenkins agreed. She was not sure his analysis is correct.

Councilor Romero-Wirth pointed out that Mr. Grogan intimated you were in agreement.

Ms. Jenkins said they had many positive conversations. She agreed to be at the table and collaborative and whatever is done would be with the Gas Company. At no time did she agree to commit to the responsibility for that condition.

Councilor Romero-Wirth asked if it would be okay to put her language into the condition rather than Mr. Grogan's.

Ms. Jenkins agreed. That effort needs to be coordinated among the stakeholders.

Traffic Circulation & Bicycle and Pedestrian Safety

Councilor Garcia observed there were a lot of comments regarding traffic. The project will change traffic flow significantly, especially with no left turn from the south. He asked if the TIA only dealt with the proposed project area.

Ms. Jenkins said it did not just deal with proposed project area with its scope. She shared her screen on the traffic study parameters. She said they worked closely with John Romero and with NMDOT and she identified the eight intersections that were studied. All were conducted pre-COVID.

Councilor Garcia asked her to go further in the study.

Ms. Jenkins said in addition to vehicles, it counted cyclists and pedestrians. The counts also took into account the train as it moves through the area. It does affect things. All of those were part of the analysis.

Councilor Garcia pointed out that the Governing Body heard from folks that they can no longer make any left turns, must use alternative routes down Galisteo or else cut-through routes would be used.

Ms. Jenkins compared before and after development. The proximity of Galisteo to St. Francis meets no standards. It is much too close and creates a space issue with cars backing up at the tracks or St. Francis. So the solution was to redesign Galisteo and pull it away from St. Francis. It allows a lot more storage as vehicles approach St. Francis. It includes three left turn lanes from 93 feet to 375 feet which is a huge benefit and increases safety with relocation. We advocated for signalized intersection at Galisteo and Zia and were denied because it was still too close. We must meet signal volume criteria (warrant) and if not met, federal regulations say no signal could be installed. There was not enough traffic on Galisteo to warrant a signal. So it has a limitation on access at the intersection. The only prohibited turn from Galisteo is left onto Zia from both directions. It is the same as at GCCC and at the new Presbyterian Clinic. The City would never allow left turns if the present Galisteo location were built today. U turns to accomplish left turns are a safer alternative.

Councilor Garcia asked if the TIA dealt with pedestrians stopping traffic. Is that how this cross walk would operate?

Ms. Jenkins said they really wanted a safe way to cross Zia without going all the way to St. Francis. It is a win-win. The median serves as a pedestrian safety zone in a two-stage crossing (a pedestrian median refuge). She explained how it would work.

Councilor Garcia asked about preventing a driver from trying to turn left after the intersection into a left turn lane going the opposite direction.

Mr. Eric Wrage was sworn and gave further explanation on Councilor Garcia's question that it was by striping and signage.

Councilor Garcia thanked him. The additional factor here that it is not on Cerrillos Road. He wanted to make sure it will not be a bigger problem in the future.

Councilor Cassutt-Sanchez thanked Ms. Jenkins for the traffic analysis. She was curious about how Rail Runner frequency might impact this development.

Ms. Jenkins said with more frequency of stops, it would affect this intersection. The south phase would be developed in subphases and we have a requirement to update the traffic study with each phase completion to ensure the improvements being made are still warranted. The TIA update would take additional stops into account. But as we showed, the dramatic reduction would be a win. And improving ridership on the train is also positive.

Councilor Cassutt-Sanchez assumed the roadway improvements would happen first.

Ms. Jenkins agreed. Those would be part of Phase 1 construction.

Councilor Cassutt-Sanchez asked if they would also be able to make improvements to the intersection.

Ms. Jenkins- agreed, within restraints. And if they had to reduce the plan as a result of the TIA update, they would do so.

Councilor Cassutt-Sanchez went back to the critical mass for feasibility.

Ms. Jenkins explained "it is the nature of the beast and the traffic study informs the program. We designed after understanding the TIA results. It all happens together, and it is a risk, but we have confidence in the incredible results from the TIA."

Director Isaacson reminded the Governing Body that NMDOT still needed to testify about that issue.

Councilor Cassutt-Sanchez noted the TIA has a technical piece she didn't understand.

Ms. Jenkins commented that with a project with multiple phases, if you push too much into the future, it loses validity. The intent is to project into the future but updating as we go. So that dilutes the impact with something more meaningful.

Councilor Cassutt-Sanchez asked if there were any other safety improvements Ms. Jenkins had not touched on.

Ms. Jenkins said yes. Everything in blue shows sidewalks in the network. The hot crossing is a big part. On Tuesday, she forgot to mention the MPO recommendation to allow bicyclists an easier and quicker way to get to the off-road trails. Everything internal to the project are new sidewalks.

She showed the proposed Zia Road Section across the frontage, showing vehicle lanes, bike lanes and new pedestrian sidewalks (8' wide on south). So the whole stretch of Zia road will be greatly improved.

Councilor Cassutt-Sanchez asked if those were in response to City requirements or offered on their own.

Ms. Jenkins said it was a little of both. They are exceeding minimum sidewalk requirements by quite a bit. Multiple new rail trail connection opportunities for the neighborhood are a big benefit.

Councilor Cassutt-Sanchez asked Erick Aune about the MPO network process. Since this is considered the most dangerous intersection in the country.

Mr. Aune said the MPO did a crash data analysis including multiple intersections impacted. There is a lot of data and was pre-COVID data for St. Francis and Zia Road. There were a number of crashes and learned the vast majority of them did not involve serious injury and did not involve bicyclists or pedestrians. St. Francis is not intended for those uses. Compared with other intersections with similar volume capacity, they often have traffic movements that result in crashes. The vast majority of motorists are tailgating. Also the number of folks commuting vs local drivers.

The bottom line at this intersection, given crashes, and design, is not different from other intersections.

Councilor Cassutt-Sanchez asked, based on the proposed improvements, what his thoughts were and how he thought those will impact safety.

Mr. Aune mirrored what Ms. Jenkins said. The MPO appreciated being asked to be involved. The MPO suggestions were supported by her. And the bottom line was that the number of lanes, including the Hawk signal,

were MPO suggestions and a game changer in the City limits. Also the relocation of Galisteo. We feel very comfortable with what is proposed to the Governing Body.

Councilor Cassutt-Sanchez said part of the reason for high volume on St. Francis was lack of another interconnectivity. She asked him how the City could do a better job on dispersing traffic around the City. She asked about the southeast connector that was mentioned.

Ms. Jenkins said the southeast connector is a new project that will help. The intent is to relieve traffic on Richards Avenue and drivers using Richards make a right on Rodeo as soon as they can. The project is funded by Santa Fe County and will have a positive impact.

Councilor Cassutt-Sanchez asked Ms. Jenkins to describe the realignment of Galisteo.

Ms. Jenkins explained the proposal requires vacating the existing alignment and the City needs to accept the new ROW. If the project receives approval, we will submit a formal request to vacate the ROW, it is a swap for the project and also dedicating more ROW for left turns. It would be on a parallel path with work on north and the realignment. We have worked closely with City Staff on it and following the process laid out in City Code.

Councilor Cassutt-Sanchez asked how that will impact people living on the south side.

Ms. Jenkins said the existing location will be open until the new location is ready to open. So it would have literally no impact or interruption to neighbors to access their homes or the Rail Runner. There will be flagmen during some work on Zia.

Councilor Villarreal noted that on the Zia access, there will be no left turn out of Galisteo anywhere. She asked what current and future residents will do to go west on Zia Road.

Ms. Jenkins indicated the planned route to go west on Zia was to go south on Galisteo to Rodeo. There would also be access to Chaparral. She showed the route to use Chaparral which would also serve Chaparral Elementary. But going to Rodeo would be faster and shorter.

Councilor Villarreal felt that should be required in the scoping.

Ms. Jenkins said they will have a very diverse demographic with one bedroom, two bedroom and studios. Connectivity is a double-edged sword.

New subdivisions are not allowed on a cul-de-sac by Code. Having opportunities to spread traffic out is part of a healthy network.

Councilor Villarreal recalled comments about pedestrian ways. She asked what the plan is for the side streets.

Ms. Jenkins said they are served by a sidewalk with crossing opportunities along Galisteo instead of having to go to Zia. They will offer to stripe crossings at the intersections if the City wants that. In some instances, it is not considered ideal.

Mr. Trent Thrasher was sworn. He is an employee of Wilson & Company and serving as consulting traffic engineer for the City until the position is filled. He said most housing will be on the west side. On the south side, the housing component is less, and they would take the route Ms. Jenkins noted students could cut through, which is only a half mile instead of a mile. Regarding cut-through traffic, he thought most residents would not perceive any difference in the amount of traffic. In his mind, the biggest draw would be from those students. Some would go through when they can't turn left on Zia. But most would go to Rodeo or back to St. Francis. He didn't think cut-through will be an issue.

Councilor Villarreal said that was helpful and thanked him. She was curious how this works when reviewing the TIA and how everyone communicates it. Everyone needs to be on the same page. She asked him to explain how they coordinate the review, concerns and ideas.

Mr. Thrasher said his comments went to Mr. Berke and City Staff who gathered data from all stakeholders. Often, the Applicant would come to the meetings for back-and-forth information to reach a final recommendation on what the Applicant needed to go forward.

Councilor Villarreal asked to address the DOT.

Mr. Berke suggested Afhsin Jean.

Mr. Afhsin Jean, NMDOT Traffic Engineer, was sworn. He said in 2007 and 2008 there were lots of communications among stakeholders and DOT was involved in the roadway studies. Despite what some might say, DOT doesn't keep analyses to themselves. We did analyses of railroads and pedestrians in the past but relied on developer and consultants for the analysis of the project.

Councilor Villarreal asked if he had any preliminary concerns.

Mr. Jean said they had lot of concerns when COVID hit, to change traffic patterns. So we had to go through a big process that helped but was lengthy. We also incorporated a study method that was more stringent and closer to the things that needed analysis for how traffic would end up. Bohannon provided some of what we needed. We do have some concerns on the intersection and what is connected to the intersection which involves our facilities and City's facilities. He still has some concerns on the impact there. The right turn is the right lane and a big issue that goes to the interstate and that lane utilization creates backup all the way to the north to St. Michael's.

Councilor Villarreal appreciated the analysis on the three lanes. The straight through and right turn. She asked who did that analysis for people trying to get on St. Francis and to the interstate. This is an issue because multiple things must be coordinated. What do your numbers show that would make the right turn combine straight through and right turn?

Mr. Wrage said they analyzed the far-right lane traffic and found the benefit from triple right is substantial and tradeoffs had to be made. The analysis did not complete no right on red, but it is still better overall. It was a tradeoff. Left turns were much higher.

Councilor Villarreal asked how the hot signal coordinate with train stops.

Mr. Wrage said it will be interconnected to the St. Francis control. There is a big silver shed at that intersection to know when a train is coming and when it is, the pedestrian hot signal would not turn red and prevent pedestrian access. As the gate goes down, the pedestrians could use it. There were other things to offer protection. If people kept pushing the button, it would stay red. But the safety median helps. The turning lane is being narrowed a little and the bike lane is narrower. The Hawk would operate "pretty snappy" with restrictions. Red will not be on for a long time.

Councilor Villarreal asked if the Hawk has a voice for ADA.

Mr. Wrage agreed it will have some audible component.

Mr. Thrasher added that accessible push buttons can be programmed with a specific message or use the manufacturer's message. It would state when they are free to go forward and what direction they are headed. All requirements will be met.

Mr. Jean said he believed in Hawk signals but had some concerns with how to use the Hawk system.

Councilor Villarreal asked regarding the decel lane on St. Francis, which she saw becoming an acceleration lane to beat the light and asked if that got consideration.

Mr. Wrage said the best answer is that we can see if current standards are being met and if DOT or the City would want more considered. The gate is right there so there are restraints for the intersection. We would not consider three lanes right because of pedestrians there. And the geometrics would make the intersection more dangerous. We will touch that intersection and the three left would require some changes on the northeast corner. The whole intersection will get the once over.

Councilor Villarreal commented that even now, drivers don't look for pedestrians. They are still looking left as they turn right. That could be precarious activity with all the other changes.

Councilor Romero-Wirth asked Ms. Jenkins how far west Galisteo would move.

Ms. Jenkins- said it is 300 feet to the west.

Councilor Romero-Wirth asked if there was a map that shows realignment.

Ms. Jenkins said yes and showed it.

Councilor Romero-Wirth wondered how many would do a U turn. She was also worried about people in the median refuge. It was a little scary and asked how the signals work.

Ms. Jenkins said the pedestrian controls the Hawk signal. But pushing the button would not stop the train or prevent cars from speeding down the road.

Mr. Thrasher explained the interconnection is a set of priorities the controller would run. It knows when a pedestrian pushes the button, and also where it is in the cycle and if a train is coming. One benefit of the Hawk is that without pedestrians, it goes dark.

When the Hawk activates, it will have a flashing yellow light and then solid yellow and two red lights steady red. Then the red signals would flash to allow a vehicle to wait until the cross walk is clear and then proceed. Then it turns off. This Hawk is in two stages and if the pedestrian walks down the median, they will face oncoming traffic as another safety measure and gives other notice a pedestrian is waiting. The pedestrian light counts down on how much time is left.

Councilor Romero-Wirth thanked him for explaining the orientation of the median refuge. She was worried with waiting to turn right and encountering the red Hawk signal.

Mr. Thrasher that was not studied but there would also be a level of enforcement to get familiar with. So we also have to work on people obeying the laws. And if the police are there for a while, people could get used to the new system.

Councilor Romero-Wirth asked what the study showed on how many walk along there.

Mr. Wrage said the traffic on Galisteo was minimal compared with east-west traffic, so we don't have a good estimate on potential pedestrians. It wasn't high and that is difficult to predict. We know the number who cross Zia. But existing pedestrians on Zia is very small.

Councilor Romero-Wirth asked about drivers eastbound on Zia across St. Francis.

Mr. Wrage said the analysis showed there is traffic from retail on the east and residential (considered employment trips) going to work or to Old Pecos Trail That information was included. He had the numbers – 50 U-turns in morning and less in the pm. 200 wanting to go south on Zia. And 230 in pm. A lot of that is existing traffic. He said they are residents of the area and some is cut-through traffic.

Councilor Romero-Wirth went back to the Chaparral alternate route for going west and asked how to evaluate that.

Ms. Jenkins said it is not easy to evaluate but more people would stay on major routes than going through Chaparral.

Ms. Jenkins said Richard Wood had a long list and she responded to them. On the traffic study, there were questions around methodology that were also answered. It did not lead them to change the methodology. Mr. Wrage responded to most of them.

Councilor Romero-Wirth encouraged his response.

Mr. Wrage said Mr. Wood sent three groups of questions – mostly for clarifications and his observations, which were valuable too. He made a statement that Mr. Wrage told him pedestrians were not included but that was inaccurate. He said the methodology had minimal impact on pedestrians. We will be doing more on that in more detail.

Councilor Romero-Wirth asked the Rail person if the Rail Runner would anticipate more stops in Santa Fe in the future.

Mr. Bill Craven was sworn there will be more trains and more will stop at Zia Station if demand grows. We don't know what the demand will be at Zia Station and must wait until pandemic is gone to evaluate that. We can't commit to it yet. We just hope to get back to the former volumes. The Rail Runner is considering how to get more travelers and looking at express routes and reducing the travel time between Albuquerque and Santa Fe, including things like double tracks which would be very expensive, and better times to get more riders. Rio Metro's focus had been to get positive train control and they barely beat the deadline of December 31, 2020. Trains restarted one month ago today. So they haven't looked at that. Positive Train Control is a federal requirement for all trains that alerts the train operator is a problem is detected If the operator ignores it, the control will automatically stop the train. It was designed to prevent accidents.

Councilor Romero-Wirth asked if there was any plan or hope the train would go to the airport.

Mr. Craven said not any serious planning. There are groups and individuals but to route it to the airport is expensive. He explained the route in Albuquerque which would add 40 minutes more in travel time. They pulled out the track at the airport.

Councilor Romero-Wirth asked if Zia will still be a kiss and ride stop.

Mr. Craven said that status was set by the City Council to have no parking at the facility. That is entirely between the City and the developer.

Councilor Romero-Wirth asked Ms. Jenkins if that is contemplated.

Ms. Jenkins said they were open to it and the plan provides modest parking spaces dedicated to ridership – maybe 20-25 spaces, based on the different situations and how much better the intersection would be. It could be considered by Council if interested. It doesn't need to be resolved tonight but it could be contemplated.

Councilor Romero-Wirth opined there is a positive side but it also takes parking spaces for people going to Albuquerque and what that does to density.

Ms. Jenkins estimated somewhere between 20-30 and if Rio Metro has an opinion about it. We do have a potential excess of parking but not dramatically.

Councilor Abeyta asked about the Staff and engineer claims that U-turns are actually safer.

Ms. Jenkins said U turns are always considered safer than left turns onto a busy road.

Councilor Abeyta asked if weekends have changed traffic patterns.

Ms. Jenkins clarified that the TIAs focus on the two peak hours - am and pm. And how the intersection functions in LOS delays at 15-minute increments during those times. Most delays are less than 15 minutes.

Councilor Abeyta asked if bicycling and walking also peak during those times.

Ms. Jenkins said those are more spread out.

Councilor Abeyta said he heard that the traffic concern was only in the morning and not in the afternoon.

Councilor Garcia pointed out that 24 units were proposed on the north side and if everyone had one vehicle, the TIA is only estimating 50 left turns there. He asked if he was understanding that correctly.

Mr. Wrage explained the report more for him.

Councilor Garcia had concerns about the proposed plans. And asked Mr. Jean if he would recommend changes and work with the Applicant or just approve the proposed project.

Mr. Jean said he would work with the Applicant on the concerns and then approve it.

Councilor Garcia asked if we have to have DOT approval for this project to move forward.

Ms. Paez did not think it was required but could be added as a condition of approval.

Councilor Garcia understood the Capshaw property is not vacant but was being used by a school. So it was not just Chaparral down the road.

Mayor Webber did not recall ever seeing any LOS for the intersection now and with the project built.

Ms. Jenkins put that slide up and explained that existing shows C to F at various times of day. This is based on the national engineers parameters. That was used to get the data. With proposed was improved in every circumstance. It eliminated all failures. PM was E and F currently and would go to C, D and E.

Mayor Webber asked what they assumed for car ownership.

Ms. Jenkins said they did not assume reduced ownership but relied on standard data. This probably will have less car ownership but they did not plan on it.

Mayor Webber asked about measures to reduce traffic cut-throughs.

Mr. Thrasher said he looked at where a car would go and what route they would take during delays. Some school trips on the south side would have an uptick but not noticeably going along Candelario. They assumed most drivers would take the closest opportunity to make the U turn and come back. There would not be much cut-through traffic.

Mayor Webber recalled a list on the safety improvements. He was concerned about the underpass.

Ms. Jenkins said they didn't measure pedestrians through the underpass but considered it a great amenity.

Mayor Webber had no more questions.

Building Height and View Corridor Concerns.

Councilor Villarreal said in looking east one could see Albertsons and a big apartment complex and those are in the corridor. She asked how those got approved. Their height feels equal to the height on this development.

Mr. Logston acknowledged that was true. The overlay doesn't address the lay of the land. Just 25' maximum heights. Albertson and the apartment building are on much higher land so the net effect is greater. For Vizcaya Apartments, the height conforms. It is a visual block to the mountains. They both comply with height requirements of the corridor.

Councilor Villarreal tried to visualize being on the Arroyo Chamiso Trail and asked what she would see, looking at the development.

Ms. Jenkins showed a rendering with southwest view to the development at St. Francis Drive.

Councilor Villarreal reasoned that, based on where she was on the trail, it could appear to be one-story or two-stories.

Ms. Jenkins agreed – basically a view of one story at the top.

Councilor Vigil Coppler was trying to recall if the Governing Body approved a variance in the SCHC zone for a building on Pacheco Street.

Mr. Berke thought it was Morningstar. Both Link overlay and SCHC and a code amendment allow the project to qualify.

Councilor Vigil Coppler remembered in that project, there were questions if the SCHC should apply or the Link Overlay. Christus St. Vincent was brought up as a violator. And a building at the brow of the hill, although lower in the ground, was still in violation. It surpassed the 25' and was built that way.

Ms. Jenkins was glad she brought that up. There are interesting parallels when it was determined the Link overlay would prevail because the goals of the Link were more important. Zia Station has those same goals of the Link. The opportunity was here in a private sector development to realize those goals. It is really about priority and the City has repeatedly favored those values.

Councilor Vigil Coppler mentioned another project proposed in Las Soleras that had a planned rail stop there. In a class with Director Ladd, we talked about the perfect opportunity when you have a rail stop and affordable housing for Millennials to get on a bike and use the Rail Runner. That provides a lot more to the City and has an impact on reducing traffic. She agreed that developments built around transportation help greatly. The rentals in Las Soleras are very well priced. There was much discussion about SCHC as well as on Tuesday evening. The City changes and our goals change, and we had that discussion on what the City's real issues are now.

Mayor Webber asked if Ms. Jenkins had a slide on the remaining developable property in that district.

Ms. Jenkins showed the slide and described the legend. The pink was SCHC, and the building just talked about she pointed out. The only undeveloped properties were shown in blue.

Mayor Webber playing devil's advocate, asked Staff about setting dangerous precedents.

Mr. Logston said it was tough to answer because it borders on opinion. The reality is there are not many of them. And if developers would use this project as a precedent. The Planning Commission would look at the specifics of the site and whether it warrants a variance.

Mayor Webber asked if there was any kind of assurance that these are not prejudged or that they would ever become an exception.

Director Isaacson said the Department has a procedure for looking at the site and compatibility with surrounding property. So looking at this one as a precedent he didn't think would be done.

Ms. Jenkins pointed out the corridor is a combination of four corridors. St. Francis, St. Michael's, Old Pecos Trail is primarily residential and I-25 which is unto itself. Rezoning requests are all based on their own merits. The elements for the corridor are very unique.

Mayor Webber said we must be careful not to disturb Old Pecos Trail. We want to be respectful.

Legal Criteria for Rezoning

Councilor Garcia thought this was the crux of the challenge with this proposal. He disagreed with the Land Use Department. If someone on Old Pecos Trail wanted to develop their property, they would just have to meet the criteria of this project. With the SCHC issue, he felt was the process felt rushed. This developer bought this property, knowing these protections were in place and looking at amending the SCHC for it. It puts the Governing Body as the sole approver. It puts us in a place where we cannot support our constituents. He couldn't speak with them without violating ex parte rules. That is wrong. The developer put it in our way. He understood the SCHC needs to be updated and consider what needs to be changed.

Councilor Garcia asked Mr. Logston what we as a City Government needed to go through to amend the plan. How could the Governing Body go through this process differently to update the SCHC?

Mr. Logston suggested we could consider just this one or consider all highway corridors in the City with a public process – whether it is just amending the language or to embed that in the General Plan. The Land Use Department is looking at engaging a more Growth Management Process to update the Code. We can certainly engage the public for this and other corridors on a process to be used to amend them or embed them in the General Plan.

Councilor Garcia thought, given that Santa Fe is in a housing crisis, that this will not be the first challenge and we need to decide how to involve the public and make it a 21st Century plan. He asked why the process was not taken to update the SCHC rather than a back door approach.

Ms. Jenkins said she had a lot of dialogue with City Staff in considering impact of SCHC. It creates a significant challenge. Where we landed was a mass amendment seemed most transparent and straightforward. There was not a lot of discussion on it but it requires Councilor sponsorship, etc. As a property owner, it is not our process but City's.

Councilor Garcia asked Staff if there was ever an intent to amend that.

Director Isaacson explain that property owners have the opportunity to initiate an amendment to the overlay zone for this property or any other. We want the process to be more transparent and have more public input. That is how these policy issues can proceed.

Councilor Garcia wished when the request came forward to trigger the overlay being outdated and how we could fix that. That is the most efficient way to use our time. Housing is critical right now and we want to ensure the barriers can be remedied. He just wished the owner had worked with the Governing Body on amending the SCHC.

Mayor Webber wanted to know if we need to extend past 11:30. (it was 11:21). Or adjourn at 11:30 and schedule another meeting.

Agenda Extension

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Abeyta, to suspend the rules and continue the meeting.

Discussion on the Motion:

Councilor Cassutt-Sanchez was curious, given the special nature, what it means in terms of scheduling, given that we are headed to budget hearings next week.

Mayor Webber said the Governing Body could pick it up later. But there are budget hearings to consider.

Ms. McSherry advised if the Governing Body doesn't continue, you should pick a date certain to continue.

Councilor Abeyta was concerned if we extend it without two councilors present, whether they would have to recuse themselves.

Mayor Webber thought so.

Ms. Paez recalled they agreed than with quasi-judicial, they could review the video, and there is no limitation but could choose to recuse if they desired.

Councilor Villarreal wanted to know what the agenda looks like next week for the Council meeting.

Ms. Bustos-Mihelcic said the agenda is fairly lengthy for the meeting on the 14th with two public hearings. She offered to look for dates. Consent items went through letter p and three items for regular discussion were on that agenda. But it is better than the April 28 agenda.

Ms. Paez added there is an appeal on the 14th also.

Councilor Romero-Wirth said that was a curve ball here. We can't close this, but she was interested in postponing and asking the representatives to meet with the neighborhood association one more time to see if there could be better communication and address what we heard two nights ago. She didn't know what already had been done.

Ms. McSherry said the Governing Body should vote on this motion to extend, no matter what else was decided.

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

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

Against: None.

Mayor Webber said he was ready to continue but asked the pleasure of the Governing Body.

Councilor Romero-Wirth was ready to continue but if the Governing Body decides to postpone and use that time, she was okay with that.

Councilor Cassutt-Sanchez did not see another good option.

Councilor Garcia didn't know how much more discussion there would be on the other topics. He felt it was not a good policy to make a decision at 1 or 2 in the morning.

Councilor Vigil Coppler said the intent of her motion was to carry on. We need some timelines and interpret "reasonable." We should stick to the topics.

The Governing Body went back to Legal Questions.

Ms. Paez noted that Ms. Jenkins could not just ask for a sponsor to overhaul the SCHC. It would be pretty awkward and is problematic, however. Anyone can propose revised text as amendments to the ordinance but that has to be outside this case. That could have been done but it would be difficult to separate the code amendment from this case.

Councilor Romero-Wirth was curious about the way to change the overlay. It would require one of us to sponsor. She asked if it would be quasi-judicial or not.

Mr. Berke said if the Governing Body wanted to amend, they would pass a resolution to direct Staff to do a draft.

Ms. Paez added that an overall revision of land Use Code would require it. It is a little tricky and procedures depend on the nature of the case in a larger public engagement process.

Councilor Romero-Wirth explained she was asking in the context of this project how we go about doing it. What is clear on this project is that we have not developed a process for the public on using Affordable Housing and she needed to understand what we value and the tradeoffs. She was asking it separate from this case but related. We do not have the public understanding now.

Councilor Cassutt-Sanchez asked about the rezoning vs Chapter 14.

Mr. Logston was not sure he understood the question.

Councilor Cassutt-Sanchez said she was asking about the Planning Commission question on the General Plan and Chapter 14. And how they relate to each other.

Mr. Logston said the General Plan sets themes and guidelines for us and in Chapter 14, the SCHC is the result of those policies and goals of the General Plan. None of the highway corridors are mentioned by name in the General Plan and land use map. At its heart, this is a rezone request.

Ms. Paez added that the General Plan is a comprehensive plan for the whole city and has a Land Use Map. To Councilor Romero-Wirth's point, it was last overhauled in 1999. When we choose to change a zoning on a

property, we do have a specific process and specific criteria that apply. The first criterion takes into account the use. It is where a lot of this comes in. To amend, takes account of three conditions – whether there was a mistake; there has been a change in the neighborhood area; third is for a different use category that is more beneficial to the community. That is where we can use all of those, and ask if there is a justification using those criteria.

Councilor Cassutt-Sanchez asked Mr. Berke how long the last one took.

Mr. Berke said it took 14 months and the map took four years.

Councilor Abeyta asked if we are setting precedent on that with these cases.

Mr. Berke said Staff was not aware of any other such request, but didn't think this would set a precedent.

Councilor Romero-Wirth – how many highway overlay districts do we have?

Director Isaacson mentioned four cases.

Councilor Romero-Wirth pointed out that process would allow much more public input.

Director Isaacson agreed 100%.

Ms. Paez displayed the criteria in the Code for rezoning and read them aloud. She said it is up to the Governing Body to decide if they have met the criteria.

Other issues

Councilor Cassutt-Sanchez asked about maintaining open space.

Ms. Jenkins said all the open space will be privately maintained and the City has no obligation for that.

Councilor Villarreal asked Mr. Berke about what the Code said in the criteria about preserving open space and continuity. To her, it seemed to be about gateway.

Ms. Paez agreed. It is the first criterion – as seen from major highway entrances to the City.

Councilor Villarreal reasoned it was not from Zia. Mr. Berke agreed.

Councilor Villarreal observed that height would impede a view of the mountains. It is about someone driving from the highway through a City entrance. But if driving, they should not be looking around but focus on the street. Her point was we are not talking about neighborhood perspective.

Her other random question was who maintains the parking garage.

Ms. Jenkins said the parking structures are private. There will be spaces assigned for various purposes and they have not fully developed the parking areas. Consultants will help with managing the parking and spaces paid for like at the Convention Center. They will always make sure adequate parking is maintained and sufficient parking for residential tenants. There will be some revenue, some open parking and some reserved parking.

Councilor Villarreal asked if it included business reservations.

Ms. Jenkins agreed. When paying rent, a portion goes for parking. For residents, a portion of rent goes toward parking space. It was not a separate fee.

Councilor Villarreal said if they were considering prohibiting STR.

Ms. Jenkins said there was no intention for STR and would welcome such a restriction.

Councilor Romero-Wirth asked Ms. Jenkins about her work with the neighborhood.

Ms. Jenkins said work with the neighbors started in early 2000 prior to Jenkins-Gavin involvement when Merritt Brown put it under contract after the pumice plant closed. Then the community rail corridor study in 2008 identified it as a potential rail stop. Everything was on pause until legal issues were resolved and station could open in 2017.

In early 2019, Mr. Brown and his team reached out to bring it back in. based on current market conditions, the Rail Runner, etc. and started meeting with neighborhood residents in 2019. At that point we were talking about residential on the north side. The program had changed dramatically. Almost 400,000 sq. ft. of commercial space and we reduced that well down. They had three informal meetings while developing the site plan and came back with more detail; They did traffic counts and analysis of the Zia intersection, and started to understand what road improvements would be needed. The meeting talked about the corridor and height. We heard no four-story buildings would be acceptable. We had no plans for four-story

and majority at 2- story and only transition to 3-story as we get closer to St. Francis.

Then they went back to the drawing board for further details, traffic analysis and survey in early 2020 and two formal ENNs where they came back a second time with answers to the questions received. The Association declined a third meeting, but they reached out to dialogue with individual neighbors.

There did not seem to be a lot of welcome viewpoints and was what they heard at Tuesday's meeting. She heard the feedback about no four-stories, about corridor, about architectural tradition style, and another safe crossing of Zia. Sidewalk improvement and traffic was primary. They eliminated all of those conditions and reduced the line of cars approaching St. Francis on Zia – a dramatic improvement and triple right lanes. It improved the St. Francis backups.

Councilor Romero-Wirth asked if she was meeting with the Association or a different group.

Ms. Jenkins said she was working with everyone. She notified all residents within 300 feet including the neighborhood association within 300 feet. Candlelight got their own notice too. The first was in person and first ENN was in person with a sign-in sheet. The Candlelight NA notified all of their members. And any person who signed in were added to the mailing list. At each meeting, the new members were also added.

Councilor Romero-Wirth asked why there were such strong feelings against this development.

Ms. Jenkins found it curious too. She wondered if she didn't explain it enough or if they didn't understand the traffic improvement. That was frustrating. She thought it came down to being a change and what that would mean. It felt like at a certain point, maybe the third neighborhood meeting, where she wanted to hear from them about suggested changes to consider. She didn't hear a lot of that.

Councilor Romero-Wirth asked Ms. Paez to describe the due process rights for parties involved in this and whether due process rights were being violated.

Ms. Paez said we have a landowner who applied for a permit from the City. The landowner on a process like this always has a due process right as described in New Mexico law. But there are also rights for neighborhood citizens who have not paid an application fee. So due process for

nonlandowners is provided by law for them. And if there is an appeal, separate laws apply. They have equal time rights in an appeal.

Councilor Romero-Wirth's last question was to Ms. Jenkins. The other night there was a discussion about the construction timeline of 6-10 years. Can you talk about that? This is a huge project but why couldn't it be done faster?

Ms. Jenkins said she would love for it to be faster. The first phase is 18 months and while that is done, all roadways would be constructed. That is pretty quick. The sales phase is more market-driven and that time depends on market conditions. We have huge confidence. The roadways have to come before any marketing effort gets underway. Maybe one or two buildings can start right away. There is a good possibility the south side could finish out in five to six years - ten years at the outside but she didn't expect it to last that long.

Councilor Romero-Wirth went back to a question asked earlier on balance of commercial vs residential.

Ms. Jenkins said it is about that balance for residential to support the commercial. Mixed use is really dependent on residential. This is a rare opportunity to have both. We need a critical mass for mixed use feasibility. Even with the pandemic, people still want office space, but a different kind. It is not a big office park, but more a suburban model. There may be those who are working at home that now want to have an office. We are confident that kind of office space will be sought.

Mayor Webber noticed Councilor Romero-Wirth has talked about it as Councilor Garcia has – a lingering after effect on balance and tradeoffs. Not about change but loss on look, feel and character as a Santa Fe brand. How do you respond to criticism that you would provide housing but lose the essence of Santa Fe?

Ms. Jenkins said the essence of Santa Fe is people, not buildings. It is about community and here is still a lot of good stuff in the General Plan. Like more walkability, more AH, more walks to transit. And we have an opportunity here to realize all of them. "Architecture is critically important and we have four architects. Pull off stucco and we have brick Victorian is what I work in. We have incorporated all the elements – some very traditional and some with more contemporary materials. It will feel like Santa Fe absolutely but what makes it special are the people."

Mayor Webber closed the question & answer period at 12:56 a.m.

ACTIONS OF THE GOVERNING BODY

a) Case #2020-2898 North Zia GPA

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Vigil Coppler, to approve Case #2020-2898 North Zia GPA.

Discussion on the Motion

Councilor Garcia thought there were a couple of conditions for item C to consider.

Ms. Paez suggested any conditions like the Short-Term Rentals should be carried by the zoning. (4th case on the agenda). The other condition should be on the final case (Development Plan) such as affordable housing.

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) Case #2020-2914 South Zia GPA

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to approve Case #2020-2914 South Zia GPA 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) Case #2020-2900 Zia SCHC Rezone

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve Case #2020-2900 Zia SCHC Rezone as presented.

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

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

Against: Councilor Romero-Wirth.

d) Case #2020-2899 Zia PUD Rezone

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve Case #2020-2899 Zia PUD Rezone as amended with Short Term Rental uses prohibited.

Discussion on the Motion:

Councilor Romero-Wirth noted there were other conditions that she wrote down, including, a 500-year storm event; the Developer's commitment to work with New Mexico Gas Company on erosion control, and a condition of approval if commercial was changed to housing. She didn't know where they fit in.

Ms. Paez recommended they all be in the development plan (next case). Zoning is more about uses. For the last one on conversion of commercial to residential, nothing was wrong but is already in the Code.

Councilor Garcia added the condition for NMDOT approval.

Ms. Paez said that one also should be in the Development Plan motion.

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

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

Against: Councilor Romero-Wirth.

e) Case #2020-3901 Zia Preliminary Development Plan.

MOTION: Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to approve the Zia Development Plan in Case #2020-2901 as amended with the following conditions: that the arroyo be stabilized, using the 500-year storm event standard; that the approval of the traffic management plan be secured from

the NMDOT, and that any change in the HOMES program would require Governing Body approval.

Discussion on the Motion

Ms. Paez thought the NMDOT approval was for the HAWK signalized pedestrian crossing.

Councilor Garcia said it was broader than that. It was to address all concerns raised by NMDOT.

Mr. Berke pointed out that NMDOT approval is already required already for doing any work within certain corridors. The Plan would stipulate the number of units in there so that amendment is not needed.

Councilor Romero-Wirth suggested the first should say to work with relevant parties on the erosion prevention.

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

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

Against: Councilor Romero-Wirth.

6. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 1:14 a.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
APRIL 28, 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/94497090315?pwd=VzE2UUR1WDIxUndLcklTZDJKRzd2Zz09. **Passcode: 943334**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
APRIL 28, 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: 944 9709 0315 - Passcode: 943334**
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 Romero-Wirth

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

Councilor Abeyta

4. **INVOCATION**

Councilor Vigil Coppler

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Special Governing Body Meeting – April 6, 2021

   b. Special Governing Body Meeting – April 8, 2021

   c. Regular Governing Body Meeting – April 14, 2021

9. **PRESENTATIONS**

a) COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Acting Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**
   1. COVID 19 Outreach and Education Efforts.

b) 2021 Legislative Session Update. (Presentation by Mark Duran) **INFORMATION ONLY**

c) Annual Review of the City's Code of Ethics. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request for Approval of Memorandum of Agreement (MOA): A Partnership between the Santa Fe Public Schools and the Economic Development Department to Provide Temporary Staff. (Janice Krish, Economic Development Specialist, jakrish@santafenm.gov, 955-6915 and Richard Brown, Director, Community & Economic Development, rdbrown@santafenm.gov, 955-6625)
COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/19/2021
Governing Body: 04/28//2021

b. Request for Approval of NMDOT Cooperative Project Agreement S100660 to Construct "Canada Rincon Trail from Calle Mejia to Camino Francisca/ Avenida Rincon" Project in the Amount of $900.000, Terminating on October 30, 2022. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6632)
   1. Request for Approval of a Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding of $768,960.

COMMITTEE REVIEW:
Finance Committee: 04/19/2021
Public Works & Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

c. Request for Approval of Amendment No. 1 to an Information Technology Agreement to Extend the Term to August 31, 2022 and to Proportionally Increase the Compensation from Six Hundred Fifty-Four Thousand Dollars ($654,000) for Three (3) Years to One Million Ninety Thousand Dollars ($1,090,000) for Five (5) Years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent). (Noel Correia, Parking Division Director, npcorreia@santafenm.gov, 955-6611)

COMMITTEE REVIEW:
Finance Committee: 04/19/2021
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

d. Request for Approval of a Professional Services Contract for PK Public Relations for the Water Conservation Public Relations and Public Outreach through FY 2024 in a Total Amount of $254,791.27. (Andrew Erdmann, Water Conservation Specialist, paerdmann@santafenm.gov, 955-4223)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 04/12/2021
Water Conservation Committee: 04/13/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

e. Request for Approval of Amendment No. 5 to HDR Engineering, Inc. for the Wastewater Digester Project Engineering Construction and Design Contract for an Extension of Time and Funding to Complete the Digester Project for a Period of Time Not to Exceed the Requisite Time for the Project Completion and Subsequent Period in the Total Amount of $190,579. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $190,579 from Cash Balance to Fund the HDR Contract Amendment No. 5.

COMMITTEE REVIEW:
Public Works and Utilities Committee: 04/12/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

f. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
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:
Introduced: 03/31/21
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 04/12/21
Quality of Life Committee: 04/21/21
Governing Body: 04/28/21

g. Request for Approval of Kitchen Angels Contract #19-0590 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

h. Request for Approval of Esperanza Shelter Contract #19-0589 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

i. Request for Approval of Youthworks Contract #19-0582 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson,

Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

j. Request for Approval of Literacy Volunteers Contract #19-0588 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

k. Request for Approval of The Life Link Contract # 19-0592 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

l. Request for Approval of Coming Home Connection Contract #19-0591 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:
Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

m. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Governing Body's Decisions in the Following Land Use Cases

and Land Use Appeal. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

1. Unanimous Decision in Case #2020-2898 to Grant the Request by Zia Station, LLC, to Approve a General Plan Amendment for Approximately 13.3 Acres at the Northwest Corner of St. Francis Drive and Zia Road;
2. Unanimous Decision in Case #2020-2914 to Grant the Request by Zia Station, LLC, to Approve a General Plan Amendment for Approximately 1.9 Acres at the Southwest Corner of St. Francis Drive and Galisteo Road;
3. Decision by a Majority of the Governing Body in Case #2020-2900 to Approve a Rezoning to Amend the Boundaries of the South Central Highway Corridor to Exclude Two Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road;
4. Decision by a Majority of the Governing Body in Case #2020-2899 to Approve a Rezoning from R-1 (Residential – One Dwelling Unit Per Acre) to C-2 PUD (General Commercial – Planned Unit Development) for Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road, Subject to a Condition that No Short-Term Rental Uses Shall be Permitted;
5. Decision by a Majority of the Governing Body in Case #2020-2901 to Approve a Preliminary Development Plan for a Mixed-Use Planned Unit Development to be Developed in Two Phases at the Northwest and Southwest Corners of St. Francis Drive and Zia Road, Subject to Conditions of Approval; and
6. Decision by a Majority of Members of the Governing Body to Deny Appeal #2021-3256-APPL and Affirm the Historic District Review Board's Denial of a Request by Laura Chock in Case #2020-3006-HDRB to Replace a Pedestrian Front Gate and Add a Stuccoed Arch Feature to a Contributing Yard Wall Structure at 542 Camino del Monte Sol, in the Downtown and Eastside Historic District.

COMMITTEE REVIEW:
Special Governing Body: 04/06/2021
Special Governing Body: 04/08/2021
Regular Governing Body: 04/28/2021

n. Request for Partners in Education Contract #20-0568 Amendment 1, to Amend the Scope of Services for Engagement Coaches to Provide Outreach and Navigation Services to Improve Student Engagement. (Elizabeth Peterson,

Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Finance Committee: 04/19/21
Public Works/ Utilities: 04/26/21
Governing Body: 04/28/21

o. Request for La Familia Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Quality of Life: 04/07/2021
Public Works: 04/26/21
Governing Body: 04/28/21

p. Request for Santa Fe Dreamers Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Quality of Life Committee: 04/07/2021
Public Works: 04/26/21
Governing Body: 04/28/21

q. **Request to Publish Notice of Public Hearing on May 12, 2021.**
Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers And Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillian, Legislative Liaison, jbguillian@santafenm.gov, 955-6518)

Committee Review:
Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Governing Body (Request to Publish): 04/28/21

Finance Committee: 05/3/21
Governing Body (Public Hearing): 05/12/21

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION No. 2021-____. (Councilor Rivera and Councilor Abeyta)
A Resolution Requesting Approval of Amendment No. 1 to a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500383 Granting a Time Extension for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Regina Wheeler, Public Works Director, rawwheeler@santafenm.gov, 955-6622 and Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

COMMITTEE REVIEW:
Public Works and Utilities: 04/26/21
Governing Body: 04/28/21

12. **MIDTOWN OVERVIEW**

Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Report: Incremental Development Next Steps. (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**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(5), (H)(7), and (H)(8), Discussion of Bargaining Strategy Preliminary to Collective Bargaining Negotiations, Attorney-Client Privileged Quarterly Update Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Legislative Introductions

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION 2021-____. (Mayor Webber, Councilor Abeyta and Finance Committee)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2021/2022 Operating Budget and Organizational Chart. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

COMMITTEE REVIEW:
Special Finance Meetings: April 13, 14 & 15, 2021
Special Finance Meetings: April 20, 21, & 22, 2021
Governing Body (Public Hearing): April 28, 2021

b. 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

c. 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

d. 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

21. **ADJOURN**

22. **UPCOMING PUBLIC HEARINGS**

a. **Meeting Date – May 12, 2021**

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
Governing Body: 05/12/21

Appeal #2021-3393-APPL of Case #2020-3111-HDRB. Appeal by James and Jay Heneghan of the Historic Districts Review Board's Denial of an Application to Construct a New Single-Story Residence at 314 North Guadalupe, in the Westside-Guadalupe Historic District (Sally A. Paez, Assistant City Attorney, 955-6501)

COMMITTEE REVIEW:
Governing Body: 05/12/21

Appeal #2021-3393-APPL. of Case #2020-3111-HDRB. Appeal, owners James and Jay Heneghan Seek Reversal of the Historic Districts Review Board's March 9, 2021 Decision to Deny an Application to Construct a New Single-Story Residential Structure at 314 North Guadalupe, Located within the Westside-Guadalupe Historic District. (Sally A. Paez, Assistant City Attorney, 955-6501)

COMMITTEE REVIEW:
Governing Body: 05/12/21

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

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

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

SUMMARY INDEX
Governing Body
April 28, 2021

ITEM	ACTION	PAGE
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2. Pledge of Allegiance	Led by Councilor Romero-Wirth	1
3. Salute to the State Flag	Led by Councilor Abeyta	1
4. Invocation	Led by Councilor Vigil Coppler	1-2
5. Roll Call	Quorum Present	2-3
6. Approval of Agenda	Approved as amended	3
7. Approval of Consent Calendar	Approved as amended	3-4
8. Approval of Minutes		
a) Special Meeting on April 6, 2021	Approved	4
b) Regular Meeting on April 14, 2021	Approved	4
9. Presentations		
a) COVID-19 Update	Presented	4-8
b) Legislative Update	Presented	8-11
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10. Consent Calendar	Listed	12-25
e) Wastewater Digester Contract	Approved	13-14
f) AH Workplan Resolution	Approved as amended	14-18
g) Kitchen Angels Contract	Approved	18-19
m) Land Use Cases FF/CL	Approved as amended	20-23
q) Salary Commission Resolution	Approved	23-25
11. Discussion/Action Items		
a) NMDOT Grant Resolution	Approved	25
12. Midtown Overview	Presentation	25-27
13. Matters from the City Manager	None	27
14. Matters from the City Attorney	Recommendation	27
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15. Matters from the City Clerk	Comments	28
16. Communications from Governing Body	Communicated	28-30
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17. Roll Call	Quorum Present	31
18. Petitions from the Floor	Petitions made	31-32
19. Appointments	None	32
20. Public Hearings		
a) FY22 Operating Budget	Approved	32-44
b) Independent Salary Commission	Approved	44-45
c) Land Sales and Leases Funds	Approved as amended	46-47
d) Taxable Premises Ordinance	Approved	47-48
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21. Adjournment	Adjourned at 11:30 pm	49-50

Minutes of the
Regular Meeting of the Governing Body
Wednesday, April 28, 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, April 28, 2021, at approximately 4:06 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Vigil Coppler.

Councilor Vigil Coppler – remembered and gave condolences to the family of Bernabe Leyba, also known as Ernie and Ernie's Chile Roasting. He passed away on April 22 at age 84. He and his wife Mary, rant the business out of their home for 41 years on Santa Clara Drive. He was a very joyful man, and they did a great job, and all the family was involved.

Councilor Villarreal recognized the passing of Arsenio Archuleta at 99 years of age on April 21. He was a very generous, honest and hardworking man and will be missed. She also recognized Archie Blea who was known in northern New Mexico for his extensive career and service in New Mexico schools for over 50 years. His death was unexpected on Thursday, April 22 and she expressed condolences to his family and friends.

Councilor Lindell remembered Joan Alire. She was not sure anyone on this Council knew Joan. But Ms. Ochoa and our Fire Department knew her. She lived in a house near Ft. Marcy for a long time. She thanked the staff members that showed Joan tremendous kindness and the Fire Department and the crew from Ft. Marcy. Her struggles were great. Despite Ms. Ochoa's and the Fire Department's efforts, they didn't have the outcome they hoped for. She was lifelong member of this community and a part of us.

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
None

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Services Director
Brian Williams, Acting Emergency Management Director
Regina Wheeler, Public Works Director
Yodel Catanach, Purchasing Supervisor
Alexandra Ladd, Affordable Housing Director
Sally Paez, Assistant City Attorney
Elias Isaacson, Land Use Director

Nicole Ramirez-Thomas, HDRB Staff Liaison
Noah Berke, Planning Supervisor
Rich Brown, Economic Development Director
Geronimo Griego, Interim Fire Marshal
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

The Minutes of April 8 were not ready to approve, and that item was removed from the agenda. There were no other changes to the agenda.

MOTION: **Councilor Lindell moved, seconded by Councilor Garcia, to approve the agenda as amended with approval of the April 8 minutes 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 Lindell asked for item 10(e) to be removed for discussion.

Councilor Cassutt-Sanchez asked for item 10(f) to be removed for discussion.

Councilor Romero-Wirth asked for item 10(g) to be removed for her recusal.

Mayor Webber asked for item 10(q) to be removed to recuse himself.

Councilor Rivera asked for item 10(m) to be removed for discussion.

Councilor Lindell noted two items are on the Mayor's Salary Commission and the two Governing Body members have declared as candidates. She wanted to ask them to recuse themselves from that vote, so there is no appearance of impropriety on either of them.

MOTION: **Councilor Lindell moved, seconded by Councilor Rivera, to approve the Consent Calendar as amended with items 10l, 10(f), 10(g), 10(m) and 10(q) 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 Minutes – April 6, 2021

MOTION: **Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the minutes from April 6, 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.

c. Minutes of April 14, 2021

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the minutes from April 14, 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

1) COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Acting Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**
   1. COVID 19 Outreach and Education Efforts.

Manager LaPan Hill was joined by Ms. Rubina Cohen.

Manager LaPan Hill announced the Governor's new framework today and she is looking closely to see how that affects internal operations and otherwise, with that, she turned to Director Ochoa.

Director Ochoa reported that 49% of New Mexico residents have at least one shot and 67% in the County have at least one. The County team is happy with progress in vaccination. 46.2% are fully vaccinated.

Regarding concerns on 87507 and 87505, 87507 has one of the highest percentages for vaccination and 87505 also right now.

Ms. Cohen reported on the outreach efforts. She shared her screen which said, Communications Strategy is being led by the Community Development Committee, Community Outreach Department and Firefly Strategies.
1 – educate using DOH provided info
2 – Make it frequent and repetitive
3 – adding on and growing the messaging to match status.
4 – making them in Spanish and English, and
5 – targeting 87507 and 98505

Outreach
1. Printed material in English and Spanish
2. Community partners to distribute.
3. Digital ads.

Printed materials were managed by Youthworks and Chainbreaker with a tote bag distribution campaign. They delivered 7,800 of them at residents' doors in apartments, mobile homes, etc. The tote bags had information on CONNECT, evictions, promise Five to Save Lives booklet and 5 masks and 5 hand sanitizers. Santa Fe Libraries are also doing vaccine registration flyers, and safe practices. Digital ads are on social media (Facebook and Instagram) across devices not internet reliant and have been running since November 2020. She displayed some of the

handouts. Email communications in Spanish were linked to Spanish resources.

Next steps were:

1. I wear my mask for … Campaign.
2. Santa Fe Line Myth Busting videos by Capital High.
3. Chainbreaker door-to-door vaccine registration and vaccine events information
4. Youthworks booklet and flyer distribution in 87505 and 87507
5. Community Parks and Plaza signs for masking and Santa Fe Promise
6. Radio Ads
7. Continue to keep ALLTOGETHERSANTAFE. Org and PROMESA sites updated.

Regarding Impact, she posed the question: Is the strategy working?

1. New Mexico leads the nation as most vaccinated state.
2. Santa Fe County has 67% with one and almost 50% fully vaccinated.
3. 87505 and 87507 lead with most vaccinated zip codes in Santa Fe County

So the impact has been tremendous and so has the collaboration.
She invited feedback and ideas. Her email - @fireflystrategies.com.

Councilor Lindell thanked her for the presentation. She suggested to include groceries and drug stores. They call her around 3:30 to say they have extra vaccine today and will have to dispose of it if they cannot find arms to vaccinate. She calls around to people looking for a place to get vaccinated. It would help to have a central clearinghouse to do that work. Maybe Ms. Cohen could find a way to make that work. That – rather than media – would count shots in the arms.

Councilor Garcia commented, regarding strategy for focus and priority, that with the CDC orders yesterday, that masks are not needed as much, he strongly urged the City to get people out to get vaccinated. He believed our community is aware of the mask resistance from a year ago and visitors coming in are not so aware of it. One any given day, about half of tourists here are without masks. He believed in our ordinance, but vaccine is the priority message. How we can engage to see who has and who hasn't – I completely agree with Councilor Lindell – for phone in on vaccine left over. That is how Councilor Garcia got his shot. If you have

both shots, don't need to wear a mask outside. A majority of our community supports it.

Ms. Cohen thanked him for that. We are not deleting messages but adding messages and lately they have been more on vaccinations. We did share the amendment in the mask order. But he is right – we want to move from 50% to 60% and more in the next days. The focus has been mostly on vaccinations.

Councilor Garcia was glad to hear that. He supported the "I wear my mask because >>>" or "I got my shot because >>>." There is so much stigma going around – crazy things that are nonsense.

Ms. Cohen said students at Capital HS have been carrying the message around vaccinations. She was excited to get those videos to the community.

Councilor Garcia supported our youth and hopefully their peers will follow suit and their families. "Sign me up for both campaigns."

Councilor Rivera asked Director Ochoa if there was any traction on registering and vaccinating on the same day.

Director Ochoa agreed. At the Desert Sage site and Capshaw there are now walk-in sites to do both at once. DOH is pursuing that. Christus has a phone number to register and get an appointment but you are right that one-stop shop is the way to go. We are looking at small sites, mobile sites and the fire department vaccinations to seniors. We are being creative.

Director Williams spoke about the vaccination events where people don't register on site but do telephone registrations.

Councilor Rivera asked about people not showing up for second doses and whether those go to waste.

Director Williams said they are not wasted. The site staff load up as they go along. And have less at day end. People get called.

Councilor Cassutt-Sanchez asked if there is any way to link in with DOH text messaging.

Director Ochoa was not aware but will look into it.

Councilor Cassutt-Sanchez asked what situations required wearing a mask presently.

Ms. Bustos-Mihelcic said the City staff involved does meet at least weekly and look at the messaging and make the shift as new information comes out. We are really focused on vaccinations – looking at incorporating the mask information now.

Councilor Romero-Wirth agreed it is not easy to decipher and all we can do to simply spread the message.

b) 2021 Legislative Session Update (Presentation by Mark Duran)
INFORMATION ONLY

Mr. Duran acknowledged the legislative team representing Santa Fe. They are so committed to our City and many have high-ranking positions. We had a positive outcome because of them. The 60-day was incredible with a few bumps along the way. They accomplished the entire agenda according to the Constitution by working on statutory legislation and various themes that got passed. He listed some legislation that passed.

They were actively involved in the Community Solar Act and the retirement system changes. They were not successful on everything, but they worked hard on the 3% tax cap amendment.

Capital outlay was successful for Santa Fe this year. He listed some of the wins. Streets, bike paths, etc. The Midtown campus did very well. City Staff also did a great job during the 60-day session. City Manager LaPan Hill provided input from department heads. He appreciated her and Director Wheeler who does a great job and Mayor Wheeler for great strategy with legislators and the Council too for their help in updating the resolution and advocacy.

Mayor Webber thanked him for a good overview. Mr. Duran should have thanked himself for bringing home what we wanted.

Councilor Vigil Coppler emphasized that SB 90 affected all New Mexico firefighters, not just in Santa Fe. That bill was supported by many across the State to equalize retirement benefits for all PERA members. Over 2,000 fire fighters were benefited. It finally passed and was signed by the

Governor. We have tried for three years to get it through. It is a monumental change and rightly so and long awaited. Secondly, the airport – this Council passed a resolution with priorities and somewhere along the way the airport was removed. It was disappointing to her and we did not even get a memo why the airport was taken off. She was not sure how much Mr. Duran was aware of.

Mr. Duran was not quite sure. The Airport was never taken off the list. It was always on the priority list. It is the Legislators who make the decision. At the Legislative Breakfast, they had a request for the airport. And it was almost 65% at that time. And a spreadsheet was done on it. They had an agreement not to include it this year. But it never came off the list and we always have submitted it as a capital outlay priority. Every time a shift is made, we contact Mayor Webber and Manager LaPan Hill. And with the parks, we got all district priorities funded with more than enough money. But the airport never came off the list.

Councilor Vigil Coppler said Staff told her it was. But Mr. Duran certainly knew what was on it. When our legislative priorities change after a resolution is passed, there should not be any surprises, but communication is always needed. For those of us who communicate with legislators or testify and for those interested in the airport, it is surprising to hear there was a shift. We do need to spend the money we already have and get the airport moving. And it is not pleasant to hear them say the money has not been spent. Often that money gets taken away when it is unspent.

Mr. Duran replied that the priorities never change.

Councilor Villarreal thanked Mr. Duran for the report. Councilors don't always respond to the emails, but we read them. This was a productive session – more than in the past. It helped to have a virtual session. She asked to know more about the 3% tax cap.

Mr. Duran explained it is very much about disparity and second homes in Santa Fe. But it is a statewide issue and for homes that are passed on through estates, the issue could be much bigger. There are overwhelming impacts for the City if the cap is removed. Without that, it could be raised to 10% potentially.

Councilor Villarreal suggested maybe later on we can think about what we can do in Santa Fe County. We have such a different scenario here than elsewhere in New Mexico. She asked him to send information to her on who worked on it.

Mayor Webber raised the question of the relationship of Mayor and Councilors and what our Charter says about who can speak for the City in testimony. He asked if the Charter allows any member of the Governing Body to speak on behalf of the City.

Ms. McSherry said the Charter is not specific to lobbying, but the Mayor is the designated spokesperson for the City.

Mayor Webber reasoned that when Mark Duran was working with him, it was in accord with the City Charter that he was to work with the Mayor as opposed to more broadly work with the entire Governing Body.

Councilor Vigil Coppler clarified that her comments were about the airport and she fully understood that things do change, and we have to pivot but without communication in matters like that, it does all of us good to know about the change and that communication was not there. So to find out from elsewhere and not from my own City is not good. It was not that you don't have the authority but what is the reason to have a resolution if it can be changed without a vote. Her concern was that things move quickly during the Session and policy changes, so it is good to get a memo or phone call when they change.

Councilor Garcia said Councilor Vigil Coppler touched on what affected him. More communication flowing with the Governing Body to share that information is important. If it needs another resolution, he would be happy to oblige.

Mayor Webber responded that Mr. Duran made it clear that the airport was not removed. The comment that came to him was at least one instance when a person was there to speak on behalf of the City, and it was not him.

Councilor Rivera asked for clarification. The assumption is that only the Mayor can speak on behalf of the City at the Legislature.

Mayor Webber said anyone can testify as a member of the Governing Body or an elected official. But the specifics of saying, "I am here to represent the City of Santa Fe is not an authority that is widely distributed under the Charter.

Ms. McSherry clarified that the lobbying contract authorizes Mr. Duran to speak on behalf of the City. And the Mayor can delegate for those with specialized knowledge. Designating authority is the way to do that.

Councilor Rivera understood the resolution with priorities allows us to speak on behalf of the City with regard to the resolution we passed on our priorities.

Ms. McSherry said the Mayor could ask others to speak.

Mayor Webber thanked Mr. Duran.

c) Annual Review of the City's Code of Ethics. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502) **INFORMATION ONLY**

Mr. Martinez shared his screen for his code of annual Ethics Review. Each official that is under the ethics code, gets a copy of it. He went through a definition of Code of Ethics, which is codified by City Ordinance. There are other ethics rules and he mentioned some of them like the federal Hatch Act.

Mr. Martinez went through each section of the Ethics Code and made comments on them for the Governing Body, including Conflict of Interest, required disclosures, gifts, improper transactions, misuse of confidential information, misuse of City resources, nepotism, financial dealing with subordinates, improper political campaigning, granting employment as a political reward, honoraria, bullying by Governing Body members, retaliation and whistleblower protection, the Government Conduct Act, contracts involving public officers or employees, penalties for violations, and enforcement.

Councilor Garcia thanked Mr. Martinez. He recommended that net time, the annual report should not be done during a regular Governing Body meeting. There is insufficient time for appropriate questions, and this had to be rushed but it should not be so.

Councilor Vigil Coppler asked if there is any type of coverage on public officials – like malpractice insurance.

Mr. Martinez said it would depend on the nature of the complaints. For some of them, the City covers the liability already. Fines are not covered by the City and he didn't think those violations would be covered. There is no provision for covering attorney fees either.

Councilor Vigil Coppler knew our Ethics Code doesn't cover Governing Body member to Governing Body member. She asked if that would go to State Ethics Board?

Mr. Martinez said that also depends on the nature of the complaint. It might be handled by the City ECRB.

Mayor Webber thanked Mr. Martinez and we can take this back up or have personal consultations on it or have him back for a deeper delve into it.

10. **CONSENT CALENDAR**

a. Request for Approval of Memorandum of Agreement (MOA): A Partnership between the Santa Fe Public Schools and the Economic Development Department to Provide Temporary Staff. (Janice Krish, Economic Development Specialist, jakrish@santafenm.gov, 955-6915 and Richard Brown, Director, Community & Economic Development, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/19/2021
Governing Body: 04/28//2021

b. Request for Approval of NMDOT Cooperative Project Agreement S100660 to Construct "Canada Rincon Trail from Calle Mejia to Camino Francisca/ Avenida Rincon" Project in the Amount of $900.000, Terminating on October 30, 2022. (Romella Glorioso-Moss, PW Project Administrator, rsgloriosomoss@santafenm.gov, 955-6632)

1. Request for Approval of a Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding of $768,960.

COMMITTEE REVIEW:

Finance Committee: 04/19/2021
Public Works & Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

c. Request for Approval of Amendment No. 1 to an Information Technology Agreement to Extend the Term to August 31, 2022 and to Proportionally Increase the Compensation from Six Hundred Fifty-Four Thousand Dollars ($654,000) for Three (3) Years to One Million Ninety Thousand Dollars ($1,090,000) for Five (5) Years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent). (Noel Correia, Parking Division Director, npcorreia@santafenm.gov, 955-6611)

COMMITTEE REVIEW:

Finance Committee: 04/19/2021
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

d. Request for Approval of a Professional Services Contract for PK Public Relations for the Water Conservation Public Relations and Public Outreach through FY 2024 in a Total Amount of $254,791.27. (Andrew Erdmann, Water Conservation Specialist, paerdmann@santafenm.gov, 955-4223)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 04/12/2021
Water Conservation Committee: 04/13/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

This item was removed for discussion by Councilor Lindell:

e. Request for Approval of Amendment No. 5 to HDR Engineering, Inc. for the Wastewater Digester Project Engineering Construction and Design Contract for an Extension of Time and Funding to Complete the Digester Project for a Period of Time Not to Exceed the Requisite Time for the Project Completion and Subsequent Period in the Total Amount of $190,579. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $190,579 from Cash Balance to Fund the HDR Contract Amendment No. 5.

COMMITTEE REVIEW:

Public Works and Utilities Committee: 04/12/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

Ms. Bustos-Mihelcic read the caption for this item. Director Mike Dozier was available.

Councilor Lindell thanked Director Dozier referred to the last page of the memorandum, background and summary in the first sentence of the second paragraph and asked if the City is paying for travel for consultants from foreign countries.

Director Dozier said it was a great question. The people coming here, were not paid to come here from companies out of Germany to verify startup and correct placement of equipment. They observed it being put in place and the start up. The charges were not for them, but it was causing some of the delays.

Councilor Lindell pointed out that they are not coming over for free. She asked if we would get invoices from these companies and if there were travel or per diem limitations in the contract.

Director Dozier said the contract was for design, but this contract is for the project construction.

Councilor Lindell understood that and asked if the only supplier who could do this was the supplier from Germany.

Director Dozier said, “That is the only one from out of the country. The rest of the suppliers are in this country.”

Councilor Lindell asked if we could have gotten a domestic company to do that work.

Director Dozier said what the company actually did was trained someone from Albuquerque to do the work but now travel restrictions are being lifted and he believed people from that company would be on site.

Councilor Lindell was concerned with that – to hire companies that involve foreign travel. She knew the amendment is going through, but she was not supporting it for that reason.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve Amendment No. 5 and the Budget Adjustment Request to fund it as presented.**

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: Councilor Lindell.

This item was pulled for discussion by Councilor Cassutt-Sanchez.

f. CONSIDERATION OF RESOLUTION NO. 2021-21. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
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:
Introduced: 03/31/21
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 04/12/21
Quality of Life Committee: 04/21/21
Governing Body: 04/28/21

Ms. Bustos-Mihelcic read the caption for the resolution establishing a workplan and Director Ladd was available.

Councilor Cassutt-Sanchez said there were two amendments that she cosponsored, and she wanted to move them. We need a larger motion first. And then introduce the amendments.

Ms. McSherry agreed.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Romero-Wirth, to approve the Resolution establishing a work plan as presented.

Amendment to the Motion:

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to amend the Resolution as Councilor Villarreal proposed in the packet on page 1, on page 2, line 11, on page 3 line 6 and line 15 and line 22 with a new paragraph, page 3, line 25, and on page 4, lines 11, 12 and 14.

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

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

Against: None.

MOTION: **Councilor Cassutt-Sanchez moved, seconded by Councilor Garcia, to further amend the resolution on page 4, line 3 to insert a new paragraph: "Be it further resolved that within 30 days of the adoption of this resolution, the Governing Body will consider, as a nonvoting discussion item, a list of these proposals and recommendations along with the City Council Standing Committee each need to be assigned to. At this time, the Governing Body will be able to propose any additional ideas to ensure that all potential revenue the Governing Body members would like to explore are included in this process. The list does not exclude the possibility or additional proposals or recommendations to come forward in the future and be considered as part of this advocacy.**

Discussion on the Second Amendment:

Ms. McSherry pointed out that part of this amendment was a non-voting item and suggested it be clarified.

Councilor Cassutt-Sanchez said it was to provide an opportunity for a discussion about the different courses the Governing Body wants to be exploring and that there is always a difference of opinion among the members of the Governing Body as well as among members of the public as to which committees we would send them to for further exploration so that we could all follow along as we wanted to. It would be an opportunity for brainstorming so that all Councilor voices and ideas were identified. She commented that a lot has happened since the original discussion a long time ago.

Councilor Garcia felt, given the recommendation from the City Attorney, it might be best to strike “non” from the amendment. If a Councilor wanted to add something that was not on the list, we would not be excluding them from that process.

Mayor Webber asked the City Attorney if that would address the concern she had.

Ms. McSherry thought it would and some sort of action needs to happen.

Mayor Webber said that means we need to amend the proposed amendment as proposed by Councilor Garcia.

Councilor Cassutt-Sanchez agreed to remove “nonvoting” before “discussion.”

Ms. McSherry said, to be proper, the motion should be withdrawn, and a new motion made.

Councilor Cassutt-Sanchez withdrew her motion. Councilor Garcia withdrew his second.

MOTION: **Councilor Cassutt-Sanchez moved, seconded by Councilor Garcia, to further amend the resolution on page 4, line 3 to insert a new paragraph: “Be it further resolved that within 30 days of the adoption of this resolution, the Governing Body will consider, as a discussion item, a list of these proposals and recommendations along with the City Council Standing Committee each need to be assigned to. At this time, the Governing Body will be able to propose any additional ideas to ensure that all potential revenue the Governing Body members would like to explore are included in this process. The list does not exclude the possibility or additional proposals or recommendations to come forward in the future and be considered as part of this advocacy.**

VOTE: **The second amendment (as modified) was approved on the following Roll Call vote:**

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

Against: None.

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

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

Against: None.

Councilor Villarreal asked Ms. Bustos-Mihelcic to add her name as cosponsor. She had cosponsored this but has not been listed on it.

Ms. Bustos-Mihelcic agreed to do that.

At 6:00, Mayor Webber notified those in the attendee room that the afternoon session is running late tonight.

This item was pulled for discussion by Councilor Romero-Wirth

g. Request for Approval of Kitchen Angels Contract #19-0590 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21
Councilor Romero-Wirth – recused herself as Kitchen Angels Board and she left the meeting.

MOTION: **Councilor Lindell moved, seconded by Councilor Rivera, to approve the Kitchen Angels Contract Amendment as presented.**

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

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

Against: None. Councilor Romero-Wirth was not present for the vote.

Councilor Romero-Wirth returned to the virtual bench after the vote was taken.

h. Request for Approval of Esperanza Shelter Contract #19-0589 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

i. Request for Approval of Youthworks Contract #19-0582 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

j. Request for Approval of Literacy Volunteers Contract #19-0588 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

k. Request for Approval of The Life Link Contract # 19-0592 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth

Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

l. Request for Approval of Coming Home Connection Contract #19-0591 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/21

Item (m) was pulled for discussion by Councilor Rivera:

m. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Governing Body's Decisions in the Following Land Use Cases and Land Use Appeal. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

1. Unanimous Decision in Case #2020-2898 to Grant the Request by Zia Station, LLC, to Approve a General Plan Amendment for Approximately 13.3 Acres at the Northwest Corner of St. Francis Drive and Zia Road.
2. Unanimous Decision in Case #2020-2914 to Grant the Request by Zia Station, LLC, to Approve a General Plan Amendment for Approximately 1.9 Acres at the Southwest Corner of St. Francis Drive and Galisteo Road.
3. Decision by a Majority of the Governing Body in Case #2020-2900 to Approve a Rezoning to Amend the Boundaries of the South Central Highway Corridor to Exclude Two Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road.
4. Decision by a Majority of the Governing Body in Case #2020-2899 to Approve a Rezoning from R-1 (Residential – One Dwelling Unit Per Acre) to C-2 PUD (General Commercial – Planned Unit Development) for Properties at the Northwest and Southwest Corners of St. Francis Drive and Zia Road, Subject to a Condition that No Short-Term Rental Uses Shall be Permitted.

5. Decision by a Majority of the Governing Body in Case #2020-2901 to Approve a Preliminary Development Plan for a Mixed-Use Planned Unit Development to be Developed in Two Phases at the Northwest and Southwest Corners of St. Francis Drive and Zia Road, Subject to Conditions of Approval: and
6. Decision by a Majority of Members of the Governing Body to Deny Appeal #2021-3256-APPL and Affirm the Historic District Review Board's Denial of a Request by Laura Chock in Case #2020-3006-HDRB to Replace a Pedestrian Front Gate and Add a Stuccoed Arch Feature to a Contributing Yard Wall Structure at 542 Camino del Monte Sol, in the Downtown and Eastside Historic District.

COMMITTEE REVIEW:

Special Governing Body: 04/06/2021
Special Governing Body: 04/08/2021
Regular Governing Body: 04/28/2021

Councilor Rivera asked if Ms. McSherry has an answer to the question he had asked earlier.

Ms. McSherry recommended he abstain and not recuse.

Ms. McSherry explained how it worked.

Councilor Rivera decided he would stay.

Councilor Romero-Wirth explained that a yes vote was not about the substance but to verify the decision was accurate.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Abeyta, to approve the request as presented.

Discussion on the Motion:

Councilor Villarreal, to clarify, noted this is not on Zia Station but on the appeal of the date for the Laura Chock case.

Councilor Vigil Coppler asked, in the Findings of Fact and Conclusions of Law, if the vote at the hearing should not say that Councilor Rivera was absent from the vote.

Ms. Paez said she could add a statement to that effect in the FF/CL. She would state and Councilor Lindell and Councilor Rivera were absent from the vote. `

Amendment to the motion:

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to amend the motion, adding the statement in the findings of Fact and Conclusions of Law, that Councilor Lindell and Councilor Rivera were not present for the vote.**

Discussion on the motion:

Councilor Rivera pointed out that he and Councilor Lindell were actually absent.

Ms. McSherry still recommended that they be shown as abstentions.

Councilor Rivera said he could still vote to approve #6. He asked if #6 could be separated out.

Mayor Webber agreed and recommended withdrawing the main motion as amended.

Councilor Vigil Coppler withdrew her motion and Councilor Villarreal withdrew her second.

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to approve Items 1-5 in the Findings of Fact and Conclusions of Law as amended.**

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

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

Against: None. Councilor Lindell and Councilor Rivera abstained.

MOTION: **Councilor Cassutt-Sanchez moved, seconded by Councilor Vigil Coppler, to approve Item #6 in the Findings of Fact and Conclusions of Law as presented.**

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

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

Against: None.

Ms. Bustos-Mihelcic explained the on-hold choice for the future. For getting out of the room and back.

n. Request for Partners in Education Contract #20-0568 Amendment 1, to Amend the Scope of Services for Engagement Coaches to Provide Outreach and Navigation Services to Improve Student Engagement. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Finance Committee: 04/19/21
Public Works/ Utilities: 04/26/21
Governing Body: 04/28/21

o. Request for La Familia Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Quality of Life: 04/07/2021
Public Works: 04/26/21
Governing Body: 04/28/21

p. Request for Santa Fe Dreamers Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)
COMMITTEE REVIEW:
Quality of Life Committee: 04/07/2021
Public Works: 04/26/21
Governing Body: 04/28/21

Item (q) was pulled for discussion by Mayor Webber.

q. **Request to Publish Notice of Public Hearing on May 12, 2021.**
Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987

To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics and Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:

Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Governing Body (Request to Publish): 04/28/21
Finance Committee: 05/3/21
Governing Body (Public Hearing): 05/26/21

Ms. Bustos-Mihelcic read the caption and noted Mr. Guillen was available if needed.

Mayor Webber is left the room and Councilor Lindell assumed the Chair duties for this matter.

Councilor Vigil Coppler withdrew as a cosponsor and also left the room.

MOTION: **Councilor Garcia moved, seconded by Councilor Abeyta, to approve publishing notice of the public hearing as presented.**

Discussion on the Motion:

Councilor Villarreal was curious why this was not combined with the hearing tonight.

Ms. McSherry explained this amendment could have been combined but they occurred separately.

Councilor Villarreal understood and thanked her.

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

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

Against: None. Mayor Webber and Councilor Vigil Coppler were not present for the vote, having recused themselves.

Mayor Webber and Councilor Vigil Coppler returned to the meeting after the vote.

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION No. 2021-22. (Councilor Rivera and Councilor Abeyta)
A Resolution Requesting Approval of Amendment No. 1 to a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500383 Granting a Time Extension for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Regina Wheeler, Public Works Director, rawwheeler@santafenm.gov, 955-6622 and Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

COMMITTEE REVIEW:
Public Works and Utilities: 04/26/21
Governing Body: 04/28/21

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

MOTION: **Councilor Garcia moved, seconded by Councilor Abeyta, to approve Resolution 2021-22 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.

12. **MIDTOWN OVERVIEW**
Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Report: Incremental Development Next Steps. (Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov) **INFORMATION ONLY**

Director Brown and Daniel Hernandez were present.

Mayor Webber requested this report and discussion be concluded no later than 7:00.

Director Brown shared his screen showing the Action Plan with 9 actions which he listed verbally. Some are in process and others coming forward. #2 is one in action now – rezoning the Site – Development Framework Plan. It is due May 15 and waiting for final budget approval. The first task will be to confirm the scope and terms for the plan and approval.

Mr. Hernandez said #4 it to reuse Existing Buildings for community Purposes: Fogelson Library Complex, Visual Arts Center, Garson Performance Theater – to assess for possible institutional use; align with land use and develop planning; develop a method for soliciting and evaluating proposals that are due June 30. The public information presentation will be on May 12.

#7 is to identify parcels for mixed-income and affordable housing development, prioritize as part of framework planning and develop a method for soliciting and evaluating proposals by August 30.

#8 is Access and Establish a Public Mechanism. Meetings are underway to evaluate potential development structures; Research is underway for potential infrastructure/utilities funding methods. This is due by July 30.

#9 is Public Engagement for Development Planning. The initial tool kit recommends finalizing outline as community and the Sustainable Development Tool Kit outline, coordinating schedule between Land Use plan team and public engagement team. Focus engagement activities for public input/feedback through spring and summer 2021. Due in January 2022 – Public information presented on July 14.

Mr. Hernandez shared the websites which are being updated now. They are also uploading many documents now.

Councilor Garcia asked if the due dates signified Governing Body action.

Mr. Hernandez said the dates were just topic oriented presentation. He said he should make a slide for dates of Governing Body approvals.

Councilor Vigil Coppler pointed out that Councilors got this in an email today about 10 a.m. So the public doesn't see it until now. She asked why it cannot be loaded on Prime Gov ahead of time.

Director Brown said the report has been in the system. This is just a distillation which we can put in PrimeGov.

Councilor Vigil Coppler said it is not on PrimeGov and last time we discussed transparency. We do this for the public, not just for the Governing Body. So in addition to Mr. Hernandez's slides that he said he would provide, to load it all into PrimeGov, even if after the fact. But in the future, download it to PrimeGov well before the meeting.

13. **MATTERS FROM THE CITY MANAGER**

There were no matters from the City Manager.

14. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry recommended the closed executive session.

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(5), (H)(7), and (H)(8), Discussion of Bargaining Strategy Preliminary to Collective Bargaining Negotiations, Attorney-Client Privileged Quarterly Update Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Mayor Webber advised the public it might be lengthy closed session.

Councilor Abeyta said when the Council gets property located, he will recuse himself.

Councilor Villarreal asked if we need all items because it pertains to a public hearing item.

Ms. McSherry said yes. At least the first item must be completed before the budget hearing. There is a lot to talk about and she preferred to deal with what needs to be done only and go back later for the rest.

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

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

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

Against: None.

The Governing Body went into closed executive session at 6:48 p.m.

The Governing Body ended the executive session at 8:10 and returned to open session at 8:22 p.m.

MOTION: **Councilor Rivera moved, seconded by Councilor Garcia, to return from closed executive session, stating for the record that the only matter discussed was the first item 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.

15. **MATTERS FROM THE CITY CLERK**

There were no matters from the City Clerk.

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Legislative Introductions

Councilor Rivera introduced a resolution for extreme drought conditions restricting fireworks within the City and prohibiting other fire.

Councilor Cassutt-Sanchez had no introductions.

Councilor Abeyta introduced an ordinance relating to Chapter 14. Councilor Lindell is a cosponsor.

Councilor Lindell had no introductions.

Councilor Garcia had concerns on the street lighting project. With the increased concerns, he asked that the Governing Body pause the process until we can properly address the unanswered problems with demonstration sites. When we began the contract with Dahlkia on 4000K and how to request a waiver from DOT, he facilitated conversations of administrative staff with DOT staff. He had asked to be part of the conversation, but the administrative staff decided not to include him. It not only creates division but lack of transparency. We should not leave people out. He went to the demonstration at Frenchy's Park Friday night and there were lots of concerns from committee members – misinformation and folks left there with more questions than when they arrived. We requested specifications of the plan and those have gone unanswered. It should be readily accessible and shared with the community. So there are lots of challenges and we need to hit pause and address it in a way that satisfies the public. It is a great project but need to implement so we don't have to go back and fix it. So he asked that we pause it for now.

Councilor Villarreal wished the SFHS basketball team and Capital HS team good luck. Whoever wins will be good for the City with a place at state tournament.

Councilor Vigil Coppler asked the City Manager when the therapy pool at GCCC will open.

Manager LaPan Hill said she would have to consult with staff on that.

Councilor Vigil Coppler asked about the libraries opening. She is getting constituent complaints about the gym being partially open when the therapy pool is not open. Some of it has no rhyme or reason and she was at a loss to explain it She saw no reason for it not to be opened.

She also asked when the City will institute watering restrictions.

Manager LaPan Hill said that was another she will have to get back to Councilor Vigil Coppler on. She had no specific date.

Councilor Vigil Coppler commented that Albuquerque has their schedule out and it is quite clear. If trees and shrubs are not watered now, they will eventually be unresistant to the diseases that are coming. In Albuquerque, April is two times per week but no restrictions on time of day. Even in the winter it is once a month. It is important to get that message out. She also had complaints on the streetlight demonstrations and stressed the importance to label the lighting the public is looking at. They are not labeled so no one knows what they are looking at to assess. It seems a waste of time - like driving around looking at Christmas lights. The demonstrations are supposed to be about different levels of lighting.

Councilor Romero-Wirth gave a shout out to her daughter whose birthday is on Monday.

Mayor Webber introduced the third quarter BARs and will join in on an effort to provide better and more information on the street lighting project. We need to go back and to know the current status quo on streetlights – costs, risk factors from outages and lighting levels and how we compare with Tucson and others, options for reducing glare and turning off lights at midnight. A fact base where now there is no agreement about facts. It would simplify the conversation. He enjoyed being there Friday night with lots of folks. He went over to Jaguar where individuals had different concerns. He encouraged everyone to get out and have their voice heard for public feedback.

Amendment to the Agenda:

Ms. McSherry asked for an Agenda amendment to return later to executive session.

MOTION: **Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to amend the agenda by moving the remainder of the Executive Closed Session to the end of 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.

EVENING SESSION – 8:37 P.M.

17. **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
None

18. **PETITIONS FROM THE FLOOR**

Diane McClennan, 110 Calle Paisano, thanked the Governing Body for the opportunity to speak. She was very concerned with the streetlighting design Her experience was off intense glare. The new lighting does have intense glare and scattered light and has light pollution in the sky. Light fixtures have BUG Ratings (Backlight, Uplight, Glare). The professional ratings are from 0 – 5 with 5 being worst. She guessed the BUG ratings for these were inappropriate and could be dangerous for drivers and pedestrians. We need zero B, zero U, and 1-2 Glare. Also, the LED emitters need to be recessed more than they are now. They do need metallic aperture shielding. And this lighting doesn't appear to have those fixtures. If Dahlkia cannot provide those, she requests that the contract be put on hold and renegotiated. They are not supplying what we need. She felt like the City is rushing it and needs to proceed with a full understanding. She hoped people will view the presentation tomorrow evening with invites from Santa Fe Trust.

Stefanie Beninato spoke about the Midtown campus. She noted that some buildings are being considered but historic status is not being considered and she hoped it will be. Regarding water restrictions, she said the watering at the Plaza

waters the benches and sidewalks. It needs to be adjusted to not water the sidewalks. She appreciated Councilor Vigil Coppler's concern at GCCC. There is no change at Ft. Marcy. They claim to not have the money to make the improvements at Ft. Marcy. They could open the family restroom as needed. She has told the City didn't have it and showed a response that she finally got today.

At Ft. Marcy, she said it would be nice to have an air lock. She said she has gotten a lot of criticism for speaking, but she just happened to be first and didn't appreciate that.

Robert Morlino said on the streetlight project, he has been biking on Gov Miles Road at night will illumination and without posters on the poles he cannot know the difference. There is confusion in the protests. He felt the street was well illuminated and the street a little brighter. He was surprised at all the debate on issues.

There were no other petitions at 8:48 p.m.

19. **APPOINTMENTS**

There were no appointments.

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION 2021-23. (Mayor Webber, Councilor Abeyta and Finance Committee)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2021/2022 Operating Budget and Organizational Chart. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

COMMITTEE REVIEW:
Special Finance Meetings: April 13, 14 & 15, 2021
Special Finance Meetings: April 20, 21, & 22, 2021
Governing Body (Public Hearing): April 28, 2021

Ms. Bustos-Mihelcic read the caption for adopting the FY22 Operating Budget. She noted Alexis Lotero, Interim Finance Director, was here for this item.

FINANCE COMMITTEE RECOMMENDATION

Councilor Abeyta spoke as Chair of the Finance committee, recommended adoption of the FY 22 Budget with a few adjustments. The first was to the Economic Development Department for a $692,000 increase to transfer one person from Public Works to that Department and a corresponding

decrease in Public Works budget for that transfer. Second was Planning and Land Use Department decrease by $746,671 in salaries, wages and benefits category and the impact fee fund to accurately reflect salaries and benefits. The Public Utilities Department Environmental Services Division budget decrease by $542,760 in the contractual and utilities category to accurately reflect the contractual needs for the Division. Overall, the Finance Committee recommended approval with total expenditures at $347.3 million. The budget includes money to allocate new positions to various departments and restore money and raises for employees without more to be paid, and money for affordable housing. It is a budget that hopefully opens us back up.

He thanked City Staff and especially the Finance Department. He never had to create a budget under these circumstances. We put the budget together over Zoom and everyone did a tremendous job. It is optimistic and helpful will get all staff back to work and provide to the community the services they deserve. Thank you.

PUBLIC COMMENT

Miles Conway, 495 NM 592, thanked the Governing Body for their hard work. He represented the 400 builders in the Santa Fe Area Homebuilders Assn. "We will put any type of lighting in your home and abide by all the rules. Most builders get up at 5 am so most who had planned to speak had to leave this meeting with Zoom weariness." He noted that comments were submitted online. He was looking forward to meeting in person. The budget looks good. The construction industry is working 24/7 to make people's dreams come true. Many are remodeling too. So we appreciate the increases for the Land Use Dept. With streamlining of their processes, we would accomplish even more for this community that we love very much."

ACSFME 3999 Representative said, "We come before you with a heavy heart. We found out about the 4% increase offered but with strings attached." He listed the strings, including longevity incentives etc. "Whatever is left will go to raises. We have several problems: It doesn't affect the programs that have been stagnant. The portion doesn't cover all the needs. Management staff have received 4% without strings after raises in the current year. Why are these strings attached? Union employees received nothing at end of last year.

We ask you to amend the budget and separate the 4% increase with no strings attached like administration and management get. Don't leave us struggling trying to meet ends with less than 4% raise. Don't leave programs unfunded because the tradeoff is an either/or situation. Funds can be made

available. Treat AFSCME employees fairly and respectfully with the raises they need without strings attached.

Michael Barrio, Executive Director of the Santa Fe Action Coalition. The coalition works to make affordability and access. Thanks for support for the Land Use increase. The LUD is a critical piece for Affordable Housing.

Tomas Rivera, Chainbreaker Collective representative, said Chainbreaker has over 700 members in Santa Fe. Displacements and evictions are coming at the end of COVID. Many of the items took long time coming. Chainbreaker has been working with Councilor Villarreal. The budget implications are deeply appreciated with your investment in the community and especially during this critical time. We appreciate the leadership of City Council. We will report on evictions and we do see dire predictions for the future. 4,000 residents have held in their homes by the duct tape of the moratorium. Rental assistance is out, and they are looking forward to continue working with the City in some recommendations already put forward. He will report again in June. And Chainbreaker will do what we can to avoid the crisis coming up.

Stefanie Beninato appreciated all the work on the budget and funding for Santa Fe Affordable Housing Trust Fund. It is happy to help people and not be a victim. Some of the assistance will go to owners. She also appreciated the tenant hotline for mediation. That will solve a lot of problems. She was a little concerned with cuts in administration in LUD and wondered how many new staff or how much of the budget was going to outside consultants. The process doesn't seem to get implemented.

Lastly, proper management doesn't need a wage increase. They started high and got increases last year. She didn't know the 4% was tied to conditions. That is unfair with none on the highest management. We really need starting pay at $15/hour. We can't get lifeguards when pay is not $15/hour. The City also needs to rethink recreational cannabis coming. She urged the Governing Body to start employees such as lifeguards at $15/hour.

Rob expressed his support for this budget and applaud everyone for putting it together by Zoom. Money for the AHTF is great. Also what Miles said about increases for Land Use to make permitting more efficient. He was impressed with the people who work there. On public safety, pay raises are warranted for the police and fire fighters have difficult jobs. He hoped the City could have more who don't need to be armed. Costs for cruisers are often pushed off. And there is need for any damage to be accounted He was not in favor for police cars to be taken home. Some live far outside the areas served.

Matt Seguro, President of Santa Fe Homebuilders, echoed what Miles and Michael said. He was for support of Land Use Staff. That increase serves in two ways. Some people turn to predatory contractors because they don't get a permit and the work is done poorly. By increasing the budget for Land Use, we will increase revenue from permits and rid ourselves of predatory roofers Thank you.

There were no others from the public.

Questions from Governing Body to Staff

Councilor Villarreal thanked Staff for answering questions during the budget hearings. The one she still had was police numbers from last year that were vacant positions that were still funded and not frozen. She asked what is funded but still vacant. There were differences around what was frozen. Last year, they were just vacant. She asked if they are still trying to fill them and if there was any more information.

Director Lotero agreed they did have some unfunded last year. Mr. Lovato is the keeper of positions to answer.

Mr. Lovato said there were 199 funded positions and 29 vacant unfunded. Three were frozen but were utilized by retired police officers. That brought the count to 26 for FY 21 and now they are funding 215 positions and 13 are frozen so total 228 for the total for FY 22.

Councilor Villarreal – so 215 positions funded and 13 vacant but out of 215, how many are vacant.

Mr. Lovato stated that 13 of those were newly vacant frozen will be funded and 13 remain frozen.

Councilor Villarreal said she asked because we wanted to know what was cut and understood vacancies from last year are continuing.

Mr. Lovato said the total of vacant positions was 35 vacant position – 22 sworn and 13 unsworn.

She had no other questions.

Councilor Vigil Coppler wanted an answer on how much is taken from reserves to fund this budget.

Mayor Webber asked if she was asking for General Fund reserves or all reserves.

Councilor Vigil Coppler asked what meets the State regulations.

Director Lotero General Fund reserves are subject to the State minimums. The City also has other reserves. Anthony Hopkins was pulling it up right now.

Mr. Hopkins said the General Fund reserves minimum is 10% and the City maintains that instead of the 1/12 reserve as required by DFA. It does not include revenue or transfers. The 10% is $10,297,262. Adding the projected cash of $17.3 million, leaves us right on the money for 10% minimum reserve. He didn't pull up the reserve total for all funds. He mentioned some of the funds included. That is net use of cash. Some funds use no reserve. Utility is adding to the reserve right now.

Councilor Vigil Coppler understood the Utility reserves are not being used except for utilities in this budget.

Mr. Hopkins noted there is a significant surplus in Utilities and any use will be for utilities projects.

Councilor Vigil Coppler understood the balance right now and asked how much of the General Fund budget is from reserves.

Mr. Hopkins said the amount form General Fund reserves is just over and above the 10% reserve - $17.35 million in cash and $7.05 million next year from reserves would maintain $10.3 million in General Fund reserves.

Councilor Vigil Coppler had heard some reserves are being used for recurring expenses. She thought that was bad practice. The employee insurance is coming from reserves. Do we generally use reserves for recurring costs?

Mr. Hopkins agreed it is best to only use reserves for significant one-time costs. He opined that AH costs may not be sustainable in the long haul. As a general rule, she was correct to use reserves only for one-time expenses. But we are in the COVID pandemic and what reserves are for. That is to get through hard times until the economy recovers. The local economy is improving but still in a downturn. That is what reserves are for.

Director Lotero added that our local requirements are higher than DFA requirements and we are still maintaining our higher local reserve level. We are just coming through a major disaster and that doesn't preclude another major disaster. It is always good to have more than what is required.

Councilor Vigil Coppler noted the City is not operating with a flat budget either. In hard times, you would tend to have a flat budget and not spending out of reserves, just to operate in a safe manner. The part that makes her nervous, if we have excess reserves, she guessed they are not reserves. We are spending them, and she got that. We were told we were $100 million in the red and later was told $89 million and then $49 million. And now we have a healthy budget increase and keeping more than the state requires but spending and budgeting the rest. That made her nervous. She was not totally comfortable with those numbers. It is hard to realize we have come from $100 million deficit to a sizable increase in budget.

She asked about our bond rating.

Mr. Fleutsch said at the end of last year, we looked at the bond tests. As long as we remain above the critical bond tests of projected $109 million, about $65 million is pledged to creditors. The debt service for that is about $22 million. So we are almost three times covered as our debt service. That keeps us at a very strong AA+ rating. And we project a steep reduction of debt service in the next few years. He had no concern about our current rating.

Councilor Vigil Coppler observed that we have not had an audit that tells us we are going in the right direction and cognizant of what we need to know. It all makes her a little nervous. She didn't feel that we are on solid ground because we don't have information and the outside auditor's review.

Councilor Vigil Coppler was in support of PLUD improvements. She asked Director Isaacson about performance standards. She gets many complaints about housing permits. When she calls, some change happens. She asked where the performance standards are and how the money improves anything.

Director Isaacson said the increase in General Fund revenue to his Department is in the form of unfrozen vacancies and more FTEs so we can be more responsive to our customers. A challenge is where one individual is responsible for an entire portion of workflow. So we are adding some redundancy as well. This last year has been very challenging. We do business over the counter usually and he hoped the increases will allow more online services.

Councilor Vigil Coppler wondered what standards address how many days or hours to get from one point to the next and a standard for issuing a permit. She knew that can be done because she has done it before. If we offer the best customer service with taxpayer money allotted, we should have good outcome results.

Director Isaacson said they do have targets for review times. And they are not always able to hit those targets. More complex applications take more time. But we are more consistent in turnaround times. We are also doing a better job with the new software for tracking. And we can identify where the problems are.

Councilor Vigil Coppler, regarding the salary increases, was concerned about how the raises were determined. There have been various communications, but in general, 4% to non-union employees and 4% increase to union employees and 3% to department directors was in the budget. So she had some misunderstanding in how that translates to money in employees' pockets. The word, salary increase means "I am going to get an increase." She understood it is not true for the union employees but a bucket of money the union can determine how to apportion. She understood the concerns raised here tonight.

The other thing said at the budget hearings was that probationary employees would not get the raise. She thought this was a merit increase. But this is an across-the-board increase. If it was merit, there would need to be a performance review. She had not heard a word about performance.

She asked Manager LaPan Hill about it.

Manager LaPan Hill agreed it is across the board increase. 4% for non-union employees and with all unions, CBA, the amount is negotiated as equivalent to… It is the union's right to determine how it will be allotted to the members.

Councilor Vigil Coppler pointed out that exempt employees are on probation every day. Why would we exclude probation employees? Why do we want to fall further behind in the compensation plan to equalize jobs?

Ms. Salazar said there are different rules in the system. This is consistent with the way the increases were done. It is not as black and white, and you might think. It is like the way they were done in 2019.

Councilor Vigil Coppler you say the City is not negotiating for probationary employees but with the union employees, they negotiate that. But to exclude them from the budget, it impacts the CBA.

Ms. Salazar explained that probationary employees are not in the union. So with an executive on probation, that employee will be covered under the CBA at completion of probation.

Councilor Vigil Coppler said a compensation plan gets broken with those kinds of decisions. She didn't see how this can be the right way to approach

this. We deny an employee a raise and create a morale problem. If they are hired at the wrong time, they are not eligible. Some will get it, and some won't when hired a few days apart. It is not merit. Maybe it is a COLA. She didn't know what the 4% was tied to. She didn't think it is fair to call it a salary increase but union people don't get 4%. She heard things like safety boots and protective clothing as prescribed by OSHA. Why would they have to negotiate that out of a salary raise.

Ms. Salazar clarified that safety clothing is negotiated in the CBA – uniforms, etc.

Manager LaPan Hill said that is covered in the CBA.

Mayor Webber pointed out that in the current budget there is money for all of those items and the union would like more money in the budget for those items. AFSCME wanted more money for those items.

Councilor Vigil Coppler noted that is part of negotiations. But it was somewhat disingenuous to say it was a salary increase.

Mayor Webber did not understand her point. Every year, an amount of money equivalent to a percentage increase is provided for the union. My first year as Mayor it was 2% but we cannot tell the union it must be a 2% raise for each member. The union may distribute it in the way they want. They might give more to those at low part of the pay range. So why do you think it is not a salary increase?

Councilor Vigil Coppler said there are other ways. Just because we have already done it one way, doesn't' make it the right way. There can be more and better communication and different ways to negotiate pay raises. It is okay to say we have a 4% bucket that the union can do what they wish but to say it is a salary increase is a misnomer. It is a budgetary formula and not a salary increase. Budgeting formula is different. We set up an expectation, but other things are being taken out of the increase. The Governing Body sets the policy and if we want to offer up a 4% salary increase for union employees. We are the boss and can do that.

The last thing to say is, some Councilors are not on the Finance Committee by design. And the only difference is that we don't get to vote but we should have the same airtime when we raise our hand. She was taking a lot of time now because she didn't get recognized when she raised her hand. Every Councilor has an obligation to get everything on the table. She was not recognized to get all of her questions on the table. She felt like a stepchild – so she didn't get to talk as much. She thought the only difference should be not getting to vote. She only got one shot and we should have had time

to address any matter that comes up. It was not very welcoming and now, this was her only chance.

Councilor Garcia for the DFA requirement on reserves to be shared again.

Mr. Hopkins said the reserve is one twelfth of revenues excluding transfers. In monetary terms – $8.6 million of the $10 million reserve we have.

Councilor Garcia reasoned that the City has a $1.6 million buffer over what we are required to have. Looking at the numbers now and what we require, we drew down as much as we could and doesn't scream out fiscal responsibility.

Director Lotero reminded Councilor Garcia that last year they waived the requirement and gave the same latitude this year. We are fortunate to not have the difficulty of other cities.

Councilor Garcia understood and that is good news, and we would be that much deeper in the hole without that reserve. He heard two different things here tonight. When budget hearings started, we heard about rebounding. But tonight he was hearing we have to pull from our reserves for the budget. So he asked if the economy is going south. We need to be fiscally responsible and not go down to the bare minimum. Suppose a new strain infects New Mexico. We are not planning for that and would be in a world of hurt. We are not out of the woods and it is not prudent to spend everything we have. And should not be in a position where we have to furlough employees again.

The outcomes have not been determined but we know there will be a fiscal impact. Are we accounting for the fiscal impact that will affect us? As we go through these hearings. are we taking into account all resources?

Ms. Salazar said those discussions and negotiations with the unions are ongoing.

Director Lotero said this is the offering budget with all recurring costs. We would have to determine where to take the one-time costs.

Councilor Garcia thought the furloughs amounted to $1.2 million. and if we made that up, and if we could not include it in the budget, that would advise us not to draw down to the bare minimum. To make that up, we would need to dip into reserves.

He asked about the Midtown Director permanent position and how that affects the current contract with Daniel Hernandez. If we hire someone, would we have two heads?

Director Brown explained that Daniel Hernandez has a role on the Economic Development side and the Director wears a different hat and is a local partner in redevelopment. So they have different roles. The new person is the Applicant for the rezoning proposal.

Councilor Garcia asked if we are planning to hire a full-time person or hire contractors for the next ten years.

Director Brown said this is a permanent position for a longer-term game plan.

Councilor Garcia asked then if we will continue to contract for Mr. Hernandez' position.

Director Brown said when we get to the master plan, Mr. Hernandez' contract will come to an end. Right now it is December 2022.

Councilor Garcia hoped that then, the City would hire a full time employee and not go for another contract.

He asked, regarding the CHART contract, that the contract calls for $276,000 and with no proposal before us, we are planning to spend $60,000 this year. He didn't get a breakdown on the $326 million and how we would spend those resources.

Director Brown thought the Finance Committee should answer that.

Mr. Lambert thought the initial contract would be $250,000 for the first year to get the program going. He thought it would be half of that for the second year.

Councilor Garcia asked how we arrived at the $326,000 and what are we spending that on?

Mr. Lambert that that was based on comparison with an existing national project similar in scope and a big part was not only to hire consultants but other things like neighborhood organization and other committees working with the contractors and leaving room for stipends, etc.

Councilor Garcia said we should not be developing a budget on basis of what it cost another city. We should look at actuals for what it cost us last year. And be able to explain why we chose a specific figure. In the budget hearing talking about travel – it came down to $5,000 for travel, etc. He was not going to travel anywhere. Supplies should be extremely minimal. He didn't know why we have this crazy budget which is not fiscally responsible

during a pandemic. So he would like that changed in Councilor budgets. He learned a lot last year and saw the opportunity to examine where we could work together to fill gaps we had. We should be fiscally responsible. We need a budget that will lead us into the future and not "this is the way we've always done it."

Councilor Cassutt-Sanchez circled back for clarification on the union and allocation of money. To make sure she understood. We don't have capability to say, based on the CBA results, the union employees won't necessarily get 4% increase.

Ms. McSherry agreed. It is not only the CBA but also under Public Employee Act.

Councilor Cassutt-Sanchez mentioned the comment about money for uniforms, and asked if there were also nonunion employees who would need uniforms for their duties.

Ms. Salazar agreed.

Councilor Cassutt-Sanchez asked then, if we are providing 4% raise plus the money for uniforms.

Ms. Salazar said they will still continue to receive money for those items. She acknowledged that bilingual pay is not extended to nonunion employees.

Councilor Cassutt-Sanchez asked what percentage of budget goes to personnel and benefits.

Director Lotero said that part was about 2/3 of the total budget.

Councilor Cassutt-Sanchez asked how much of the budget increase goes to salaries.

Mr. Fluetsch provided those details for her. Salaries by 14.5% and benefits 6.3% for a total of 11.6%. for personal services.

Councilor Cassutt-Sanchez said we discussed people taking on multiple jobs and part of the discussion on how we provide extra support to provide the service we want to provide. She had no other questions.

Mr. Hopkins said the total increase in all budgets resulted in $36.1 million and of that total increase, 37% is going to personnel benefits.

Mayor Webber said there were things in the budget not touched on yet. The City is putting $2.3 million toward insurance costs and not passing those costs on to employees. That is a direct financial benefit and as good as an increase.

Ms. Salazar agreed. It is not a reduction in take-home pay.

Mayor Webber had a few other items not touched on such as $350,000 in training and safety supplies. Who would benefit from that – only union or all employees?

Ms. Salazar said that applies to all employees – union, nonunion, probationary.

Mayor Webber asked who benefits from the $100,000 in tuition assistance.

Ms. Salazar said it benefits employees in their education and we are excited for that.

Mayor Webber noted the $200,000 in safety equipment and supplies and asked if that was for everybody.

Ms. Salazar agreed. There are many more training opportunities going forward.

Mayor Webber noted that the living wage guidelines in Santa Fe is higher than the State's.

Action of the Governing Body

MOTION: **Councilor Abeyta moved, seconded by Councilor Lindell, to approve the Resolution adopting the FY 22 Operating Budget.**

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.

During the roll call vote, Councilor Garcia wanted to explain his vote, Councilor Vigil Coppler wanted to explain her vote, and Councilor Villarreal wanted to explain her vote.

Councilor Garcia said there are components of the budget that are very progressive and pushing us in the right direction. But he will continue to express concern of being fiscally irresponsible by dipping into reserves and not get down to the bare minimum. We went through crisis and still dealing with it. We need to be a leader on this. He hoped we can be more fiscally responsible in the future.

Councilor Vigil Coppler agreed the budget has some very good things in it and wouldn't work without the employees we have. She was not impressed with comparing our use of reserves. Without those reserves, we lose at a faster pace. This budget is very ambitious but somewhat irresponsible. The discussion on salary increases is not fair to union employees and not giving them what others are afforded.

Those who were furloughed were among the lowest paid. But not approving this budget is not right either.

Councilor Villarreal thanked the Staff in all departments for the budget and taking the hours to make it a good budget. There are still things unclear to her but in the long run, she appreciated that Finance came through on several concerns she had. They are also short staffed. There are things in it she could not support, and mentioned a few of them, including project managers, IT personnel and several others. Cautiously she is commending the fire department on the alternative response unit. She didn't think the fire response unit was doing enough.

This is an ambitious budget, and we need to proceed cautiously, but an austerity budget doesn't support recovery. The quarterly reports will be very helpful.

Mayor Webber recused himself for the next item.

b. CONSIDERATION OF BILL NO. 2021-8. ADOPTION OF ORDINANCE 2021-9. (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

Ms. Bustos-Mihelcic read the caption for this item and put him Mayor Webber on hold for this item. Councilor Vigil Coppler also recused.

Vice Chair Lindell chaired the meeting during this item. She noted the need to change the date.

Vice Chair Lindell asked Ms. McSherry if we should consider the amendment first.

Ms. McSherry was not aware of any proposed amendment. The sponsors could make a statement and then have public comment.

Public Comment

There were no comments by the public for this matter.

Vice Chair Lindell closed the public hearing and looked for a motion.

Action of the Governing Body

Councilor Villarreal wanted to be listed as a cosponsor.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Rivera, to approve Ordinance 2021-9 as presented.**

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

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

Against: None. Mayor Webber and Councilor Vigil Coppler were not present for the vote.

Mayor Webber and Councilor Vigil Coppler returned to the bench after the vote. Mayor Webber resumed chairing the meeting.

c. CONSIDERATION OF BILL NO. 2021-10. ADOPTION OF ORDINANCE NO. 2021-10. (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

Ms. Bustos-Mihelcic read the caption for this item. Director Ladd and Director Brown were present for any questions.

Public Comment

There were no public comments on this matter.

Questions of the Governing Body

There were no questions from the Governing Body.

Action of the Governing Body

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to adopt Ordinance 2021-10, regarding sale or lease of City-owned property as presented.

Amendment to the Motion:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to amend the ordinance by deleting the section that required half of the revenue from leases to go to the AH Trust Fund but retain half of the revenue from sales.

Councilor Romero-Wirth explained that at the Quality of Life Committee meeting, members heard a presentation about the work on Economic Development that used money from the leases. The Committee did not want to take half of the money from leases. So the amendment is just for sales. It is also cosponsored by Councilor Abeyta, Councilor Cassutt-Sanchez and Councilor Lindell

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

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

Against: None.

Discussion on the Main Motion as Amended:

Councilor Vigil Coppler asked Director Brown, regarding a statement in the FIR that said the impact would affect PSAs, SCORE, and YouthWorks, how that loss would be made up.

Director Brown said with the amendment just passed there would be no reductions in the contracts. So he had no worry about that.

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

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

Against: None.

Councilor Villarreal asked to be added as cosponsor.

d. CONSIDERATION OF BILL NO. 2021-10. ADOPTION OF ORDINANCE NO. 2021-11. (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

Ms. Bustos-Mihelcic read the caption for this item. Director Randall and Mr. Fluetsch were present.

Public Comment

There were no public comments.

Action of the Governing Body:

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve Ordinance 2021-11, concerning taxable premises, 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.

Return to Executive Session

After a brief discussion on Ms. McSherry's request for returning to closed executive session, the Governing Body decided to honor that request.

MOTION: **Councilor Rivera moved, seconded by Councilor Vigil Coppler, to return to executive session to discuss the remaining items on the agenda as recommended by the City Attorney.**

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

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

Against: None.

The Governing Body went back into executive session at 11:07 pm.

The Governing Body finished the executive session at 11:27 pm and returned to open session.

MOTION: **Councilor Rivera moved, seconded by Councilor Vigil Coppler, to come out of executive session, stating for the record that the only matters discussed were those specified in the motion with the exception of property on Alto Street.**

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.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:30 p.m.

Approved by:

_____

Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G Boaz
Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
April 28, 2021

The Governing Body of the City of Santa Fe met in an executive session duly called on April 28, 2021 beginning at 6:50p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(5), (H)(7), and (H)(8), Discussion of Bargaining Strategy Preliminary to Collective Bargaining Negotiations, Attorney-Client Privileged Quarterly Update Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

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

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Kristine M. Mihelcic, City Clerk (Attended Virtually)
Bernadette Salazar, HR Director (Attended Virtually)
Alexis Lotero, Interim Finance Director (Attended Virtually)

There being no further business to discuss, the executive session adjourned at 8:20 p.m.

Kristine M. Mihelcic, City Clerk

City of Santa Fe, New Mexico

memo

Date: April 12, 2021

To: Mayor Alan Webber
Members of the City Council

From: Alexandra Ladd, Office of Affordable Housing

Re: Updated Santa Fe Homes Program (SFHP) 2021 Pricing Schedule

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ACTION REQUESTED
For your information.

BACKGROUND
Every year the Department of Housing and Urban Development (HUD) establishes the Area Median Income (AMI) for every metropolitan jurisdiction and non-metropolitan county in the U.S. The calculation considers estimates from the American Community Survey (ACS), Consumer Price Index (CPI) Inflation and Trend Factor and a Margin of Error Factor. The AMI is also adjusted by family size – the bigger the family, the higher the income limit.

Housing is typically considered "affordable" if a family pays no more than 1/3 of their monthly income for their housing costs, including rent and utilities or a mortgage, plus taxes, insurance and utilities. The AMI is used to determine eligibility for government-funded housing subsidy programs. For instance, 80% AMI is the income limit for receiving assistance from any Community Development Block Grant (CDBG) program. Income requirements for residency in Low Income Housing Tax Credit properties are usually restricted to 60% AMI and below. The City's Affordable Housing Trust Fund (AHTF) has a limit of 120% AMI to accommodate the home purchase, home repair and rental needs of the workforce with slightly higher incomes.

ITEM AND ISSUE
In order to administer the Santa Fe Homes Program (SFHP), Chapter 26-1.16 (C) states "….the office of affordable housing shall review and adjust the affordable home price and affordable manufactured home lot for each applicable income range and home size based on the changes in area median income from the previous twelve (12) months, as determined by HUD…. The office of affordable housing shall report to the governing body with thirty (30) days of adjusting the affordable home price and affordable manufactured home lot price."

In 2021, the AMI for Santa Fe went down by 4% and interest rates declined by 0.83%. Even with a decline of income, the lower interest rate translates into more borrowing capacity which increases the SFHP sales pricing schedule by approx. 7+%. An additional challenge is that lowered AMIs mean that some earners fall into higher income percentiles in 2021 than in 2020 and thus, are qualified to purchasea home in a higher pricing tier.

For example, a homebuyer (3-person family) earning $53,000 (or approx. 78%AMI) in 2020 was eligible to purchase a 3-BR home priced at $201,500. In 2020, this same homebuyer household with the sameincome is now income-qualified in the 80 - 100%AMI tier. The purchase price for which this buyer now qualifies is $248,250 and the family is no longer eligible for CDBG assistance.

A. Comparison between 2020 and 2021 Area Median Income (AMI) Levels for Santa Fe Metropolitan Statistical Area (MSA)

2020	120% AMI	100% AMI	80% AMI	65% AMI	50% AMI
AMI 1 Person	$ 63,900	$ 53,250	$ 42,600	$ 34,600	$ 26,600
AMI 2 Person	$ 72,950	$ 60,800	$ 48,650	$ 39,500	$ 30,400
AMI 3 Person	$ 82,150	$ 68,450	$ 54,750	$ 44,500	$ 34,200
AMI 4 Person	$ 91,200	$ 76,000	$ 60,800	$ 49,400	$ 38,000
AMI 5 Person	$ 98,600	$ 82,150	$ 65,700	$ 53,400	$ 41,050

2021	120% AMI	100% AMI	80% AMI	65% AMI	50% AMI
AMI 1 Person	$ 61,400	$ 51,150	$ 40,900	$ 33,250	$ 25,550
AMI 2 Person	$ 70,150	$ 58,450	$ 46,750	$ 38,000	$ 29,200
AMI 3 Person	$ 78,900	$ 65,750	$ 52,600	$ 42,750	$ 32,850
AMI 4 Person	$ 87,600	$ 73,000	$ 58,400	$ 47,450	$ 36,500
AMI 5 Person	$ 94,700	$ 78,900	$ 63,100	$ 51,300	$ 39,450

B. Comparison between 2020 and 2021 SFHP Home Pricing Schedule

The SFHP requires that a total of 20% of the homes in a for-purchase subdivision are priced according the following sales pricing schedule and sold to homebuyers who are income-certified in three income tiers. For instance, in a proposed subdivision of 60 homes, 12 affordable homes are required: five percent (or 3 homes) sold at prices affordable to homebuyers earning no more than 65%AMI; ten percent (or 6 homes) sold to homebuyers earning 65 - 80%AMI; and five percent (3 homes) sold to buyers earning 80 - 100%AMI.

2020 - Interest Rate of 3.94% as per preceding 12 months							
SFHP % Required	***Income Range***	***Studio***	***1 BR***	***2 BR***	***3 BR***	***4 BR***	***Manuf. Home Lot***
5	50-65%	$113,500	$120,750	$137,750	$155,000	$172,250	$38,750
10	65-80%	$149,750	$156,750	$179,000	$201,500	$223,750	$50,375
5	80-100%	$185,750	$193,000	$220,500	$248,250	$275,500	$62,063

2021 - Interest Rate of 3.11% as per preceding 12 months							
SFHP % Required	***Income Range***	***Studio***	***1 BR***	***2 BR***	***3 BR***	***4 BR***	***Manuf. Home Lot***
5	50-65%	$121,250	$128,500	$146,750	$165,250	$183,250	$41,313
10	65-80%	$159,750	$167,000	$190,750	$214,750	$238,250	$53,688
5	80-100%	$198,250	$205,500	$235,000	$264,250	$293,250	$66,063

Assumptions: Downpayment: 3%; Closing Costs: 3%; Term: 30 years; Mortgage + Mortgage Insurance + Hazard Insurance + Taxes = less than 33% of buyer's monthly income.

NOTE: Prices do not include optional upgrade allowance (up to $5,000) and green code adjustments (ranging $3,000 - $6,000 approx. added to the allowable purchase price based on the HERS score).

C. Comparison between 2020 and 2021 Required Rents and HUD Fair Market Rents (FMRs)

Given the City's ongoing shortage of rental units, historically high occupancy rates, and annual market rate rent increases of 10 – 15% over the last three years, the SFHP requirement for rental housing projects was amended in December of 2019 to allow three options for compliance. The first allows the developer to follow the current methodology for paying a fee in lieu of (described below). The second, "Low Priced Dwelling Unit", offers units with stabilized rents that are restricted to a rent that's affordable to a renter earning 100%AMI; and the third option "sets aside" 15% of its units for income-certified renters, earning no more than 80%. Affordable rents are calculated based on a renter paying no more than 30% of their monthly income toward their rent (including utilities), as illustrated below.

Affordable Rent – 2021										
# in HH	30%AMI	Rent	50%AMI	Rent	65%AMI	Rent	80%AMI	Rent	100%AMI	Rent
1	$ 15,350	$ 384	$ 25,550	$ 639	$ 33,250	$ 831	$ 40,900	$ 1,023	$ 51,150	$ 1,279
2	$ 17,550	$ 439	$ 29,200	$ 730	$ 38,000	$ 950	$ 46,750	$ 1,169	$ 58,450	$ 1,461
3	$ 21,960	$ 549	$ 32,850	$ 821	$ 42,750	$ 1,069	$ 52,600	$ 1,315	$ 65,750	$ 1,644
4	$ 26,500	$ 663	$ 36,500	$ 913	$ 47,450	$ 1,186	$ 58,400	$ 1,460	$ 73,000	$ 1,825
5	$ 31,040	$ 776	$ 39,450	$ 986	$ 51,300	$ 1,283	$ 63,100	$ 1,578	$ 78,900	$ 1,973

To assess the fee-in-lieu, the difference between what HUD considers the "Fair Market Rent" (FMR) for Santa Fe, and the subsidized or "affordable" rent is calculated for each unit that would otherwise be included as an affordable unit in the property. The "affordability gap" determines the fee per unit/month. The fee is multiplied by 24 to estimate a two-year subsidy for the renter who would otherwise be housed in the unit. For 2021, FMR rents were calculated at a similar level than 2020 but reduced area median incomes (AMI) results in a greater "affordability gap." Furthermore, the ordinance requires a gradual increase of the fee amount of 20% per year. The first increase went into effect on July 1, 2020. The second increase (an additional 20%) will be imposed after July 1, 2021.

HUD's Fair Market Rents (FMR) Santa Fe MSA			Affordability Gap Calculation*			
BR Size	2020 FMR	2021 FMR	Aff'd Rent	Base Gap	Prior 6/30/21**	After 7/1/21***
Studio	$ 802	$ 804	$ 618	$ 186	$ 223	$ 261
1 BR	$ 928	$ 940	$ 618	$ 322	$ 387	$ 451
2 BR	$ 1,057	$ 1,071	$ 706	$ 365	$ 438	$ 511
3 BR	$ 1,376	$ 1,363	$ 813	$ 550	$ 660	$ 770
4 BR	$ 1,534	$ 1,571	$ 920	$ 651	$ 781	$ 911

* Affordability Gap = 2021 FMR - affordable rent (based on affordable rent for 55%AMI renter)
** Base Gap X 20% increase *** Base Gap X 40% increase

Sample Calculation for 160 unit project (if paid prior to July 1, 2021):

BR Size	# Units	Aff'd Units*	Aff'd Gap	Fee per Month	Project Fee**
Studio	0	0	$ 223	$ -	$ -
1	56	8.4	$ 387	$ 3,247	$ 77,918
2	88	13.2	$ 438	$ 5,778	$ 138,663
3	16	2.4	$ 660	$ 1,584	$ 38,016
TOTAL	**160**	**24**		**$ 10,608**	**$ 254,598**

* = Total units X 15% ** = Fee/Month X 24

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/05/2021
FOR CITY COUNCIL MEETING OF 05/12/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Villarreal) A Resolution Supporting the City of Santa Fe Joining the Mayors' Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

COMMITTEE REVIEW:
Introduced: 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS: Councilor Villarreal wishes to add herself as a co-sponsor.

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
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/26/2021

ISSUE NO. 8r

CONSIDERATION OF RESOLUTION NO. 2021-__ . (Mayor Webber, Councilor Lindell, and Councilor Romero-Wirth)
A Resolution Supporting the City of Santa Fe Joining the Mayors' Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies.
(Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

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Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/28/2021 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		

City of Santa Fe New Mexico
Memorandum

Date: April 20, 2021

To: Public Works and Utilities Committee, Quality of Life Committee, and Governing Body

Via: Jesse Roach, Water Division Director

From: Christine Chavez, Water Conservation Manager

RE: Mayor's Monarch Pledge

EXECUTIVE SUMMARY:
Mayor's Monarch Pledge Resolution is in alignment with the TreeSmart Santa Fe Initiative and the Bee City, USA designation and all three work together to consider the preservation and creation of pollinator habitats.

BACKGROUND:

The City's Water Conservation section is currently working with the Bee City, USA committee hosted by the Randall Davey Audubon Center to create a plant resource guide. There are many plant species that we are focusing on for native bees that also serve as habitats for the Monarch butterfly. The initiatives overlap and align with the City's TreeSmart Santa Fe Initiative.

ACTION REQUESTED:

Adopt the Resolution as presented.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell
Councilor Carol Romero-Wirth
Councilor Jamie Cassutt-Sanchez
Councilor Renee Villarreal

A RESOLUTION

SUPPORTING THE CITY OF SANTA FE JOINING THE NATIONAL WILDLIFE FEDERATION'S MAYORS' MONARCH PLEDGE TO PRESERVE THE MONARCH BUTTERFLY AND THE HABITAT UPON WHICH IT RELIES.

WHEREAS, the National Wildlife Federation's Mayors' Monarch Pledge program ("Pledge") began in 2015 to engage cities and communities in monarch and pollinator conservation; and

WHEREAS, between 2015 and 2020, the program welcomed over 600 mayors and heads of local and tribal governments who engaged 6 million people and restored more than 6,500 acres of monarch habitat; and

WHEREAS, mayors and others heads of local and tribal government are taking action to help save the monarch butterfly; and

WHEREAS, according to the National Wildlife Federation, eastern populations of the Monarch have declined by 90 percent and western populations by 99 percent in recent years; and

WHEREAS, the monarch's migration spans Mexico, the United States, and Canada; and

WHEREAS, the Tri-National Mayor's Monarch Pledge was created in 2017 to include pledges from local leaders in Mexico and Canada; and

WHEREAS, all three countries play a critical role in saving the monarch butterfly and the habitat it relies on; and

WHEREAS, in joining Pledge, U.S. cities, municipalities, and other communities commit to creating habitat for the monarch butterfly and pollinators and educating residents about how they can make a difference at home and in their community; and

WHEREAS, the City was recently designated a Bee City, USA and is working across departments to look for opportunities to protect and create pollinator habitats. Many of the native pollinator habitats the City is currently working on as part of its Bee City, USA initiative also serve as habitats for the monarch; and

WHEREAS, this project is in alignment with the 2021 Water Conservation scorecard, as well as in the City of Santa Fe Parks, Open Space, Trails and Recreation Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body supports the City's joining of the National Wildlife Federation's Mayors' Monarch Pledge, which will be fulfilled by the City's existing commitments to rebuild and protect the monarch butterfly's habitat, work collaboratively with community organizations to promote a recommended native plants list that saves water, and support habitats for native pollinators.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Supporting the Monarch Pledge

FIR No. 3312

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Mayor's Monarch Pledge

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities (Water Conservation) and Public Works (Parks Division)

Staff Completing FIR: Christine Chavez Date: 2/4/2021 Phone: 955-4219

Reviewed by City Attorney: _____ Date: Apr 22, 2021

Reviewed by Finance: Alexis Lotero Date: Apr 27, 2021
Alexis Lotero (Apr 27, 2021 17:33 MDT)

Summary:
The City of Santa Fe recently became designated a Bee City, USA and is working across departments to look for opportunities to protect and create pollinator habitats. Many of the native pollinator habitats that we are currently working on related to our recent Bee City, USA designation also serve as habitats for the Monarch. The work of the the Bee City, USA initiative, TreeSmart Santa Fe Initiative and now Monarch protection overlaps and incorporates many principles adopted by the Parks Division and Water Conservation Section.

Departments Affected:
Public Utilities Division (Water Conservation section) and the Public Works Department (Parks Division)

Consequences of Not Enacting Legislation:
An opportunity has presented itself for the Parks Division and the Water Conservation Section to work collaboratively with many other organizations to promote a recommended native plants list that not only saves water but also supports habitats for native pollinators. The Parks Division and the Water Conservation office already have plans in place to plant these plants and recommend them to the public, but the collaboration will allow for more cohesive messaging and collaboration with other City departments and community groups.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This item is directly related to the Resolution designating the City of Santa Fe as a Bee City, USA.

Performance and Administrative Implications:
The project will allow for Parks and Water Conservation to work collaboratively with other partners in the community on projects that overlap with this initiative.

Fiscal Implications:
Both Water Conservation Section and Parks Division have already established in their budgets funding for the planting of compatible plants. This project will allow for the Section and Division to collaborate, which will increase the City's opportunity to leverage each other's efforts of both. The work for this project has been identified in the 2021 Water Conservation scorecard as well as in the City of Santa Fe Parks, Open Space, Trails and Recreation Master Plan.

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:

City of Santa Fe, New Mexico
Memorandum

DATE: March 22, 2020

TO: Governing Body
Finance Committee
Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Rich Brown, Community Development Department Director Richard Brown

FROM: Randy Randall, Tourism Director Randy Randall

ITEM AND ISSUE:
Request for the Approval of Amendment #2 in the Total Amount of $175,000 for Advertising Contract; Vladimir Jones, increase for FY21; Randy Randall, rrandall@santafenm.gov, 955-6209.

BACKGROUND AND SUMMARY:

TOURISM Santa Fe is proposing to add $175,000 to the existing advertising contract with Vladimir Jones to increase the reach and impact of our restart messaging, with the intent of accelerating restoration of visitation to the city.

The current contract with Vladimir Jones for FY21 provides for a marketing budget of $1,300,000. This contract includes a base fee of $290,000 for agency services, $95,000 for production and other support services and $915,000 for direct, non-commissionable advertising. Approximately $650,000 of this has been reserved to support the restart effort and will be expended in the months of March, April, May and June.

During FY21, several planned uses of budget have not occurred due to the extended period of COVID-closures and inability for events to be produced. The film office was also able to be funded from prior year balances, making the planned new support unnecessary. As a result, there is an additional amount of $175,000 available in the Tourism Santa Fe budget that we recommend be added to the agency contract for direct, non-commissionable advertising with only 10% of the budget being used to service this additional buy. This will increase the restart advertising by 26% and provide much stronger support to our partners in our effort to bring more visitation to Santa Fe in the late spring, summer and fall months.

PROCUREMENT METHOD:
The procurement method is RFP '19/25/P.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200492.

FUNDING SOURCE:
The funding source is:
$140,000 – TBAR Attached
TSF Lodger's Tax Fund/Fund 213
TSF/VSF/2130521

Advertising/561850

$35,000
SFCCC/Fund 520
TSF/CCC/5206600
Advertising/561850

ACTION REQUESTED:
Approve the addition of $175,000 to the existing FY21 advertising contract with Vladimir Jones from available funds in the Tourism Santa Fe budget.

Contract No. _____
Munis No. 3200492

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2
Item#19-0384

THIS AMENDMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and seventy five thousand dollars ($175,000)**, such compensation not to exceed **$175,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three million seventy five thousand dollars ($3,075,000). 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.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

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

City Attorney's Office:

By: Marcos Martinez Date: Mar 25, 2021
Marcos Martinez (Mar 25, 2021 11:44 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:
Vladimir Jones (Praco)

By: Meredith Vaughan Date: Mar 30, 2021
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #21-00157691

Object/Org: 2130521.561850 - $140,000 – (BAR attached) & 5206600.561850 - $35,000

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (Praco)

Procurement Title: Advertising Agency of Record Services – Amendment #2 for FY21

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 Tourism Staff Name Jordan Guenther

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: _____

Jordan Guenther, Marketing Director TSF Jordan Guenther 3.26.2021
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway
Fran Dunaway (Apr 21, 2021 14:16 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 # **3200492**

Contractor: **Vladimir Jones (Praco)**

Description: **Advertising Agency of Record Services. Amendment #2 for FY21, increase compensation by $175,000**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **4/28/21** Term End Date: **6/30/21**

☐ Approved by Council Date: _____

Contract / Lease: **PSA is for Advertising Services for the City of Santa Fe**

Amendment # **2** to the Original Contract / Lease # **19-0384**

Increase/(Decrease) Amount $ **175,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Increase compensation by $175,000 for current FY21**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original #19-0384 began FY20 for $1,600,000 ($100,000 began in June 2020). Amendment #1, #20-0467,was to increase compensation for FY21 by $1,300,000 and extend the term date to 6/30/21.

3. Procurement History: **RFP '19/25/P**

Fran Dunaway (Apr 21, 2021 14:16 MDT)

Purchasing Officer Review: Apr 21, 2021 Date:

Comment & Exceptions: Amendment #1 for increase FY21

4. Funding Source: **2130521.561850 $140k&5206600.561850 $35k** Org / Object: **213/VSF, 520/CCC**

Alexis Lotero
Alexis Lotero (Apr 21, 2021 10:34 MDT)

Budget Officer Approval: Apr 21, 2021 Date:

Comment & Exceptions: **BAR is attached to move funds into VSF Advertising 2130521.561850**

Staff Contact who completed this form: **Antoinette Armijo-Rougemont** Phone # **x6210**

Email: **amarmijo@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2021

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 AssuredPartners Colorado 101 N Cascade Ave #410 Colorado Springs CO 80903	**CONTACT NAME:** Candi Chuburu **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** candi.chuburu@assuredpartners.com
INSURED PRACLTD-01 Praco LTD DBA Vladimir Jones 2 N Nevada Ave., Suite 1400 Colorado Springs CO 80903	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Hanover Insurance Company — 22292 INSURER B : Pinnacol Assurance — 41190 INSURER C : Philadelphia Indemnity Company — 18058 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1054186514 **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			ZH4-8824495-10	9/26/2020	9/26/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Priv&Sec, Cyber						Priv & Sec, Cyber	$ 50,000
A	AUTOMOBILE LIABILITY			AW4-884692-10	9/26/2020	9/26/2021	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	X UMBRELLA LIAB X OCCUR			UH4-8850592-10	9/26/2020	9/26/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1002922	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] 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	Cyber			PHSD1577930	9/26/2020	9/26/2021	Cyber Aggregate Limit	1,000,000
C	Crime			PHSD1577927	9/26/2020	9/26/2021	Crime Limit	500,000
C	Professional			PHSD1577779	9/26/2020	9/26/2021	Prof Aggregate Limit	2,000,000

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

Certificate Holder is recognized as Additional Insured with respects to liability policies (excluding Worker's Compensation) as required by written contract but only to the extent of such contract.

CERTIFICATE HOLDER

TOURISM Santa Fe
City of Sante Fe
201 West Marcy St.
Santa Fe NM 87501

CANCELLATION 30

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy 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 your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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

BUSINESS REGISTRATION

Business Name: VLADIMIR JONES
DBA: VLADIMIR JONES

Business Location: PO BOX 387
COLORADO SPRINGS, CO 80901

CRS Number: 03-436229-00-0

Owner: VLADIMIR JONES

License Number: 227045

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 25, 2022

Fees Paid: $10.00

VLADIMIR JONES
PO BOX 387
COLORADO SPRINGS, CO 80901

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 # 19-0384

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 **Vladimir Jones**, 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.**

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In

addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.
3) The Contractor shall submit periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the governing body shall furnish copies of them to the tax advisory board.

D. Production:

1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Six-Hundred Thousand dollars ($1,600,000), such compensation not to exceed One million six-hundred thousand dollars, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed One Million Six Hundred Thousand Dollars total contract price for the full term of the contract. 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. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of $100,000 dollars ($100,000) in FY19, and $1,500,000 in FY20. . **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $100,000 in FY19. The $100,000 in FY19 shall be used for Increased Production or Media (net) as approved by Client. The $1,500,000 in FY20 shall be broken down as follows:**

FY19 Increased Production and/or Media (net)	$100,000
Media (net)	$1,020,000
Production (net)	$150,000
Research/Other	$22,500
Travel	$5,000
Agency Services Retainer	$302,500
TOTAL	**$1,600,000**

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, 2020, with the option to renew three additional years** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

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

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

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

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

13. **Amendment.**

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

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

14. **Merger.**

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

15. **Penalties for violation of law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

20. **Other Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.

d. Umbrella: $1,000,000.

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. **Notices.**

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

To the City: TOURISM Santa Fe
Attn: Randy Randall
201 W. Marcy Street
Santa Fe, NM 87501

To the Contractor: Vladimir Jones
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO. 80903-3928

27. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Vladimir Jones

NAME AND TITLE

DATE: 6/4/19

CRS# 03-436229-00-0

Registration # 19-00157091

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg 5/29/2019

APPROVED AS TO FORM:

4/29/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

22108.561850

Item# 20-0467

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

Contract No.19-0384

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

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

1. **Compensation.**

Section 3, Compensation, is hereby amended to read as follows:

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million three hundred thousand dollars ($1,300,000)**, such compensation not to exceed **$1,300,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars ($2,900,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: Sep 16, 2020
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC

City Attorney's Office:

By: Marcos Martinez Date: Jul 8, 2020
Marcos Martinez (Jul 8, 2020 10:12 MDT)
Senior Assistant City Attorney

Approved:

By: Mary McCoy Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:

By: See Attached Date: _____
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: _____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8/10/20
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850 - $600,000
5206600.561850 - $700,000 AL

City of Santa Fe, New Mexico
Memorandum

DATE: July 13, 2020

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Randy Randall, Executive Director, Tourism Santa Fe

FROM: Jordan Guenther, Director of Marketing, Tourism Santa Fe /S/

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to the PSA with Vladimir Jones in the Total Amount of $1,300,000.00 for Advertising Agency services for Tourism Santa Fe.

BACKGROUND AND SUMMARY:

On January 11, 2019, the City advertised for request for proposals (RFP '19/25/P). This RFP was for professional services for TOURISM Santa Fe's Agency of Record (AOR). Vladimir Jones was selected to be the AOR and to provide agency services. Amendment #1 is to extend the term and increase the compensation amount for FY2021.

PROCUREMENT METHOD:

The procurement method was an RFP '19/25/P which resulted in the approval of contract #19-0384.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200492.

FUNDING SOURCE:

1) Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Advertising – 561850 - $600,000
2) SF Conv. Center Fund: 520/ CCC Operations – 5206600/Advertising – 561850 - $700,000

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #1 to the Professional Services Agreement with Vladimir Jones.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

a) Request for Approval of Amendment No. 2 to Contract No. 19-0384 with Vladimir Jones (Praco) to increase the compensation for FY21 in the amount of $175,000. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/26/2021
ISSUE NO. 8h Request for Approval of Amendment No. 2 to Contract No. 19-0384 with Vladminir Jones (Praco) to increase the compensation for FY21 in the amount of $175,000. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209) **Committee Review:** Public Works and Utilities Committee: 04/26/2021 Finance Committee: 05/03/2021 Governing Body: 05/12/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 05/03/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

h) Request for Approval of ITT Amendment #1 for MS Office 365 Vendor Name Change From Original Contract 18-1309 En Pointe Technologies to Insight Public Sector. Third Year of Three Year Term 11/26/2018 TO 11/26/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico

memo

DATE: April 7, 2021

TO: [redacted] Governing Body, May 12, 2021

VIA: Mary McCoy, Finance Director
Fran Dunaway, Purchasing Officer
Manuel Gonzales, Acting ITT Department Director

FROM: David C. Tapia, Contracts Administrator

SUMMARY: Amendment #1 to munis contract: 3202628 to update vendor name to reflect Insight Public Sector.

Background: ITT is requesting approval of Amendment# 1 to Munis Contract: 18-1309. In November 2018 the City of Santa Fe entered into a contractual agreement with En Pointe a reseller of Microsoft O365 with a term through November 2021. In 2020 Insight Public Sector the parent company absorbed En Pointe. Therefore, creating a necessity for amendment 1 to address the name change on contract 18-1309 Munis contract number 3201453 from En Point to Insight Public Sector. Due to Munis restrictions an established and posted contract cannot change the vendor in the system. In order to remedy the requested vendor name change a new contract was established in Munis under 3202628 for the final year of agreement 18-1309 and a change order to zero out the balance for Munis contract 3201453 has been submitted.

The original cost of contract was $345,822.52. Two years of the three year contract have been paid for, a total amount of $230,214.98. The final year of contract amount due is $115,607.54.
The third and final Year of Contract is for the period of 11/26/2020 through 11/26/2021
BUDGET: The cost for this contract is budgeted in EAS Software Subs: 6203600.530710

Action: Please approve this Amendment# 1 to Munis Contract: 3202628.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Microsoft O365 reseller Insight Public Sector

Procurement Title: Microsoft O365

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 ITT Staff Name David C. Tapia

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: Letter of Notification of Company Name Change Attached

David C. Tapia	Contracts Administrator	01/20/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Apr 20, 2021 14:32 MDT)	Chief Procurement Officer	Apr 20, 2021
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 # 3202628

Contractor: Microsoft O365 Reseller EN Pointe a PCM Co. (Insight Public Sector)

Description: Citywide Email Upgrade to meet the needs of archiving, mobility, collaboration, compliance, and security.

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: 11/26/2018 Term End Date: 11/26/2021

[☑] Approved by Council Date: 10/22/2018

Contract / Lease: Contractual Agreement

Amendment # 1 to the Original Contract / Lease # 18-1309munis3201458

Increase/(Decrease) Amount $ 0

Extend Termination Date to: No Extension

[☐] Approved by Council Date:

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original contract for Microsoft O365 was through reseller En Pointe. The parent company Insight Public Sector absorbed En Ponte in 2020. Therefore we are requesting approval of this amendment # 1 to update vendor name on contract number 3202628 to reflect the parent company Insight Public Sector. Updated SWPA 60-000-15-00020AD to reflect Insight Public Sector is attached.

3. Procurement History: Original Contract Procured through SWPA:60-000-15-00020AA

Jon Dunaway Apr 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment

4. Funding Source: EAS Software Subscriptions Org / Object: 6203600.530710

Alexis Lotero Apr 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: David C. Tapia Phone # 955-5523

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE
AMENDMENT No. 1 TO
En Pointe Technologies, a PCM Co. AGREEMENT
ITEM#18-1309
Munis Contract # 3200410

This AMENDMENT No. 1 (the "Amendment") amends the Agreement with En Pointe Techologies, a PCM Co., dated November 14, 2018 (the "Agreement"), between the **City of Santa Fe** (the "City") and **Insight Public Sector, Inc. formerly known as En Pointe Technologies, LLC, a PCM Co.** (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 Licenses of Products of original agreement between the City of Santa Fe and En Pointe, a PCM Co.

B. Pursuant to 14 (e) 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. NAME CHANGE

The Contractor, **En Pointe, a PCM Co,** is now known as **Insight Public Sector, Inc.** (See Exhibit "A" attached hereto).

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, City Mayor
DATE:

CONTRACTOR:
Insight Public Sector, Inc.

NAME
Lisanne Steinhiser
Global Compliance Officer
TITLE

DATE: 1/15/2021
CRS# 02-960205-00-3

Registration # 29398

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
[redacted]6203600.530710 AL
Business Unit Line Item

Insight
PUBLIC SECTOR

Exhibit A

February 6, 2020

To Whom It May Concern:

Please be advised that En Pointe Technologies Sales, LLC is a limited liability company whose sole member was PCM Sales, Inc. The parent company of PCM Sales, Inc. was PCM, Inc. On August 30, 2019, Insight Enterprises, Inc. acquired PCM, Inc., including all subsidiaries.

Effective August 30, 2019, En Pointe Technologies Sales, LLC became a subsidiary company of Insight Enterprises, Inc.

Insight Enterprises, Inc. is also the parent company of Insight Public Sector, Inc.

Should you have any questions or need further clarification, please contact me at lisanne.steinheiser@insight.com.

Sincerely,

Lisanne Steinheiser
Global Compliance Officer & Assistant Secretary

State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: **60-000-15-00020AD**

NASPO Mater Agreement: **ADSPO-16-138244**

NASPO Link:
https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Attached Participating Addendum**

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software VAR**

Term: **March 10, 2020 thru April 7, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. Taxes:
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5. Retainage.
Reserved

6. Performance Bond.
Reserved

7. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on **April 7, 2021**. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

8. Termination:

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement,

the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

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

9. Appropriations:

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, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency 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.

10. Status of Contractor:

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

11. 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. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase

contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency 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 Clause 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 Clause 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 Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

12. 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 Procuring Agency 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 the Terminations Clause of this Agreement, or to agree to the reduced funding.

13. 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.

14. Penalties for violation of law:

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

15. Equal Opportunity Compliance:

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

16. 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 Procuring Agency.

17. Applicable Law:

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

18. 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 Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

19. 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.

20. 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.

21. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

22. 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 Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone: (480) 366-7027
Email: SLEDcontracts@insight.com

23. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

24. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the

Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

26. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

27. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

28. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico 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, 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 Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

29. Default and Force Majeure:

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

30. 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 Procuring Agency.

31. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. 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 Procuring Agency.

32. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

33. Commercial Warranty:

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

34. Condition of Proposed Items:

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

35. Release:

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

36. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency 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 Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

37. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Account Executive	Sergio Torrez	sergio.torrez@insight.com
Sales Manager	Brandon Marvel	brandon.marvel@insight.com
Contracts	Pam Potter	sledcontracts@insight.com
Reporting	Virginia Mace	sledreporting@insight.com

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

38. Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including

attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

39. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

40. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no

increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

41. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement 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 Agreement). 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 State of New Mexico, General Services Department or other party to this Agreement 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.

42. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

43. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. **"Gross total sales"** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the *"State Purchasing Division."* This contract number

60-000-15-00020AD must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

44. **Lease Agreements:** ***Reserved***

45. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	**Insight Public Sector, Inc.**
Address	**6820 South Harl Avenue, Tempe, AZ 85283**
Contact	**Pam Potter**
Telephone	**(480) 366-7027**
E-mail	**SLEDcontracts@insight.com**

Participating Entity

Name	State of New Mexico
Address	1100 St. Francis Drive, Santa Fe, NM 87505
Contact	Vanessa LeBlanc
Telephone	(505) 827-0472
E-mail	Vanessa.LeBlanc@state.nm.us

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *[xxxxxx]*, as shown on the dedicated Insight Public Sector (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The Insight Public Sector dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Insight Public Sector, Inc.
Signature:	Signature:
Name: Mark Hayden	Name: John Carnahan
Title: State Purchasing Agent	Title: SVP – Business Development
Date: 3-12-2020	Date: March 6, 2020

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at ccc@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.

Microsoft ITEM # 18-1309 Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	E5623598

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0778267.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Santa Fe
Signature*	
Printed First and Last Name*	Alan Webber
Printed Title	Mayor
Signature Date*	11/26/2018
Tax ID	85-6000168

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Corporation OCT 30 2018 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	51044310
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. *Enrolled Affiliate's Enterprise.*

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Joshua **Last** Elicio
Contact email address* juelicio@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (505) 955-5576
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* **First** Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 95818
Country* United States
Contact name* Software Admin
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name* Steve DeAngelo
Printed title* operations specialist
Date* 11/2/18

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Enterprise Enrollment for O365 reseller is En Pointe a PCM Co.

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

11/15
11/11
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0778267.002

Language: English (United States)

Enrollment Number

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
O365 Gov Plans	
O365 GCC E3	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A

2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2021

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
Marsh USA Inc.
2325 E. Camelback Road
Suite 600
Phoenix, AZ 85016
Attn: Phoenix.CertRequest@marsh.com
CN101234622-PCM-GAUWP-20-21

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Continental Casualty Company	20443
INSURER B	Sentry Insurance A Mutual Co	24988
INSURER C	Endurance American Insurance Company	10641
INSURER D	National Fire Insurance Co Of Hartford	20478
INSURER E	Continental Insurance Company	35289
INSURER F	Sentry Casualty Company	28460

INSURED
Insight Public Sector, Inc.
6820 S. Harl Avenue
Tempe, AZ 85283

COVERAGES **CERTIFICATE NUMBER:** LOS-002542546-00 **REVISION NUMBER:** 0

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			6057351813	04/15/2020	04/15/2021	EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE L MIT APPL ES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	[ ] OTHER:							$	
D	AUTOMOBILE LIABILITY			6057351780	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
E	X UMBRELLA LIAB [X] OCCUR			6057351794	04/15/2020	04/15/2021	EACH OCCURRENCE	$	25,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	25,000,000
	[ ] DED [ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-05749-03 (AOS)	04/15/2020	04/15/2021	X PER STATUTE [ ] OTH-ER		
F	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH)	N / A		90-05749-04 (MA, WI, HI)	04/15/2020	04/15/2021	E.L. EACH ACC DENT	$	1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Technology E&O and Cyber			PRX10010993103	04/15/2020	04/15/2021	Per Claim		10,000,000
							Aggregate		10,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
Attn: David Tapia
200 Lincoln Ave
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kenneth Chau

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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: INSIGHT PUBLIC
DBA: INSIGHT PUBLIC

Business Location: 6820 S HARL AVE
GUADALUPE , AZ 85283

CRS Number: 02-960205-00-0

Owner: INSIGHT PUBLIC SECTOR INC.

License Number: 229398

License Type: Business License - Renewable

Issued Date: February 15, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 15, 2022

Fees Paid: $10.00

INSIGHT PUBLIC
6820 S HARL AVE
GUADALUPE , AZ 85283

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
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1186583 (NMRLD/AGD)
Name of Applicant: Opuntia Café, LLC
Doing Business As: Opuntia Cafe
Proposed Location: 1607 Alcadesa Street, Suite 201, Santa Fe, New Mexico 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on April 26, 2021 at 4:00 PM by video hearing, on the application of Opuntia Café, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

Restaurant beer & wine license with on premises consumption and patio service only.

Waiver from the City of Santa Fe as to the premises located within 300 feet of the nearest school.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. April 26, 2021 memo from City Clerk Kristine M. Mihelcic
    b. March 8, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer/ALJ Charmaine Martinez to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 1186583
    d. January 22, 2020 zoning verification from Land Use Planner Manager Noah Berke confirming that bars and "full service" restaurants with on-premises consumption of alcohol are a permitted use.
    e. Site plan
    f. March 2, 2020 letter from Camino de Paz Montessori Secondary School & Farm Education Director Patricia Pantano stating no objection to application.

g. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
h. April 15, 2021 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
i. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
j. City of Santa Fe Liquor License Request Supplemental Information

2. City Clerk Kristine Mihelcic presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on March 25, 2021 and April 2, 2021 and on the City's website.
6. The Application is for an existing business in a location that did not previously serve liquor.
7. The business is \open from 9AM to 10PM, Monday through Friday, and is expected to increase by 100 persons per day, with 150 customers driving and 50 walking.
8. Traffic is not expected to increase.
9. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
10. There will be a fully enclosed outdoor seating area.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the

transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423

3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. As a condition of doing business in the city, Applicant is required to comply with all applicable City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.

04/26/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: April 26, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Opuntia Café, LLC for a waiver of the 300 foot location restriction and a request for a Restaurant (Beer and Wine) Liquor License, with on-premise consumption and patio service.

BACKGROUND AND SUMMARY

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Opuntia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe, which is within 300 feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant (Beer and Wine) Liquor License, with on premise consumption and patio service, to be located at Opuntia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe.

Attached is a letter of no opposition from Patricia Pantano, Education Director of the Camino de Paz Montessori Secondary School & Farm.

Attached are staff reports regarding litter, noise and traffic. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all of the city's ordinances.

ACTION REQUESTED

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Certified Letter to Applicant
- Letter/ Camino de Paz Montessori Secondary School and Farm
- Staff Reports

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

2021 MAR 12 - CITY CLERK
01 PM 12

March 8, 2021

Certified Mail No.: 9171 9690 0935 0155 2457 97

City of Santa Fe
Attn: Yolanda Vigil, Clerk
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.:	**Application No. 1186583**
Name of Applicant:	Opuntia Café, LLC
Doing Business As:	Opuntia Cafe
Proposed Location:	1607 Alcaldesa Street, Suite 201, Santa Fe, New Mexico 87501

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted Conditional Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT BEER & WINE LIQUOR LICENSE WITH ON PREMISES CONSUPTION AND PATIO SERVICE ONLY. APPLICANT IS REQUESTING A WAIVER FROM THE CITY OF SANTA FE AS THE PREMISES IS LOCATED WITHIN 300 FT OF THE NEAREST SCHOOL.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

C. Martinez

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of the Floor Plan
5. Support letter

RECEIVED ABC Stamp
FEB 04 2021
ALCOHOLIC BEVERAGE CONTROL

ABC USE ONLY: Application Number: 1186583 Local Option District:

RESTAURANT LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

***Check appropriate boxes*:**

Application is for: ■ New Restaurant Liquor License

Applicant is: ☐ Individual ■ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual): Opuntia Cafe LLC

ADDRESS: 1607 Alcaldesa St. Suite 201 **CITY** Santa Fe **STATE** NM **ZIP** 87501

APPLICANT PHONE #: 510-504-5122 **BUSINESS PHONE #:** (505) 780-5796

D/B/A NAME TO BE USED: Opuntia Cafe

EMAIL ADDRESS (required): todd@opuntia.cafe

PHYSICAL LOCATION WHERE LICENSE IS TO BE USED: 1607 Alcaldesa St. Suite 201

CITY Santa Fe **STATE** NM **COUNTY** Santa Fe **ZIP** 87501

MAILING ADDRESS: 1607 Alcaldesa St. Suite 201 **CITY** Santa Fe **STATE** NM **ZIP** 878501

Agent/Contact Person: Todd Spitzer **Phone#:** 510-504-5122 **Email:** todd@oputua.cafe

Are alcoholic beverages currently being dispensed at the proposed location? ☐ **Yes** ■ **No If Yes, License # / Type:**

I, (print name) Todd Spitzer, as (title) Managing Member being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: Date: 1/14/2021

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe

SUBSCRIBED AND SWORN TO before me this 14 day of Janvary

By: Todd Spitzer Notary Public:

My Commission Expires: 06-30-2021

OFFICIAL SEAL
Sylvia M. Werber
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 06-30-2021

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: City, County, Village

Public Hearing held on , 20 . Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official:

FOR ALCOHOLIC BEVERAGE CONTROL DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: Date:

RECEIVED
FEB 04 2021
ALCOHOLIC BEVERAGE CONTROL

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ■ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): 500 Market Street LLC

B. Date and Term of Lease: July 19, 2019 10 year lease

3. Premises location is Zoned (*example C-1, see Zoning Statement*): BCDRED,

☐ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: Our Lady of Guadalupe Miles/feet: 1320 feet

Address/location of Church: 417 Agua Fria St, Santa Fe, NM 87501

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School Camino de Paz Montessori School Miles/feet 500 ft

Address/location of School: 1607 Paseo de Peralta, Santa Fe, NM. 87501

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one:* Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

80 m.

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐Lounge ■ Restaurant ☐ Package Grocery ☐ Racetrack

☐ Hotel ☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

RECEIVED
FEB 04 2021
ALCOHOL & GAMING
CONTROL

January 22, 2020

New Mexico Regulations and Licensing Department
Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, NM 87504-5101

RE: Zoning Verification for 1607 Alcaldesa Street, Suite 201 Santa Fe, New Mexico

To Whom it May Concern,

According to the Official Zoning Map, this property is zoned BCDRED, Business-Capitol District within the Redevelopment/Railyard District.

14-4.3(E) BCD Business-Capitol District
In recognition of the fact that the economic health of the City depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic well-being while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the City.

Bars and "full service" restaurants with on-premises alcohol consumption are permitted uses within the BCD zone.

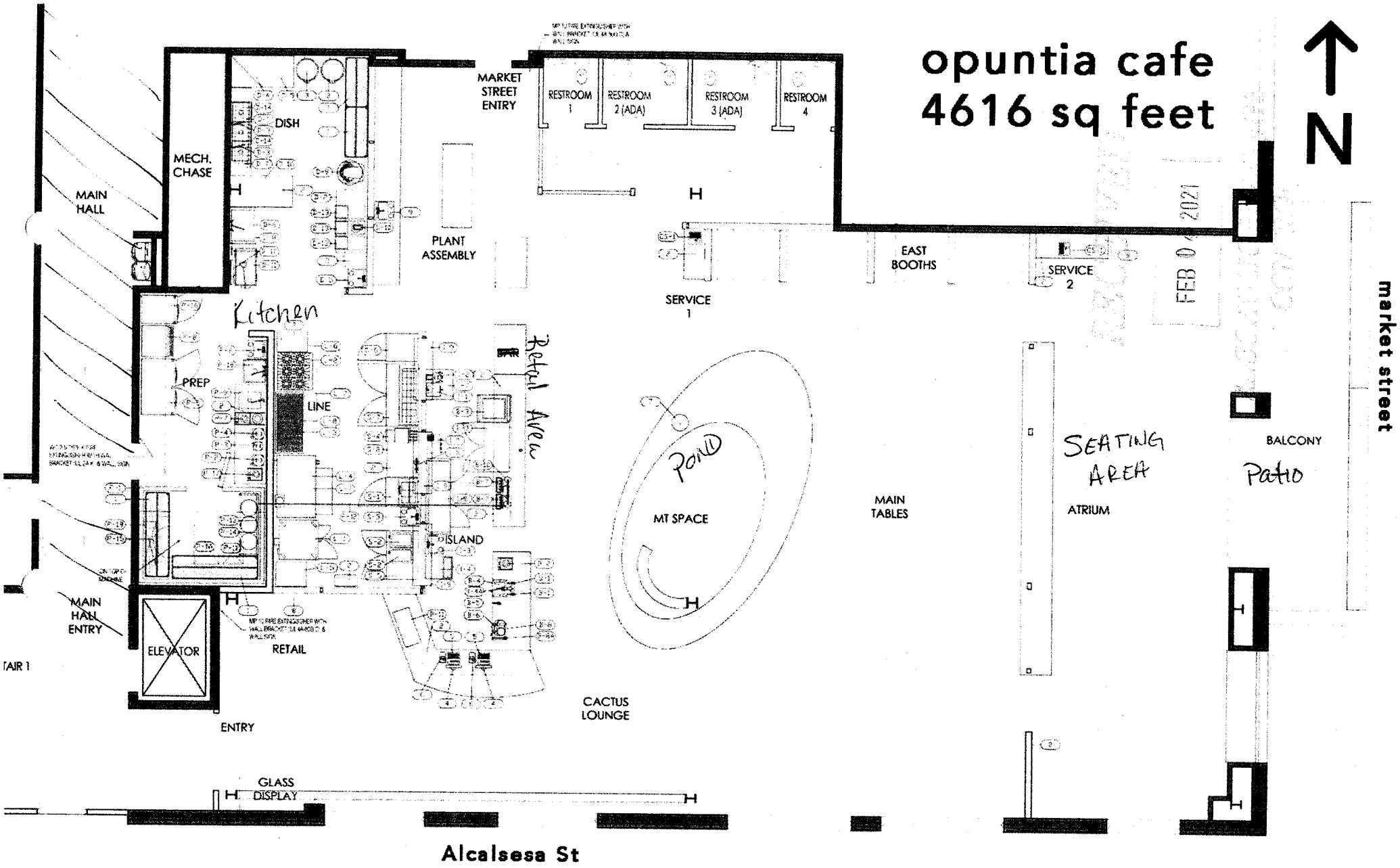
For full listing of allowed uses, reference Chapter 14 "Land Development", Article 14-6 "Permitted Uses and Use Regulations", Table 14-6-1-1 "Table of permitted Uses"(http://clerkshq.com/default.ashx?clientsite=Santafe-nm). Development standards for the Townscape Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1.

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at nlberke@santafenm.gov or 505-955-6647.

Noah Berke

Noah Berke
Land Use Planner Manager
City of Santa Fe, New Mexico


opuntia cafe
4616 sq feet
N
MARKET STREET ENTRY
RESTROOM 1
RESTROOM 2 (ADA)
RESTROOM 3 (ADA)
RESTROOM 4
DISH
MECH. CHASE
MAIN HALL
PLANT ASSEMBLY
SERVICE 1
EAST BOOTHS
SERVICE 2
FEB 0 4 2021
Kitchen
PREP
LINE
Retail Area
ISLAND
RETAIL
MAIN HALL ENTRY
ELEVATOR
ENTRY
POND
MT SPACE
MAIN TABLES
SEATING AREA
ATRIUM
BALCONY
Patio
market street
CACTUS LOUNGE
GLASS DISPLAY
Alcalsesa St

Camino de Paz
Montessori Secondary
SCHOOL & FARM

March 2, 2020

Alcoholic Beverage Control Division
c/o Andrew Vallejos
2550 Cerrillos Road, 2nd Floor
Santa Fe, New Mexico 87505

Re: Waiver of distance requirement to Camino de Paz Montessori School & Farm to licensed premises

Dear Mr. Vallejos:

My name is Patricia Pantano and I am the Education Director of Camino de Paz Montessori Secondary School & Farm located at 1607 Paseo de Peralta, Santa Fe, NM.

It is my understanding that Optunia Cafe is applying for a Liquor License at the property at 1607 Alcaldesa Street, Suite 201, Santa Fe, NM.

We understand that the property measures less than 300' from the Camino de Paz Montessori School & Farm location.

Camino de Paz Montessori School & Farm does not object to the waiver of the distance to our school, nor to the issuance of these liquor license being applied for by Optunia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe, NM.

Sincerely,

Patricia a. Pantano

Patricia Pantano
Education Director
patriciap@caminodepaz.net
505-231-2819

FEB 04 2021

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a virtual public hearing at 4:00 p.m. on Monday, April 26, 2021.

The purpose of this public hearing is to discuss a request from Opuntia Café, LLC 1607 Alcaldesa Street, Suite 201, Santa Fe, New Mexico 87501, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Opuntia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe, which is within 300 feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant Beer and Wine Liquor License, with on premise consumption and patio service, to be located at Opuntia Cafe, 1607 Alcaldesa Street, Suite 201, Santa Fe.

All interested citizens are invited to attend this public hearing.

Kristine Mihelcic (Mar 22, 2021 14:31 MDT)

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: March 22, 2021
To Be Published: March 26, 2021 &
April 2, 2021

By _____
The Santa Fe New Mexican (Signature)

April 26, 2021 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Opuntia Cafe, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Opuntia Cafe, 1607 Alcaldesa Street, Suite 201, Santa Fe, which is within 300 feet of Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of Restaurant (Beer & Wine) Liquor License with on-premise consumption only and patio service. This license will be located at the Opuntia Cafe,1607 Alcaldesa Street, Suite 201, Santa Fe.

SANTA FE NEW MEXICAN

Founded 1849

OPUNTIA CAFE
91 Sibley Rd
Santa Fe, NM 875081432

ACCOUNT:	S29059	
AD NUMBER:	10816	
LEGAL NO	88177	P.O.#:
2 TIME(S)	107.90	
AFFIDAVIT	10.00	
TAX	9.94	
TOTAL	127.84	

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Shaundel Moya, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 88177 a copy of which is hereto attached was published in said newspaper 2 day(s) between 03/26/2021 and 04/02/2021 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 26th day of March, 2021 and that the undersigned has personal knowledge of the matter and thngs set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 5th day of April, 2021

Notary Susan Larine Cahoon

Commission Expires: 11/20/2024

OFFICIAL SEAL
Susan Larine Cahoon
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 11/20/2024

LEGAL #10816

LEGAL # 88177

CITY OF SANTA FE

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b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant Beer and Wine Liquor License, with on premise consumption and patio service, to be located at Opuntia Cafe, 1607 Alcaldesa Street, Suite 201, Santa Fe.

All interested citizens are invited to attend this public hearing.

/s/Kristine M. Mihelcic
City Clerk

Pub.: Mar. 25, Apr. 2, 2021

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

April 22, 2021

Todd Spitzer
Opuntia Café, LLC
1607 Alcaldesa Street, Suite 201
Santa Fe, New Mexico 87501

RE: Request from Opuntia Café, LLC for a waiver of the 300 foot location restriction to allow the sale of alcohol, which is within 300 feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B and consideration of a request for a Restaurant Beer and Wine Liquor License, with on premise consumption and patio service, to be located at Opuntia Cafe, 1607 Alcaldesa Street, Suite 201, Santa Fe.

Dear Mr. Spitzer:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, April 26, 2020, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on Friday, April 23, 2021.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their May 12, 2021 meeting.

Attached is a copy of the initial notice for the public hearing that was scheduled for April 23, 2020.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6521.

Sincerely,

Kristine Mihelcic (Apr 23, 2021 16:51 MDT)

Kristine M. Mihelcic
City Clerk

gfc

Enclosure

Camino de Paz
Montessori Secondary
SCHOOL & FARM

March 2, 2020

Alcoholic Beverage Control Division
c/o Andrew Vallejos
2550 Cerrillos Road, 2nd Floor
Santa Fe, New Mexico 87505

Re: Waiver of distance requirement to Camino de Paz Montessori School & Farm to licensed premises

Dear Mr. Vallejos:

My name is Patricia Pantano and I am the Education Director of Camino de Paz Montessori Secondary School & Farm located at 1607 Paseo de Peralta, Santa Fe, NM.

It is my understanding that Optunia Cafe is applying for a Liquor License at the property at 1607 Alcaldesa Street, Suite 201, Santa Fe, NM.

We understand that the property measures less than 300' from the Camino de Paz Montessori School & Farm location.

Camino de Paz Montessori School & Farm does not object to the waiver of the distance to our school, nor to the issuance of these liquor license being applied for by Optunia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe, NM.

Sincerely,

Patricia a. Pantano

Patricia Pantano
Education Director
patriciap@caminodepaz.net
505-231-2819

FEB 04 2021

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

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Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: April 15, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Elias Isaacson
Eli Isaacson, Director, Land Use Department

FROM: Jason Sena, Zoning and Code Enforcement Supervisor

ITEM & ISSUE

Litter and noise impact assessment, due to a request from Opuntia Café, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Opuntia Cafe, 1607 Alcaldesa Street, Suite 20, Santa Fe, which is within 300 feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant Beer and Wine Liquor License, with on premise consumpstion and patio service, to be located at Opuntia Café, 1607 Alcaldesa Street, Suite 201.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

1607 Alcaldesa Street, Suite 201
BCD
ROMERO ST
CAMINO DE LA FAMILIA
W MANHATTAN AVE
ALCALDESA ST
MARKET ST
MANHATTAN AVE

City of Santa Fe

Liquor License Request
Supplemental Information

John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant: Opuntia Cafe, LLC
   D/B/A Name to be used: Opuntia Cafe
   Physical location where license is to be used: 1607 Alcaldesda St. Suite 201, Santa Fe, NM, 87501
   Applicant Telephone Number: (505) 780-5796

2. Type of liquor license request:
   X New license (indicate type: Restaurant Beer + Wine)
   ___ Transfer of location (indicate type: _____)
   ___ Transfer of ownership (indicate type: _____)
   ___ Transfer of ownership and location (indicate type: _____)

3. Is this an existing business?
   X Yes
   ___ No

4. Does the location where this license will be located currently sell liquor?
   ___ Yes
   X No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   Mon-Friday, 9AM-10PM
   If the hours of operation will change due to the sale of liquor, indicate the revised hours.

6. If this is a new business, indicate the anticipated hours of operation of the business.

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   __ Business is expected to increase (number of customers per day: 100)
   __ Business is expected to decrease (number of customers per day: _____)
   __ Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.
   300

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk.
   150 Number of customers who drive
   50 Number of customers who walk

10. Has liquor ever been sold at this location?
   ___Yes
   X No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
   __ Traffic can be expected to increase on adjacent streets.
   X Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
   X Yes
   ___No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
   X Yes
   ___No

Name of person completing this form: Todd Spitzer
Telephone number: 510-504-5122
Date: March, 29, 2021

(For City Use Only)

Based upon the information provided above, staff has the following comments:

X It does not appear that the approval of this request will create any unacceptable traffic impacts.

___It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___Other comments: _____

By: Jaime A. Rubio
Title: Engineering Division Director
Date: April 13, 2021

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

i) Request for Approval of ITT Contract for Motorola Solutions for Emergency Communications Repair in the Amount of $273,676.60 for The Term Of 05/12/2021 to 07/31/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico

memo

DATE: **April 23, 2021**

TO: **Finance Committee (May 03, 2021)**

Public Works Committee (May 11, 2021)

Governing Body (May 12, 2021)

VIA: **Manuel Gonzales, Interim ITT Director**

FROM: **David C. Tapia, Contracts Administrator D.T.**

SUMMARY: Request for Approval of Funding in the Amount of $273,676.60 for Installation, Modifications and Quality Verification of Communications Software, Hardware and Bandwidth to Meet Adequate Needs for Emergency Communications.

Summary: ITT along with the Fire and Police departments are requesting use of funding in the amount of $273,676.60 in order to complete the process of moving, installing, and implementing the necessary modifications to the new Public Safety Radio System (P25 System) as prescribed in section III (Statement of Work) of the Emergency Determination Form attached with this packet.

Communications Error: City of Santa Fe Fire Department, City of Santa Fe Police Department, and ITT Department have identified disruptions in communication with the new Public Safety Radio System (P25 system) that was installed at the Los Montoyas tower. In particular, the First Responders in the field are not receiving an adequate signal and experiencing several dead zones throughout the City. This means emergency communication can suddenly drop or responders may experience inadequate communication with dispatch.

This communication error must be addressed with urgency to ensure safety for staff and the public. Through discussion and field testing with Motorola, it was determined that replacing the (no longer supported) XLT radios to the modern APX radios would mitigate the issue, and service has improved since these replacements were made. The next step to achieve maximum functionality is to Move the 15 channel P25 equipment from Los Montoyas site back to the "Prime" Buckman site.

Motorola Solutions is assisting the City of Santa Fe in this matter. They have been

consulted and have provided best possible solutions.

Action: Please approve Contract and the requested use of funding in the amount of $273,676.60.

Budget: Funding from 3653501.572400.

Procurement: Motorola SWPA 10-00000-20-00048AH

Contract: 3202653

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Motorola / Corrective Action to Repair Emergency Response Communications Error

Procurement Title: Motorola SWPA 10-00000-20-00048AH

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

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

Department Requesting ITT/Fire Department/Police Department Staff Name David C. Tapia

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:

David C. Tapia	Contracts Administrator	04/08/2021
Department Rep Printed Name (attesting that all information included)	Title	Date

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202653

Contractor: Motorola / Corrective Action to Repair Emergency Response Communications Error

Description: Motorola Solutions has assessed the Emergency Communications Error and has developed a detailed solution to adequately address the error in communications to ensure the disruptions between first responders and dispatch are corrected.

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: May 12, 2021 Term End Date: July 31, 2021

☐ 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)

This is original contract. With a request for Emergency Use of Funding and procured with Motorola Statewide Pricing Agreement 10-00000-20-00048AH

3. Procurement History: Motorola SWPA 10-00000-20-00048AH / Emergency Determination Request

Fran Dunaway (Apr 30, 2021 09:11 MDT) Apr 30, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issued through an SWPA. exp. 7/1/21---

4. Funding Source: 1/2% GRT Org / Object: 3653501.572400

Andy Hopkins (Apr 29, 2021 11:06 MDT) Apr 29, 2021

Budget Officer Approval: Date:

Comment & Exceptions: note: please use appropriate PL code when requisition/PO is done

Staff Contact who completed this form: David C. Tapia Phone # 505-955-5523

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Information Technology & Telecommunications	4/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
1/2% GRT Income Fund (ITT) / Inventory Exempt Equipment	3653501	572400		273,677	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
1/2% GRT Income Fund (ITT) / Gross Receipts Tax	3650001	401400		(273,677)	
				$ -	$ -

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

Use of GRT projected to come in above budgeted estimates for Public Safety Radios (see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Andy Hopkins	4/23/2021	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	Alexis Lotero (Apr 23, 2021 16:43 MDT)	
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**	Budget Officer	Date
N/A		*City Council Approval Date*	*N/A*	
Division Director Signature *{optional}*	Date		Finance Director *{≤ $5,000}*	Date
Manuel Gonzales (Apr 23, 2021 16:39 MDT)		*Agenda Item #:*	*N/A*	
Department Director Signature	Date		City Manager *{≤ $60,000}*	Date

MOTOROLA SOLUTIONS

CITY OF SANTA FE

SITE MOVE APRIL 20, 2021

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2021 Motorola Solutions, Inc. All rights reserved.

MOTOROLA SOLUTIONS

April 29, 2021

Manuel Gonzales
City of Santa Fe
200 Lincoln Ave,
Santa Fe, NM 87501

Dear Manuel,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to present the attached proposal for the City of Santa Fe Site Move from Los Montoya's back to the Prime Site. With your support, and through collaboration among the Motorola Solutions and Santa Fe team members, we have developed a solution that best suits your current requirements, and establishes a strong foundation supporting your future public safety two-way radio efforts.

The proposal shall remain valid for a period of 60 days from the date of this cover letter and the pricing is pursuant to the New Mexico State Contract #10-00000-20-00048 and the terms and conditions of the enclosed Communication, Systems & Services Agreement ("CSSA"), together with its Exhibits, and this cover letter. City of Santa Fe may accept this proposal by issuing its purchase order to Motorola containing the following language: "This purchase is placed against NM State Contract number 10-00000-20-00048, and Motorola's proposal ("Proposal") dated 04/20/21 and the terms and conditions contained in the Proposal. The terms and conditions of NM State Contract number 10-00000-20-00048, the CSSA and the Proposal apply to this purchase and supersede all other terms and conditions, express or implied, including any preprinted or other terms and conditions contained in this Purchase Order."

Motorola appreciates your consideration of this Proposal and please feel free to contact Manny Barreras, Motorola Solutions Account Manager at 505-850-8194.

We thank you for the opportunity to furnish the City of Santa Fe with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.
Walter Whately
Area Sales Manager,
Motorola Solutions, Inc.

TABLE OF CONTENTS

Section 1

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Section 2

Pricing Summary 2-1

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SECTION 1

STATEMENT OF WORK

This Statement of Work (SOW) describes the deliverables to be furnished to the City. The tasks described herein will be performed by Motorola, its subcontractors, and the City to implement the ASR site move. It describes the actual work involved in installation, identifies the installation

standards to be followed, and clarifies the responsibilities for both Motorola and the City during the project implementation.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions

of the sites to be used for the new system. Should any of the sites change, a revision to the

SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that

may occur during the execution of the project.

Motorola is proposing, per request by the City, a move of the ASR equipment from the "Camino De Los Montoyas" site to "Prime" site.

1.1 ASSUMPTIONS

Motorola has based the system design on information provided by the City and an analysis of the system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract shall require an additional change order.

- The City will supply all primary and backup power. Motorola assumes that the existing electrical panels at each site have load and breaker capacity for the new equipment being provided.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola does not guarantee coverage for the ASR ("Prime") Site. Coverage maps provided are for information only. Coverage verification pricing is included as an option for purchase. While not a coverage guarantee, the coverage verification uses purpose built test equipment to verify the coverage map predictions with actual drive tests within the City, and can also simulate in-building coverage in specific locations.
- The City is responsible for the site link between the ASR Site ("Prime") Site and the Master Site ("RECC"). A link test will be performed to verify performance of the existing microwave link.
- While every effort has been considered to minimize downtime, there will be a minimum of two brief periods of site trunking while zone and domain controllers are rebooted to integrate the site move. During these brief periods, the dispatch console system will not

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have access to the ASR site. Dispatch communications will require the use of a portable radio to continue communications with field personnel.

- Sufficient space exists for installation of three equipment racks at the Prime site. Move of the existing analog Smartnet system racks is the responsibility of the City, and no assistance can be offered by Motorola due to obsolescence of this equipment.
- All existing equipment has been installed in a manner that meets current R56 standards.
- Tower modifications or replacements are not included in this proposal. Any structural modifications that are required based upon the structural analysis reports are the responsibility of the City.
- The previously included option for tower mapping and structural analysis was removed by the City. Tower mapping and structural analysis are now the responsibility of the City. Motorola will not engage in any Prime Site tower work until notice to proceed letter is provided by the City of Santa Fe.
- The City is responsible for relocating the analog Smartnet antennas off of the "Prime" site tower should the structural analysis indicate the need to do so. Motorola can be contracted to provide this service if necessary.
- The City has asked that the antennas and coaxial feedline stay in place and not be removed at the Los Montoyas radio site. Motorola is not responsible for decommissioning this equipment.
- Wall penetrations are existing at the Prime site for new coax/waveguide.
- Motorola assumes that space is available on the existing tower to accommodate the new antenna networks consisting of one receive antenna network and two transmit antenna networks.
- The City will provide Type 1 and Type 2 surge suppression for the equipment rooms per R56 requirements.
- The timeline provided as part of this proposal is preliminary in nature, and subject to change. It is meant to be representative of the schedule required to implement the scope of work of this proposal. The final Project Schedule will be customized to the City and finalized during Design Review.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola provided receiver(s). Should the City system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by Motorola's R56 Guidelines for Communications sites.
- A new system warranty is not considered in this proposal. The current system warranty, which began January 15, 2021, will continue with this equipment after relocation.The new antenna systems and tower top amplifier will carry the manufacturer's standard one year warranty from the date of shipment, and the installation of the new antennas and tower top amplifier will be warrantied for one year from the date of installation.

1.2 PROPOSED TIMELINE

- Assumes the structural analysis is complete, notice to proceed is given, and the site shelter is ready for installation of equipment.

Task	Days
Install antenna systems	**10**
Develop drawings and cutover plan	**3**
Site walk at Prime site shelter Develop drawings (rack, floorplan, antenna, network drawings) for Prime site Develop power plan for new equipment at Prime site Create step-by-step cutover plan	
Develop Final coverage maps and Coverage Verification Test	**2**
Site Prep and Cutover	**5**
Perform link test for the MW link at Prime Site Run ethernet cables from MW equipment to location of new equipment at Prime Site and to the Zone core at Dispatch Develop and load new TnCT files (routers and switches) into system Push new TnCT config files to Core routers and switches (may require a short site trunking event at Los Montoyas) Verify space and power drops at Prime Site for new equipment Perform antenna line sweeps (DTF, VSWR, etc) on the new TX (2) and RX (1) systems Load new site license software in Core	
Relocate 5 channels to Prime Site	**4**
Disable 5 channels at Los Montoya site (Rack 3) Activate other channels to keep 10 channels active at Los Montoyas site (coordinate with the old system to maintain 5 channels on the analog system) Disconnect cables (antennas and network) for ESS rack 3 Remove power to ESS rack 3 Relocate rack 3 to Prime Site Connect new cables (antennas and network) to rack 3 at Prime site Connect power to rack 3 Connect new router for rack 3 to MW link and verify active connection Re-Configure equipment (network, base stations, site controller, etc) as Site 2 Perform site 2 configuration work in Zone Core (UEM, UNC, Provisioning Manager) Turn off 5 of the 10 channels at Los Montoya site Put the Prime Site 5-channel site on the air Perform PTT tests to verify site operation Verify customer radios are roaming to the site	
Relocate remaining 10 channels to Prime Site	**5**

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Task	Days
Disable the remaining 10 channels at Los Montoya site Disconnect cables (antennas and network) for ESS racks 1 & 2 Remove power to ESS racks 1 & 2 Relocate the racks to Prime Site Connect new cables (antennas and network) to racks 1& 2 at Prime site Connect power to racks 1 & 2 Connect rack 1 routers to MW link and verify active connections Turn on 5 of the 10 channels in racks 1 & 2 Perform PTT tests to verify operation Verify customer radios are roaming to the site Turn off 5 channels in Rack 3 Turn on 5 additional channels in racks 1 & 2 (coordinate with the old system to maintain 5 channels on the analog system) Reprogram Rack 3 equipment as Site 1 Connect rack 3 equipment to racks 1 & 2 (network cables and RX line) Reorganize the 10 frequencies to be spread across the 3 racks (coordinate with the old system to maintain 5 channels on the analog system) Monitor site for activity to verify site operation Perform clean-up work in Zone core (UEM, UNC, Provisioning Manager)	
Coverage Verification Option	**14**
Create coverage test grids in Hydra Configure Voyager coverage test kits Perform testing - estimate 2 people x 5 days Crunch data and create final report	
R56 Audit	**5**
Final Punchlist and Documentation	**2**
Total estimated duration (days)	**50**

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 2

PRICING SUMMARY

Description	Price
Implementation Services	$196,805.00
Option: Coverage Verification	$30,815.00
Infrastructure Equipment	$31,257.25
Discount: NM State Contract 00048 - Infrastructure	($3,125.73)
NM State Tax on Implementation Services	$17,925.08
Total Services and Infrastructure	**$273,676.60**

SECTION 3

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and **City of Santa Fe, NM** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Payment"

Exhibit B Technical and Implementation Documents

B-1 "Pricing Summary & Equipment List" dated ___April 19, 2021_____

B-2 "Implementation Statement of Work" dated __April 19, 2021_____

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the

System(s) is (are) described in the Technical and Implementation Documents.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, or services related to system implementation means one (1) year from the date of Beneficial Use. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of the expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. RESERVED.

3.6. RESERVED.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. RESERVED.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's

issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment pursuant to the applicable maintenance and support Statements of Work. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance during the Warranty Period; or 2) continue or expand maintenance, installation after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, will be included in the Maintenance and Support Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any

assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is **$$273,676.60**. If applicable, a pricing summary is included with the Payment schedule in Exhibit A. Motorola has priced the Services and Equipment as an integrated System. A change in Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, and/or subscription services which are not included in the Contract Price may be listed in Exhibit A, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit A. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Motorola will pack

and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_Manuel Gonzales
Address:PO Box 909 Santa Fe NM 87504
Phone:505-231-1749

E-INVOICE. To receive invoices via email:
Customer Account Number:1011658616

Customer Accounts Payable Email:itt@santafenm.gov

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:City of Santa Fe Radio Shop

Address:301 Montezuma Santa Fe NM 87501

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____(Same as Above)

Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents,

the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

RESERVED.

Section 9 SYSTEM ACCEPTANCE

RESERVED.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. RESERVED.

10.4. EXCLUSIONS TO EQUIPMENT WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment warranty claim, Motorola

will (at its option and at no additional charge to Customer) repair the defective Equipment, replace it with the same or equivalent product, or refund the price of the defective Equipment. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance to 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, Motorola 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.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the Customer 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 Customer 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 NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCTS PURCHASED BY THE CUSTOMER HEREUNDER.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or

other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment own and retain all of their respective Proprietary Rights in the Equipment, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment,

or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 RESERVED.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2 APPROPRIATIONS The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. In the event the Customer, or, if applicable, the Customer Board, fails to appropriate funds for this Agreement, the Customer may terminate this Agreement (in whole or part) at any time for any reason. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for the portion of the Contract Price attributable to the Equipment, and/or Software delivered, and all services performed, on or before the effective date of the termination; If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses.

17.3. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment with the prior written consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, with the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work with the prior written consent of the Customer, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.4. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.5. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.6. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind. The parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and Motorola. 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.

17.7. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.10 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.12. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to

correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: If any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.14. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

CITY OF SANTA FE:

_____

Alan Webber, City Mayor

DATE:_____

ATTEST:

_____

KRISTINE BUSTOS MIHELCIC, CITY CLERK

MOTOROLA

_____

Name & Title

Date: 4/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 28, 2021 14:14 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Apr 29, 2021 11:14 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

Business Item/Line Item: 3653501.572400

Exhibit A
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **100% of the Contract Price due upon contract execution (due upon effective date);**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
11 Awarded Vendors- See pages 6&7 for details

Email:
Telephone No.:

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number**:** **10-00000-20-00048**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **See pages 6&7**

RL

Procurement Specialist**:** **Raelynn Lujan**

Telephone No.**:** **505-827-0484**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Communications, Radio Equipment, Parts, Accessories and Related Services**

Term**:** **November 18, 2020 thru November 17, 2022**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/13/2020

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested

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(AH) 0000013468
Motorola Solutions Inc
13096 Collections Center Dr.
Chicago, IL 60693-0000
(505) 850-8194
manny.barreras@motorolasolutions.com

Delivery: FOB
Preference: Resident

(AI) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX 79922
(915) 584-6646
mercy@rtcinc.org
omar@rtcinc.org

Delivery: 1-8 weeks

(AJ) 0000137644
Southwest Customs LLC
17 HWY 82
Alamogordo, NM 88310
Office: (575) 488-1340
Cell: (650) 283-4471
collier@swcustoms.net

Delivery: As requested; at the discretion
or purchase/end user/ requisitioner

(AK) 0000046297
Specialty Corporation
PO Box 23277
Albuquerque, NM 87192
(505) 294-6100

Delivery: same day if in stock,
if not 2-8 weeks

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Specifications:

Supplemental Terms and Conditions

General
This is a Statewide Price Agreement; therefore, there is no guarantee of the minimum quantities of items or services to be purchased.

Offerors submitting bids must be authorized employees of the company they represent who can fulfill all terms and conditions of the resulting Statewide Price Agreement.

Multiple Awards
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1- 154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery.

Awards will be made to meet the best interests of the State of New Mexico.

Term
The term of this agreement shall be for a two (2) year term from date of award with the option to extend every two (2) years up to a maximum of ten (10) years; by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed ten (10) years.

Pricing in the agreement is based on a fixed percentage off the published list price. These percentages are fixed during the first two years of the agreement. Amended percentages off the published list price may be negotiated after the second year at the discretion of State Purchasing.

Agreement Performance Monitoring
Monitoring the performance of the awarded contractor is a key function to ensure that the contractor is performing all duties in accordance with the awarded Price Agreement. All performance or monitoring will be documented and shared with any local public body or State agency utilizing the Price Agreement. They will be made aware of and addressed any developing problems or concerns. Pursuant to the Procurement Code, Sections 13-1-161 and 13-1- 182 the State reserves the right to evaluate and monitor the performance of this Price Agreement.

Reporting Requirements
At the request of State Purchasing, Contractor agrees to submit reports or other documentation in accordance with the Terms and Conditions of the ITB and Statewide Price Agreement. If the Contractor fails to submit reports to NM State Purchasing Division in a timely and satisfactory manner, any such reports, documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Statewide Price Agreement.

Equipment Warranty
All items proposed by the bidder should be warranted for defects in materials and workmanship for a minimum of one (1) calendar year, or the manufacture's standard U.S. warranty period, from the date of delivery to the purchaser. If the bidder is the manufacturer of any item proposed or sells that item under its own brand label, the warranty offered to the State of New Mexico under this procurement should be as

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favorable as any warranties provided to other governmental or retail customers. The bidder should provide the authorized purchaser with any manufacturer warranty information or registration materials for items proposed or supplied as a result of this procurement.

In the event defects become evident within the manufactures warranty period, the vendor shall furnish replacement parts and materials at no additional cost to the State.

Extended Warranty
If the radio equipment is subject to an extended warranty option, it should be so noted and the price(s) of the extension(s) should be included in the Equipment and Services Schedule (ESS) Template for schedule is included in bid pricing response form.

Out of Warranty Repair Service and Parts
The bidder may agree to service and repair all equipment sold to authorized purchasers under the scope of this procurement for the term of the awarded Price Agreement.

Send-in maintenance coverage must be offered for all items sold if the vendor bids such a service. Such servicing and repairs may be performed on either a time and materials basis or maintenance agreement basis at the option of the purchaser for purchased equipment and should be provided throughout the life of the Price Agreement.

The bidder may include on their ESS a guaranteed maximum hourly rate for time and a price for parts for repair of their equipment that is beyond the standard warranty. All repair parts are to be available to the Agency if they choose to do their own repairs at the above repair parts prices.
The bidder should also agree to perform upgrades, updates, and/or modifications approved by the equipment's manufacturer on send-in time and material basis, fixed fee basis or make the materials required for the modification/upgrade availableto the Agency for self-installation.

Warranty on Repairs
The bidder should guarantee all repairs, upgrades or modifications for at least 90 days from the date of repair and should perform all repairs using materials and techniques in accordance with manufacture's specifications. The bidder may decline to perform any repair, upgrade or modification not recommended or approved by the equipment's manufacturer; however, if the bidder agrees to perform such repairs, upgrades or modifications, the repair should be guaranteed for a period of at least 90 days from the date of repair.

Technical Support
All contractors should make available prompt factory level technical support of all items they offer to the Agency. This support may be by means of a telephone call and/or email to the factory or a factory representative at a "district level."
This requirement may also be met by a visit from an onsite technical representative from the manufacturer. The technical support should be available during regular business working hours Monday through Friday.

Engineering Support
All contractors may provide pricing for engineering services including but not limited to system design, traffic routing, path analysis, microwave path budgeting, frequency planning, structural analysis, feasibility studies, terrain analysis, site development, system documentation and system trouble shooting.

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Discontinued Items
During the term of this Price Agreement, should the manufacturer discontinue any of the items on the ESS, the vendor shall attempt to furnish a replacement item that is equal to or better than the discontinued item. The final price of the replacement item shall be similar to the discontinued item. The using entity reserves the right to accept the replacement item. After evaluating the replacement item, the Agency reserves the right to cancel the portion of the Price Agreement and re-bid if it is deemed in the best interest of the State of New Mexico.

Training Costs
The bidder may include on the ESS a list of all training classes, seminars, etc. that are available for the equipment offered to the Agency in the bid. The bidder should list the price of each class, the location where each is held, whether or not they are offered online, the duration of each and the maximum number of students per class. The bidder should also indicate which, if any, might be conducted at a location in New Mexico and approximate cost for a given number of students. Video presentations in DVD and internet based streaming format are recognized as viable training programs and should be included in the offerors catalog or bid if available. The video training programs must be of the same technical level as the live classroom instruction provide by the bidder.

Shipping
This is a Statewide Price Agreement; therefore it can be used by all government entities in New Mexico, allowed by law. Each using entity will have its own delivery location(s). The Contractor must verify the delivery location at the time of order.
Equipment order by Department of Information Technology will be shipped to the address below.

Public Safety Communications
State Police Complex
4491 Cerrillos Road
Santa Fe, NM 87505

Scope of Procurement:

The State of New Mexico General Services Department/State Purchasing Division, ("SPD"), is seeking fully certified resellers or manufacturers that will provide **Communications, Radio Equipment, Parts, Accessories and Related Services** to support the State's current and future communications infrastructure.

The results of this bid will establish multiple Statewide Price Agreements.

The pricing for all Communications, Radio Equipment, Parts, Accessories and Related Services must not include New Mexico Gross Receipts Tax (NMGRT). However, the services are subject to the NMGRT and are applicable to the current rate for the period, which the services are performed.

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by user Agency

It is preferable that the offeror maintain and guarantee accessibility to their catalog URL or direct link, for the duration of the awarded Price Agreement. It is desirable, although not required, for the awarded contractor to provide historic pricing information upon request. The awarded Contractor shall provide all quotes and invoices listing both the list price of catalog items as well as the discounted price for each item. The ability to add new Communications, Radio Equipment, Parts, Accessories and Related Services to the awarded

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Contractor's URL or direct link is to the benefit of the procuring agencies, authorized purchasing entities and the Contractor. The purpose is for the State to continue to keep up with advancing technology. All Communications, Radio Equipment, Parts, Accessories and Related Services must be commercially available at the time the award is made and when additional Communications, Radio Equipment, Parts, Accessories and Related Services are added to the catalog.
Any additions must fall within the original scope and intent of this ITB.

Specifications:

A. Radio Communication Equipment
Including Receivers/Pagers; Land Mobile Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios in accordance with current industry standards; Base Stations, Repeaters and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 capable stations and repeaters); Communication Control Console Systems; Portable Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios); Radio Trunking Control Systems, ancillary equipment and software; Radio Communications Towers and associated equipment; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband, WiFi and LTE (to include commercial and Band 14 FirstNet compatible devices); Networking including System-wide and local Interoperability Solutions; Biometric Applications.

B. Emergency Response Command and Control Equipment and Services
This Invitation to Bid (ITB) will establish a Statewide Price Agreement for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by New Mexico's state agency or local public bodies. Actual operators of the equipment will be "first-on-the- scene" emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.

C. Mobile Command Interoperable Communication Equipment and Services
This ITB will establish a Statewide Price Agreement for systems and equipment for voice, data and video communication interoperable for mobile command systems. Access to wide area network may be via optional satellite, optional wireless (WiFi) optional video network interfacing, optional networking (including public or private LTE systems) and gateway interfaces. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident command Systems (ICS) as applicable.

D. Implementation Services
This category was added to describe the types of services the Bidder may choose to offer in order to integrate and implement the various products offered in Categories A, B and C above, into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by the Bidder in the other categories. These services may include support to system design, installation integration, system or component optimization, testing, training, obtaining certifications…etc. Bidders may bid integration or implementation services for products from any or all of the Categories. It is preferable that bidders bid integration services for all products for which the bidder is submitting a bid.

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New Mexico Administrative Reporting and Fees: All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if Contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division". This Price Agreement number 10-00000-20-00048 must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

Method of Award:

The New Mexico State Purchasing Division will establish a Statewide Price Agreement for **Communications, Radio Equipment, Parts, Accessories and Related Services**.

It may be impossible to list all the specific components that may be required for **Communications, Radio Equipment, Parts, Accessories and Related Services**; therefore, equipment, parts, accessories and related services may be listed in an equipment catalog or equipment and Services Schedule using an updated and working URL Link.

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Vendors are encouraged to update their equipment offered with the latest technologies applicable to the Price Agreement. The same discounts will apply to any equipment added to the price agreement.

The State of New Mexico reserves the right to obtain bids from any and all successful bidders for **Communications, Radio Equipment, Parts, Accessories and Related Services** and award the bid to a contractor or multiple contractors based on price, percentage discounts, schedule and the ability to perform satisfactorily. Awards will be made to meet the best interests of the State of New Mexico.

I. The Bidders expecting to sell **Communications, Radio Equipment, Parts, Accessories and Related Services** by a specific manufacturer, as a result of this procurement must submit a minimum percentage **(%) discount off MSRP** for that particular manufacturer type. If no discount is being offered (but you can provide the type) for a specific product then the discount must be listed as 0%.

1. The Bidders must provide at least one (1) or more Manufacturer Type(s)
2. Product Category
3. Account Product Code (APC)
4. Item
5. Short Description
6. MSRP Percentage (%) Discount

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

II. **Implementation Services, Maintenance & Support:** At a minimum, the Bidder may provide a fixed hourly or fixed daily rate for the following services, if the bidder offers these services:

1. System Technician or Technologist
2. Standard Shop Installation
3. Mobile Radio Installation
4. Radio Programming
5. Training
6. Post-Warranty Maintenance
7. Support Services – Implementation
8. Support Services – Post Implementation
9. Project Management Services

In cases where post warranty, maintenance, and support services are quoted based on an annual, system-level pricing, the vendor shall indicate "system" and provide such pricing in the individual bids.

III. The bidder must provide a working URL Link to their catalog(s) if the bidder maintains such a catalog.

IV. The Bidders must be a fully certified reseller or manufacturer for the Communications, Radio Equipment, Parts, Accessories and Related Services proposed for this bid.

***** End of Specifications *****

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Items Awarded:
Listed in pages below

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II. Implementation Services: Software Integration, Hardware Installation and Training

		Vendor (AA)		Vendor (AB)		Vendor (AC)		Vendor (AD)		Vendor (AE)	
No.	Service	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
1	System Technician Technologist	0%	$125.00	0%	$125.00	No Bid	No Bid	0%	$175.00	No Bid	No Bid
2	Standard Shop Installation	0%	$95.00	0%	$95.00	No Bid	No Bid	0%	$125.00	No Bid	No Bid
3	Mobile Radio Installation	0%	$105.00	0%	$95.00	No Bid	No Bid	0%	$150.00	No Bid	No Bid
4	Radio Programming	0%	$95.00	0%	$55.00	No Bid	No Bid	0%	$100.00	No Bid	No Bid
5	Training	0%	$125.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
6	Post-Warranty Maintenance	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
7	Support Services – Implementation	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
8	Support Services – Post Implementation	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
9	Project Management Services	0%	$125.00	0%	$175.00	No Bid	No Bid	0%	$150.00	No Bid	No Bid

		Vendor (AB)		Vendor (AD)	
Additional Items by Vendors:		MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
10	Design Engineering	0%	$250.00	0%	$250.00
11	Senior System Engineer	0%	$300.00	0%	$300.00
12	Consulting	0%	$200.00	0%	$200.00
13	Staging	0%	$500.00	0%	$200.00
14	Travel Per-diem	0%	$150.00	0%	$200.00
15	Travel Mileage	0%	$0.55	0%	$100.00

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Vendor (AF)		Vendor (AG)				Vendor (AH)		Vendor (AI)		Vendor (AJ)		Vendor (AK)	
MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)			MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$1,805.00 Daily Rate	0%	$95.00	n/a	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$150.00 Per hour	0%	$95.00	n/a	$75.00	0%	$170.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$180.00-$500.00 Per hour	0%	$95.00	n/a	$75.00	0%	$170.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$55.00-$125.00 per hour	0%	$95.00	100% w/purchase	$75.00	0%	$30.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	n/a	$75.00	0%	$85.00
No Bid	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	n/a	$75.00	0%	$85.00

Vendor (AF)			
	Additional Items by Vendors:	MSRP % Discount	$ Rate (indicate Hourly or Daily)
10	Extended Warranty Options (as per speivications instructinos)	30%	**See Appendix ___**

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III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

Vendor	Links
Vendor (AA)	See Appendix _
Vendor (AB)	www.code3services.com/catalogs.html Sales@code3services.com
Vendor (AC)	mike.wieke@emwaveinc.com www.emwaveinc.com www.nearson.com sales@emwaveinc.com
Vendor (AD)	
jeffg@ets.us.com Vendor (AE)	No Bid
Vendor (AF)	http://www.icomamerica.com/clientproposal
Vendor (AG)	https://premier.pspc.harris.com/infocenter/ https://www.harris.com/solution/pspc-technical-training
(AH)	http://www.motorolasolutions.com/en_xu/product-catalog-search.html
Vendor (AI)	URL Links not available. Price Catalogs are available upon request.
Vendor (AJ)	https://www.dropbox.com/s/q15ochcos5cx6zo/BK%20June%202020%20Retail%20Price%20List.pdf?
dl=0 Vendor (AK)	No Bid

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BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

A. Radio Communication Equipment
B. Emergency Response Command and Control Equipment and Services
C. Mobile Command Interoperable Communication Equipment and Services
D. Implementation Services

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount:
1	Microsemi	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
2	9dot NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
3	Access Technologies	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
4	ACTi	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
5	Adtran	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
6	Advanced Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	3%
7	Advanced Tower Services	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
8	Advancetec/ACT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
9	Airspan	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
10	AirSpan Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
11	Alber	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
12	AlertSense	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
13	Alvarion	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
14	Alvarion	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
15	Amphenol	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
16	Andrew	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
17	Andrew Commscope	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
18	Anritsu	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
19	Aranet	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
20	Asentria	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
21	Asset Management	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
22	Astron	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
23	Aviat	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
24	Axell Wireless	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
25	Axis Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
26	Baicells	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
27	BDA Bi Diretional Amp	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
28	Bendix King / Relm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	8%

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Vendor (AA)

29	Bird	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
30	Brickcom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
31	BridgeWave Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
32	Broken Arrow Electric	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
33	Brother	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
34	CalAmp	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
35	Cambium Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
36	CBNL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
37	Cel-Fi by Nextivity	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
38	Cellular Specialties	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
39	Ceragon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
40	Cisco Systems	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
41	Citel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
42	Cobham	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
43	Codan Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
44	Code 3	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
45	CommScope	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
46	Crane Services of NM	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
47	DAS Distributed Antenna Ssystems	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
48	David Clark	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
49	DDB Unlimited	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
50	Dell	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
51	DigiKey	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
52	Dragonwave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
53	DuraComm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
54	DVL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
55	EF Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	8%
56	EMR Corp.	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
57	EnviroBuilding	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
58	Ericsson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
59	Exalt Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
60	Extralink	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
61	Extreme	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
62	Extreme Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
63	Extricom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
64	FCC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
65	Federal Signal	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
66	Fiplex Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
67	FireCom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
68	Firetide	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%

69	Fontech	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
70	Freedom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
71	FreeWave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
72	G Wave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
73	Gaitronics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
74	Gamber Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
75	Gamma Electronics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
76	Garmin	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
77	Generac	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
78	General Dynamics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
79	General Electric	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
80	Generators and UPS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
81	GeoTechnical	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
82	Getac	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
83	grounding	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
84	G-Wave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
85	Havis	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
86	HVAC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
87	ICOM	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
88	ICT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
89	Installation	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
90	Integra Enclosures	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
91	Interference	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
92	Iridium	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
93	Itelite	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
94	ITS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
95	JPS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
96	Juniper Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
97	Kenwood EF Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	15%
98	KP Performance Antennas NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
99	L3 Mobile Vision	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
100	L3Harris	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	15%
101	Laird	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
102	LTE	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
103	MARS Antennas	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
104	Maxrad / PC Tel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
105	MCM Technology	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
106	Megger	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
107	Mercury Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
108	Microwave Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%

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109	Midland	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
110	MikroTik	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
111	Mimosa	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
112	Mobile Mark	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
113	Mor-Co	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
114	Motorola Solutions, Inc.	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	12%
115	MP Antenna	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
116	MTI Wireless Edge	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
117	NEC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	3%
118	netElastic Systems NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
119	NetworkFleet	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
120	NEWMAR	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
121	Nokia	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
122	Nomadix	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
123	Novi Security	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
124	On Site Repair	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
125	Otto	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
126	Paessler	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
127	Panasonic	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
128	PC Tel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
129	PCTEL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
130	Pepro	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
131	Polyphaser	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
132	Power Products	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
133	Preventative Maintenance	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
134	Primus	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
135	PRO Tower	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
136	Programming	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
137	Project Management	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
138	Proxim	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
139	Pulse Larsen	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
140	Pyramid	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
141	Radio Rental Services	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
142	Radio Waves Inc	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
143	Radiowaves	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
144	Radwin	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
145	Raetheon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
146	Redline Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
147	RFS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
148	Ridgeline Engineering	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%

149	Rohn	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
150	Ruckus	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
151	Sabre	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
152	Samsung	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
153	Santa Cruz	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
154	Service Maintenance	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
155	Setcom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
156	shelter	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
157	SIAE MICROELETTRONICA	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
158	Siklu	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
159	Sinclair	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
160	Site Pro Valmont	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
161	Site Survey	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
162	SkyPilot by Trilliant	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
163	SmartPTT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
164	SOLiD	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
165	Solis Energy	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
166	SPINNER Group	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
167	Sti-Co	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
168	Tait	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
169	Talley	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
170	Teldio	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
171	Telewave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
172	Telex	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
173	Tessco	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
174	ThermoBond	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
175	Times Microwave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
176	Tower Analysis	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
177	Tower Inspection	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
178	Tower Shelter	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
179	Towers	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
180	Transtector	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
181	TruckVault	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
182	Trylon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
183	TX/RX	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
184	Tycon Systems NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
185	Ubiquiti	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
186	Video Solutions	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
187	Videotec	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
188	Vumii	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%

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Vendor (AA)

189	WaveIP	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
190	Westell	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
191	Whelen	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
192	Wilson Electronics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
193	Wincomm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
194	WinnCloud	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
195	Winncom Technologies	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
196	Xirrus by Cambium	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
197	Zetron	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
198	Tariff Charges from Vendor	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	passthrough - no

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State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048
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III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

No.	Manufacturer	URL Link
1	Microsemi	www.winncom.com
2	9dot NEW	www.winncom.com
3	Access Technologies	www.atisw.com
4	ACTi	www.winncom.com
5	Adtran	https://www.adtran.com/
6	Advanced Communications	https://www.advtwoway.com/
7	Advanced Tower Services	https://www.advtower.com
8	Advancetec/ACT	https://advancetec.com/
9	Airspan	www.winncom.com
10	AirSpan Networks	www.airspan.com
11	Alber	https://alpinepowersystems.com/
12	AlertSense	https://www.konexus.com/alertsense/
13	Alvarion	http://www.alvarion.com/
14	Alvarion	www.winncom.com
15	Amphenol	https://www.amphenol.com/
16	Andrew	www.winncom.com
17	Andrew Commscope	https://www.commscope.com/
18	Anritsu	https://www.anritsu.com/en-us/
19	Aranet	www.winncom.com
20	Asentria	https://www.asentria.com/
21	Asset Management	www.advtwoway.com
22	Astron	https://www.astroncorp.com/
23	Aviat	https://aviatnetworks.com/
24	Axell Wireless	www.axellwireless.com
25	Axis Communications	www.winncom.com
26	Baicells	www.winncom.com
27	BDA Bi Diretional Amp	www.advtwoway.com
28	Bendix King / Relm	https://www.bendixking.com/
29	Bird	https://birdrf.com/
30	Brickcom	www.winncom.com
31	BridgeWave Communications	www.winncom.com

32	Broken Arrow Electric	no website
33	Brother	https://www.brother-usa.com/
34	CalAmp	https://www.calamp.com/
35	Cambium Networks	https://www.cambiumnetworks.com/
36	CBNL	www.winncom.com
37	Cel-Fi by Nextivity	www.winncom.com
38	Cellular Specialties	https://www.westell.com/
39	Ceragon	https://www.ceragon.com/
40	Cisco Systems	www.winncom.com
41	Citel	www.winncom.com
42	Cobham	https://cobhamwireless.com/
43	Codan Communications	https://codancomms.com/
44	Code 3	https://www.code3esg.com/
45	CommScope	https://www.commscope.com/
46	Crane Services of NM	www.craneserviceinc.com
47	DAS Distributed Antenna Ssystems	www.advtwoway.com
48	David Clark	https://www.davidclarkcompany.com/
49	DDB Unlimited	www.winncom.com
50	Dell	www.dell.com
51	DigiKey	www.digikey.com
52	Dragonwave	https://www.dragonwavex.com/
53	DuraComm	www.winncom.com
54	DVL	www.dvlnet.com
55	EF Johnson	www.efjohnson.com
56	EMR Corp.	http://www.emrcorp.com/
57	EnviroBuilding	www.envirobuildings.com
58	Ericsson	www.winncom.com
59	Exalt Communications	www.winncom.com
60	Extralink	www.winncom.com
61	Extreme	https://www.extremenetworks.com/
62	Extreme Networks	www.winncom.com
63	Extricom	www.winncom.com
64	FCC	www.advtwoway.com
65	Federal Signal	https://www.fedsig.com/
66	Fiplex Communications	www.winncom.com
67	FireCom	https://www.firecom.com/
68	Firetide	www.winncom.com
69	Fontech	www.winncom.com
70	Freedom	http://freedomcte.com
71	FreeWave	www.winncom.com

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72	G Wave	https://gwaverf.com/
73	Gaitronics	https://www.hubbell.com/gai-tronics
74	Gamber Johnson	https://www.gamberjohnson.com/
75	Gamma Electronics	www.winncom.com
76	Garmin	www.garmin.com
77	Generac	www.generac.com
78	General Dynamics	https://www.gd.com/
79	General Electric	www.ge.com
80	Generators and UPS	no website
81	GeoTechnical	www.advtwoway.com
82	Getac	https://www.getac.com/
83	grounding	no website
84	G-Wave	https://gwaverf.com/
85	Havis	https://www.havis.com/
86	HVAC	www.advtwoway.com
87	ICOM	http://www.icomamerica.com
88	ICT	www.winncom.com
89	Installation	www.advtwoway.com
90	Integra Enclosures	www.winncom.com
91	Interference	www.advtwoway.com
92	Iridium	https://www.iridium.com/
93	Itelite	www.winncom.com
94	ITS	http://www.itstowers.com/
95	JPS	https://www.jpsinterop.com/
96	Juniper Networks	https://www.juniper.net/us/en/
97	Kenwood EF Johnson	https://www.kenwood.com/usa/com
98	KP Performance Antennas NEW	www.winncom.com
99	L3 Mobile Vision	https://www.mobile-vision.com/
100	L3Harris	https://www.l3harris.com/
101	Laird	https://www.lairdtech.com/
102	LTE	www.advtwoway.com
103	MARS Antennas	www.winncom.com
104	Maxrad / PC Tel	https://www.pctel.com/
105	MCM Technology	www.mcmtechnology.com
106	Megger	https://megger.com/
107	Mercury Networks	www.winncom.com
108	Microwave Networks	https://www.microwavenetworks.com/
109	Midland	https://midlandusa.com/
110	MikroTik	www.winncom.com
111	Mimosa	www.winncom.com

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112	Mobile Mark	https://www.mobilemark.com/
113	Mor-Co	https://www.morcobattery.com/
114	Motorola Solutions, Inc.	https://www.motorolasolutions.com
115	MP Antenna	www.winncom.com
116	MTI Wireless Edge	www.winncom.com
117	NEC	www.nec.com
118	netElastic Systems NEW	www.winncom.com
119	NetworkFleet	https://www.networkfleet.com
120	NEWMAR	https://www.newmarpower.com/
121	Nokia	https://www.nokia.com/
122	Nomadix	www.winncom.com
123	Novi Security	www.winncom.com
124	On Site Repair	www.advtwoway.com
125	Otto	https://www.ottoexcellence.com/
126	Paessler	www.winncom.com
127	Panasonic	https://na.panasonic.com/
128	PC Tel	https://www.pctel.com/
129	PCTEL	www.winncom.com
130	Pepro	www.advtwoway.com
131	Polyphaser	https://www.polyphaser.com/
132	Power Products	https://www.powerproducts.com/
133	Preventative Maintenance	www.advtwoway.com
134	Primus	https://www.primuselectronics.com/
135	PRO Tower	www.protowermfg.com
136	Programming	www.advtwoway.com
137	Project Management	www.advtwoway.com
138	Proxim	https://www.proxim.com/
139	Pulse Larsen	https://www.pulseelectronics.com/
140	Pyramid	http://www.pyramidcomm.com/
141	Radio Rental Services	www.advtwoway.com
142	Radio Waves Inc	www.winncom.com
143	Radiowaves	https://www.radiowaves.com/
144	Radwin	https://www.radwin.com/
145	Raetheon	https://www.raytheon.com/
146	Redline Communications	www.winncom.com
147	RFS	https://www.rfsworld.com/
148	Ridgeline Engineering	www.rdgline.com
149	Rohn	https://www.rohnnet.com/
150	Ruckus	https://www.ruckussecurity.com/
151	Sabre	www.sabreindustries.com

152	Samsung	www.winncom.com
153	Santa Cruz	https://santacruzgunlocks.com/
154	Service Maintenance	www.advtwoway.com
155	Setcom	https://setcomcorp.com/
156	shelter	no website
157	SIAE MICROELETTRONICA	www.winncom.com
158	Siklu	www.winncom.com
159	Sinclair	http://www.sinclairtechnologies.com/
160	Site Pro Valmont	www.valmontstructures.com
161	Site Survey	www.advtwoway.com
162	SkyPilot by Trilliant	www.winncom.com
163	SmartPTT	https://smartptt.com/
164	SOLiD	www.winncom.com
165	Solis Energy	www.winncom.com
166	SPINNER Group	www.winncom.com
167	Sti-Co	https://sti-co.com/
168	Tait	www.taitradio.com
169	Talley	https://www.talleycom.com/
170	Teldio	https://www.teldio.com/
171	Telewave	https://www.telewave.com/
172	Telex	https://telex.com/
173	Tessco	https://www.tessco.com/
174	ThermoBond	www.thermobond.com
175	Times Microwave	https://www.timesmicrowave.com/
176	Tower Analysis	www.advtwoway.com
177	Tower Inspection	www.advtwoway.com
178	Tower Shelter	www.advtwoway.com
179	Towers	www.advtower.com
180	Transtector	www.winncom.com
181	TruckVault	https://truckvault.com/
182	Trylon	www.winncom.com
183	TX/RX	https://txrx.com/
184	Tycon Systems NEW	www.winncom.com
185	Ubiquiti	https://www.ui.com/
186	Video Solutions	www.advtwoway.com
187	Videotec	www.winncom.com
188	Vumii	www.winncom.com
189	WaveIP	www.winncom.com
190	Westell	https://www.westell.com/
191	Whelen	https://www.whelen.com/

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192	Wilson Electronics	https://www.wilsonelectronics.com/
193	Wincomm	www.winncom.com
194	WinnCloud	www.winncom.com
195	Winncom Technologies	www.winncom.com
196	Xirrus by Cambium	www.winncom.com
197	Zetron	https://www.zetron.com/

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Code 3 Services, LLC

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	KENWOOD	LMR Radio	N/A	CURRENT CATALOG	KENWOOD LMR RADIOS AND ACCESSORIES	25%
2.	BK TECHNOLOGIES	LMR Radio	N/A	Current Catalog	BK Radios & Accessories	30%
3.	Harris	LMR Radio	N/A	Current Catalog	Harris Radios and Accessories	25%
4.	Harris Software	LMR Software	N/A	Current Catalog	Harris Software	10%
5.	Unication USA	LMR Radio	N/A	Current Catalog	Unication Fire Pagers and Accessories	10%
6.	Pyramid	LMR Radio	N/A	Current Catalog	Pyramid Vehicle Repeaters	25%
7.	Tait	LMR Radio	N/A	Current Catalog	Tait Radios and Accessories	20%
8.	Motorola	LMR Radio	N/A	Current Catalog	Motorola Radios and Accessories	10%
9.	Zetron	LMR Radio	N/A	Current Catalog	Zetron Radio Consoles, Paging, and Accessories	15%
10.	MindShare	LMR Radio	N/A	Current Catalog	MindShare Dispatch Console and Accessories	10%
11.	Codan	LMR Radio	N/A	Current Catalog	LMR Repeaters	15%
12.	DTRS Airtime	LMR Radio	DTRS	Current Catalog	Monthly Radio System Airtime	0%
13.	OTTO	Accessories	N/A	Current Catalog	Radio Accessories	20%
14.	Icom America	LMR Radio	N/A	Current Catalog	Icom LMR Radio & Accessories	25%
15.	Impact	Accessories	N/A	Current Catalog	Radio Accessories	15%
16.	JPS Interop	LMR Radio	N/A	Current Catalog	Interop Gateways and Voters	5%
17.	Other	LMR Radio	N/A	Current Catalog	Other LMR Radio Not Listed	5%
18.	Sinclair	LMR Radio	N/A	Current Catalog	Radio Antenna and Filtering	15%
19.	CommScope	Accessories	N/A	Current Catalog	Coax, Connectors, & Accessories	15%
20.	Laird	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
21.	Pulse / Larsen	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
22.	RF Industries	Accessories	N/A	Current Catalog	Connectors, Coax, & Accessories	20%
23.	Tram Browning	Accessories	N/A	Current Catalog	Antennas, Coax, & Accessories	20%
24.	Sti-Co	Antenna	N/A	Current Catalog	Antennas, Coax & Accessories	10%
25.	Telex	LMR Radio	N/A	Current Catalog	Dispatch Console, Tone Remote	10%
26.	Power Products	Accessories	N/A	Current Catalog	Batteries, Chargers, & Accessories	15%
27.	David Clark	Accessories	N/A	Current Catalog	Radio Headsets and Accessories	10%
28.	Hytera	LMR Radio	N/A	Current Catalog	Radios & Accessories	25%
29.	Mimosa	LMR Network	N/A	Current Catalog	LMR Radio Network & Accessories	10%
30.	Repair Depot	LMR Radio	N/A	Current Catalog	Depot Factory Repair Service LMR	0%

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Electro-Magwave, Inc

E/M Wave, Inc.
6111 Carey Drive, Unit 1 Valley View, OH 44125
Mike Wienke - Business Development Manager
mike.wienke@emwaveinc.com

State of New Mexico - Communications, radio equipment, parts, accessories and related services
Event 10-00000-20-00048 MSRP/ Discount Price List - *Confidential* *Effective September 30, 2020*
Phone: 216-453-1160 Ext.8329
Cell Direct: 216-242-0244
Fax: 815-904-6052

Model	Description	MSRP	State of New Mexico Price	State of New Mexico Discount
NMO Cables - Mounts				
EM-BSA001	Antenna Adapter, NMO to Type N Jack, 0 to 3000 MHz	$23.10	$11.55	50.00%
EMBKT-016SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 5/8" Hole, Stainless Steel	$18.00	$9.00	50.00%
EMBKT-019SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 3/4" Hole, Stainless Steel	$19.00	$9.50	50.00%
EM-M11001	NMO 3/4" Hole Mount Only, No Cable	$10.00	$5.00	50.00%
EM-M11001-058	NMO Mount, 17' RG58/U cable, 30-1000 MHz, no connector	$19.00	$9.50	50.00%
EM-M11001-058-35	NMO Mount, 35' RG58/U cable, 30-1000 MHz, no connector	$36.00	$18.00	50.00%
EM-M11001-195	NMO Mount, 17' RF195 low loss cable, 30-1000 MHz, no connector	$27.00	$13.50	50.00%
EM-M11001-195-35	NMO Mount, 35' RF195 low loss cable, 30-1000 MHz, no connector	$48.00	$24.00	50.00%
EM-MAG-058	Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector	$39.00	$19.50	50.00%
EM-MAG-195	Magnet Mount Base, NMO, Black w/17' Low Loss195 cable attached, no connector	$49.00	$24.50	50.00%
EM-MAG-058-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector (50 lbs pull strength)	$49.00	$24.50	50.00%
EM-MAG-195-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector (50 lbs pull	$59.00	$29.50	50.00%
EM-MTR11001	NMO Thick Roof Mount Only	$18.00	$9.00	50.00%
EM-MTR11001-058	NMO Thick Roof Mount w/17' RG58/U cable attached, no connector	$23.00	$11.50	50.00%
EM-MTR11001-195	NMO Thick Roof Mount w/17' 195 low loss cable attached, no connector	$33.00	$16.50	50.00%
Connectors				
EMMP-058	Mini-UHF male plug connector for RG-58 and 195 type cable	$2.30	$1.15	50.00%
EMPL259-CRIMP	PL-259 connector solder center pin, crimp sleeve for RG-58 and 195 type cable	$2.80	$1.40	50.00%
EMBP-058	BNC male plug connector for RG-58 and 195 type cable	$2.80	$1.40	50.00%
EMNP-058	N Plug (male) connector-nickel plated body, goldplated center pin, crimp/solder for RG-58 and 195 type cable	$5.00	$2.50	50.00%
EMSP-058	SMA male plug connector for RG-58 and 195 type cable	$5.00	$2.50	50.00%
EMTP-058	TNC male plug connector for RG-58 and 195 type cable	$2.80	$1.40	50.00%
Mobile VHF/UHF e/m-Flex® Antennas				
EMFLX-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 108-520 MHz (tunable range)	$51.00	$25.50	50.00%
EMFLX-M10003	UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range)	$56.50	$28.25	50.00%
EMFLX-M10003-GPI	UHF 2dB gain roof mount antenna, e/m-Flex® spring 380-520 MHz (tunable range) Ground Plane Independent	$60.00	$30.00	50.00%
EMFLX-M10004	VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range)	$62.00	$31.00	50.00%
EMFLX-M10004-GPI	VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range) Ground Plane Independent	$67.50	$33.75	50.00%
EMFLX-M10007	UHF 5dB gain roof mount antenna, e/m-Flex ® Poly spring 420-470 MHz (tunable range)	$65.50	$32.75	50.00%

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EMFLX-M10007-GPI	UHF 3dBd gain roof mount antenna, e/m-Flex® spring 440-480 MHz Ground Plane Independent	$70.00	$35.00	50.00%
EMFLX-M10013	UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 470-520 MHz (tunable range)	$62.00	$31.00	50.00%
EMFLX-M10014	VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 144-174 MHz (tunable range)	$62.00	$31.00	50.00%
EMFLX-M10014-GPI	VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 144-174 MHz (tunable range) Ground Plane Independent	$67.50	$33.75	50.00%
EMFLX-M10008-WB	VHF Wide Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 144-174 MHz, No Tuning Required	$89.00	$44.50	50.00%
Mobile VHF/UHF S.S. Spring Antennas				
EM-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna w/S.S. spring 108-520 MHz (tunable range)	$51.00	$25.50	50.00%
EM-M10003	UHF 3dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	$56.50	$28.25	50.00%
EM-M10003-GPI	UHF 2dB gain roof mount antenna w/S.S. spring 380-520 MHz (tunable range) Ground Plane Independent	$60.00	$30.00	50.00%
EM-M10004	VHF 3dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range)	$62.00	$31.00	50.00%
EM-M10004-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range) Ground Plane Independent	$67.50	$33.75	50.00%
EM-M10007	UHF 5dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	$65.50	$32.75	50.00%
EM-M10007-GPI	UHF 3dBd gain roof mount antenna, w/S.S. spring 440-480 MHz Ground Plane Independent	$70.00	$35.00	50.00%
EM-M10014	VHF 3dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range)	$62.00	$31.00	50.00%
EM-M10014-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range) Ground Plane Independent	$67.50	$33.75	50.00%
Mobile VHF/UHF No Spring Antennas				
EM-M10001-LS	VHF/UHF Broad Band quarter-wave roof mount antenna, No Spring 108-520 MHz (tunable range)	$35.00	$17.50	50.00%
EM-M10003-LS	UHF 3dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	$35.00	$17.50	50.00%
EM-M10003-GPI-LS	UHF 2dB gain roof mount antenna, No Spring 380-520 MHz (tunable range) Ground Plane Independent	$36.00	$18.00	50.00%
EM-M10004-LS	VHF 3dB gain roof mount antenna, No Spring 132-174 MHz (tunable range)	$43.00	$21.50	50.00%
EM-M10004-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 132-174 MHz (tunable range) Ground Plane Independent	$46.00	$23.00	50.00%
EM-M10014-LS	VHF 3dB gain roof mount antenna, No Spring 144-174 MHz (tunable range)	$36.00	$18.00	50.00%
EM-M10014-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 144-174 MHz (tunable range) Ground Plane Independent	$39.00	$19.50	50.00%
EM-M10007-LS	UHF 5dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	$48.00	$24.00	50.00%
Mobile 700/800/900 MHz				
EM-M11003	Roof mount antenna, 3dB gain, 764-869 MHz	$39.90	$19.95	50.00%
EM-M11004	Roof mount antenna, 3dB gain, 890-960 MHz	$39.90	$19.95	50.00%
EM-M11009	Quarter-wave roof mount antenna, 746-960 MHz	$29.00	$14.50	50.00%
EM-M11008	Roof mount antenna, 3dB gain, 806-894 MHz	$39.90	$19.95	50.00%
EM-M11014	Roof mount antenna, 6dB gain, Collinear, 890-960 MHz	$51.50	$25.75	50.00%
Mobile Multi-Band Antennas				
EM-M20007	LTE Poly Pro flexible antenna for NMO applications, 698-960 MHz/1710-2700 MHz	$54.00	$27.00	50.00%
EM-M22001	LMR Poly Pro, Dual Band low profile flexible antenna for NMO applications, UHF 450-520 MHz/746-960 MHz	$64.00	$32.00	50.00%
Mobile/Fixed GPS Antennas and Combination Mounts				
EM-MG11006-SP	NMO/GPS Combo Mount: NMO RG58/U-no connector, GPS RG174 w/SMA plug connector	$110.00	$55.00	50.00%
EM-MG11006-SP-195	NMO/GPS Combo Mount: NMO 195 type low loss-no connector, GPS RG174 w/SMA plug connector	$125.00	$62.50	50.00%
EM-MG11022-SP	NMO/GPS/GLONASS Combo Mount; NMO RG58/U-no connector, GPS/GLONASS RG174 w/SMA plug connector	$110.00	$55.00	50.00%
EM-MG11022-SP-195	NMO/GPS/GLONASS Combo Mount; NMO 195 type low loss-no connector, GPS, GLONASS RG174 w/SMA plug	$125.00	$62.50	50.00%
EM-MG13004-SP	GPS/GLONASS magnet mount antenna, 16.5' Cable, SMA Plug connector	$25.00	$12.50	50.00%
EM-AG13007-SP-174	GPS/GLONASS (L1) SMA Plug (male), 9.8 ft. RG-174/U	$40.00	$20.00	50.00%
EM-AG13007-NJ	GPS/GLONASS (L1) N Type Jack (female)	$40.00	$20.00	50.00%
EM-AG13007-NP	GPS/GLONASS (L1) N Type Plug (male)	$38.00	$19.00	50.00%
Mobile WiFi Combination Antennas				
EM-M51001	NMO/WiFi Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA	$130.00	$65.00	50.00%
EM-MG51002-SP	NMO/WiFi/GPS/GLONASS Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA, GPS RG174/U	$145.00	$72.50	50.00%
"X"-Nuts				
EM-MX0152	"X"-Nut™ quarter-wave VHF 152-162 MHz	$18.50	$9.25	50.00%
EM-MX0162 (*)	"X"-Nut™ quarter-wave VHF 162-174 MHz	$18.50	$9.25	50.00%
EM-MX0450	"X"-Nut™ quarter-wave UHF 450-520 MHz	$18.50	$9.25	50.00%
EM-MX0746	"X"-Nut™ quarter-wave 746-894 MHz	$18.50	$9.25	50.00%
EM-MX0890 (*)	"X"-Nut™ quarter-wave 890-960 MHz	$18.50	$9.25	50.00%
EM-MX0108-FT	"X"-Nut™ 108-960 MHz - Field Tunable	$20.50	$10.25	50.00%
	cg			
***Available until Depleted**				
Base Station and Fixed Station Antennas				
EM-A11015	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, Black	$60.00	$30.00	50.00%
EM-A11015-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, Black	$60.00	$30.00	50.00%
EM-A11016	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, White	$60.00	$30.00	50.00%
EM-A11016-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, White	$60.00	$30.00	50.00%
EM-A20003-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (Black)	$50.00	$25.00	50.00%
EM-A20004-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (White)	$50.00	$25.00	50.00%
EM-A40001	Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (Black)	$50.00	$25.00	50.00%
EM-A40002	Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (White)	$50.00	$25.00	50.00%
EM-B40004-NJ	Multi-Band iDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz	$39.00	$19.50	50.00%
EM-B40005-NJ	Multi-Band iDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz, PIM Rated	$51.00	$25.50	50.00%
EM-B42001-NJ	Wide Band iDAS Indoor Ceiling Mount Antenna 698-6000 MHz	$47.00	$23.50	50.00%
EM-B42002-NJ	Wide Band iDAS Indoor Ceiling Mount Antenna, PIM Rated 698-6000 MHz	$59.00	$29.50	50.00%
EM-B11410	Yagi Antenna, 10 dBi, 7 Element, 450-470 MHz, N Jack Connector, Black	$155.00	$77.50	50.00%
EM-B11809	Yagi Antenna, 9.5dBi, 6 Element, 760-870 MHz, N Jack Connector, Black	$94.00	$47.00	50.00%
EM-B11909	Yagi Antenna, 9.5dBi, 6 Element, 890-960 MHz, N Jack Connector, Black	$94.00	$47.00	50.00%
EM-BFG11905-NJ	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Jack Connector	$112.00	$56.00	50.00%
EM-BFG11905-NP	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Plug Connector	$50.00	$25.00	50.00%
EM-BFG40006-NJ	Base Station, 4G/LTE Fiberglass, Omnidirectional, 2dBi, 698-960/1710-2500 MHz, N Jack Connector	$250.00	$125.00	50.00%
EM-BGT13005-TJ	Timing Antenna, GPS/GLNSS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray	$98.00	$49.00	50.00%
EM-BGT13006-TJ	Timing Antenna and Mount Kit, GPS/GLNSS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray, Steel Mounting	$149.00	$74.50	50.00%
EMBKT-BSA100	Base Station Ground Plane Kit, NMO to N Type, 108-520 MHz	$42.45	$21.23	50.00%
EMBKT-BSA800	Base Station Ground Plane Kit, NMO to N Type, 800/900 MHz	$40.00	$20.00	50.00%
EMBKT-IDAS40004	Bracket, Twist Lock Type for Mounting EM-B40004 & EM-B40005 IDAS Series Antennas	$9.00	$4.50	50.00%
Duplexed Antenna Kits				

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EM-MBD41000-NJ	Duplexer, N-Jack connectors (108-180/ 380-870 MHz)	$105.00	$52.50	50.00%
EM-MBD41002	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer	$222.00	$111.00	50.00%
EM-MBD41003	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer,	$284.00	$142.00	50.00%
EM-MBD41004	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband	$370.00	$185.00	50.00%
EM-MBD41005	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband	$294.00	$147.00	50.00%
EM-MBD41006	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz	$325.00	$162.50	50.00%
EM-MBD41007	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz,	$415.00	$207.50	50.00%
Portable Antennas				
EM-P90007-BP	Molded Flexible Unity Gain portable antenna, Telescopic, Adj. Field Tune, 118-174 MHz, BNC Connector	$34.60	$17.30	50.00%
EM-P90009-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 450-470 MHz, BNC Connector	$27.00	$13.50	50.00%
EM-P90011-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 150-160 MHz, BNC Connector	$26.75	$13.38	50.00%
EM-P90013-148-SF	Molded Flexible Unity Gain portable antenna, Helical, 148-162 MHz, SF Connector for Motorola APX Series	$15.00	$7.50	50.00%
EM-P90013-162-MD	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, MD Connector for Harris Series	$15.00	$7.50	50.00%
EM-P90013-162-SF	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SF Connector for Motorola APX Series	$15.00	$7.50	50.00%
EM-P90013-162-SFK	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SFK Connector for Kenwood & EF Johnson	$15.00	$7.50	50.00%
EM-P90013-162-SM	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SM Connector for Relm Wireless BK Series	$15.00	$7.50	50.00%
EM-P90016-SF	Molded flexible 1/4 wave portable antenna, SF connector 380-520 MHz for Motorola XTS and APX series	$29.90	$14.95	50.00%
EM-P90016-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 380-520 MHz for Kenwood and EF Johnson Series	$29.90	$14.95	50.00%
EM-P90110-MD	Molded flexible 1/2 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	$29.90	$14.95	50.00%
EM-P90110-SF	Molded flexible 1/2 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	$29.90	$14.95	50.00%
EM-P90110-SFK	Molded flexible 1/2 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	$29.90	$14.95	50.00%
EM-P90111-MD	Molded flexible 1/4 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	$15.90	$7.95	50.00%
EM-P90111-SF	Molded flexible 1/4 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	$15.90	$7.95	50.00%
EM-P90111-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	$15.90	$7.95	50.00%
EM-P90220-MD	Molded flexible 1/2 wave portable antenna, MD conn. 890-960 MHz for Harris P5300 series	$29.90	$14.95	50.00%
EM-P90403-SP	Portable Antenna, 5 dBi Gain, 0 & 90 deg. Articulating, 2400-2500 MHz, SMA Connector	$24.00	$12.00	50.00%
EM-P90918-SF	Molded flexible 1/4 wave portable antenna, SF connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Motorola	$42.00	$21.00	50.00%
EM-P90918-SFK	Molded flexible 1/4 wave portable antenna, SFK connector, Unity Gain, Broad Band VHF, 150-174 MHz,for KW and	$42.00	$21.00	50.00%
EM-P90918-SM	Molded flexible 1/4 wave portable antenna, SM connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Relm	$42.00	$21.00	50.00%
EM-P91201-SF	Molded flexible 1/4 wave portable antenna, SF connector 380-520/698-870 MHz for Motorola XTS and APX series	$29.90	$14.95	50.00%
EM-P92202-SM	Portable, LTE Multi-Band, 698-960 / 1710-2700 MHz, 0 & 90 Degree Articulating, SMA Male (SM)	$25.00	$12.50	50.00%
EM-P92401-SF	All Band VHF/UHF/700/800/900 MHz Portable Antenna 136-174/380-512/763-940 MHz Motorola™ APX™ Series	$70.00	$35.00	50.00%
Replacement Parts				
EM2A-08RP	Whip 30" Blk Chrome, for EM-M10001 & EMFLX-M10001	$18.00	$9.00	50.00%
EM2A-11RP	Whip 55" Tapered Blk Chrome, for EM-M10004. EM-M10004-GPI, EMFLX-M10004, EMFLX-M10004-GPI	$20.00	$10.00	50.00%
EM2A-15RP	Whip 40" Tapered Open Coil, UHF 5dB Gain for EM-M10007 & EMFLX-M10007	$24.00	$12.00	50.00%
EM2A-16RP	Whip 46" Tapered Blk Chrome, for EM-M10014, EM-M10014-GPI, EMFLX-M10014, EMFLX-M10014-GPI	$20.00	$10.00	50.00%
EM2A-17RP	Whip 15" Blk Chrome, for EM-M10003 & EMFLX-M10003	$16.00	$8.00	50.00%
EM2A-152RP	Whip assy. "X"-Nut™ model EM-MX0152	$10.00	$5.00	50.00%
EM2A-450RP	Whip assy. "X"-Nut™ model EM-MX0450	$10.00	$5.00	50.00%
EM2A-746RP	Whip assy. "X"-Nut™ model EM-MX0746	$10.00	$5.00	50.00%
EM2A-890RP	Whip assy. "X"-Nut™ model EM-MX0890	$10.00	$5.00	50.00%

EM2A-108-FTRP	Whip assy. "X"-Nut™ model EM-MX0108-FT	$12.00	$6.00	50.00%
EM3A-01RP	S.S. Spring, Blk Chrome for EM-M10001, EM-M10003, EM-M10003-GPI & EM-M10004	$30.00	$15.00	50.00%
EM3A-02RP	S.S. Spring, Blk Chrome for EM-M10007	$30.00	$15.00	50.00%
EMFLX3A-01RP	e/m-Flex® Poly Spring for EMFLX-M10001, EMFLX-M10003, M10003-GPI & EMFLX-M10004	$30.00	$15.00	50.00%
EMFLX3A-02RP	e/m-Flex® Poly Spring for EMFLX-M10007	$30.00	$15.00	50.00%
EM6A-01RP	Base EM-M & EMFLX-M10001; EM-M11003,11004,11005,11008; EM-MX All Models	$18.00	$9.00	50.00%
EM6A-04RP	Base Coil for VHF models EM-M10004 & EMFLX-M10004, EM-M10014 & EMFLX-M10014	$25.00	$12.50	50.00%
EM6A-05RP	Base Coil for UHF models EM-M10003, EMFLX-M10003, EM-M10007 & EMFLX-M100007	$25.00	$12.50	50.00%
EM6A-06RP	Base Coil for UHF models EM & EMFLX-M10003-GPI's, EM & EMFLX-M10007 GPI's	$30.00	$15.00	50.00%
EM6A-07RP	Base Coil for VHF models EM & EMFLX-M10004-GPI's, EM & EMFLX-M10014-GPI's	$32.50	$16.25	50.00%
EM6A-11RP	Base Coil for VHF model EMFLX-M10008-WB, 144-174 MHz	$56.00	$28.00	50.00%
EM9-02RP	Base O-Rings - (25 pack) fits all EM6A type bases	$25.00	$12.50	50.00%
EM9-11RP	Gasket/Dust Pad for NMO/GPS Combination Mount Models	$10.00	$5.00	50.00%

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BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
2.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Antennas	10%
3.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless Software and Services	0%
4.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
5.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint Software and Services	0%
6.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Router LTE/FirstNet/WiFi Gateway Hardware and Hardware Accessories	5%
7.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Software and Services	0%
8.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	LTE/FirstNet/WiFi Rugged Tablets, Laptops, Cameras and Handheld Computers	10%
9.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Accessories for LTE/FirstNet/WiFi Rugged Tablets, Laptops, and Handheld Computers	10%
10.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Warranties, Software and Services	0%
11.	Nextivity	Wireless Mobility Systems	N/A	Current Catalog	Cel-Fi Cellular/4G/LTE/FirstNet/WiFi Smart Signal Boosters & Accessories	5%
12.	L-TRON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Accessory	10%
13.	Leonardo/ELSAG	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Hardware and Accessories	10%
14.	Other	Wireless Mobility Systems	N/A	Others not listed	Other LMR Radio/LTE Accessories.	5%
15.	Brother	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Printer, Mounts and Accessories	5%
16.	Gamber Johnson	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	30%
17.	Havis	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	20%
18.	Airgain	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
19.	Panorama	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
20.	Weboost	Wireless Mobility Systems	N/A	Current Catalog	Cellular//4G/LTE/FirstNet/5G/WiFi Signal Boosters & Accessories	5%
21.	Startech.com	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	15%
22.	Belkin	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	20%

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23.	LEM Solutions	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
24.	AXON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
25.	Lind Electronics	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Power Accessories	5%
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No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio Pts./Acces.		Parts/Access	2-Way Radio/Parts/Access	26
2.	Kessco	Communic.		Access.	Wireless Comms. Products	5
3.	PCTel	Radio Access		Antennas	Mobile/Base/Port. Antennas	5
4.	Harris/GE	Radio Parts		Radio Pts./Acces	Parts-2-Way radios	3
5.	Patrol PC	Comms.		MDT	Mobile Data Systems	3
6.	Allied Comm.	Parts		Components	Parts & Access.	3
7.	DigiKey	Parts		Components	IC, Resistor, Cap., Xistor	3
8.	Midland Radio	Radio Equip		2-Way Radio	2-Way radios/Access.	3
9.	Alcatel	Radio Equip		Microwave	MW Radios/Access.	5
10.	NWK. Elect.	Parts		Components	IC/Resistors/Caps/Xistors	3
11.	Icom	Radio Equip		2-Way Radio	2-Way radios & Access.	11
12.	Eltek	Radio Equip		Rectifier	Inverters/Converters	5
13.	Proxim	Radio Equip		Wireless LAN	Wireless Equip/Access	5
14.	Infosat	Radio Equip		Comms.	Remote Comm. Satellite	5
15.	CommScope/Andrew	Comms.		Cable	Cable/Connectors	5
16.	Tait	Radio Equip		2-Way radios	Radio Access/Parts	5
17.	Raitronics	Comms.		Consoles	Base Stn. Consoles	3
18.	Getac	Comms.		MDT	Mob. Data Systems	1
19.	Panasonic	Comms.		CCTV	Cameras/Monitors/Recorders	1
20.	Rohn Prod.			Towers	Towers/Poles	3
21.	Surecall			Cellular	Cell. Repeater/Amplifier	3
22.	GPS Netwrk.			GPS Repeater	GPS Repeater/amplif.	3
23.	Microhard Sys.			Ethernet Radio	Ethernet radios/modems	3
24.	Bird Elect.			Test Equip.	Wattmeters/Elements	3
25.	Belden			Cable	Cable/Connectors	1
26.	Klein Tools	Tools		Hand Tools	Shop Tools	3
27.	Amphenol	Parts		Connectors	PL259, BNC, TNC, Mini-UHF	3
28.	RFS/Celwave	Comms.		Antenna	Ant. cable, site equip.	3
29.	Times MW	Comms.		Cable	Cable/Connectors	3
30.	EMR Corp.	Radio Equip.		Site Equip.	Combiner/multicoupler	3

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State of New Mexico
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No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
31.	Fluke	Comms.		Test Equip.	Test meters	3
32.	GE/MDS	Radio Equip.		MW Radio	MW Data Systems	3
33.	Laird	Access.		Antennas	Mobile, Base, Portable	5
34.	Sony	Comms.		Cameras	CCTV Cameras/Monitors	3
35.	Pace	Tools		Solder/Desolder	Solder Guns/Tips	3
36.	Polyphaser	Access.		Lightning Arrest.	Lightning Protection	5
37.	RAD	Comms.		Telecom	Telecom Access. Sol'n.	3
38.	Raytheon/JPS	Comms.		Hardware	Interoperability & ROIP	3
39.	RF Industr.	Parts		Connectors	PL259, N, TNC, Mini UHF	5
40.	Astron	Radio Equip		Pwr. Supply	Pwr. Supply Conv./Inverter	3
41.	Sierra Wireless	Comms.		Modems	Modems	3
42.	Sti-Co	Comms.		Antennas	Disguise Antennas	3
43.	Televave	Radio Equip		Antennas	Ant., combiners, filters	3
44.	Tripplite	Comms.		Pwr. Supply	Pwr. Sup., Converter, Inverter	3
45.	Weller	Radio Equip		Solder	Solder/desolder, Extr.	3
46.	Xcelite	Tools		Hand Tools	Shop Tools	3
47.	Fed. Signal	Comms.		Light Bars	Light Bar Assy. / Siren	3
48.	Whelen	↓		Light Bars	Light Bar Assy. / Siren	3
49.	Garmin	↓		GPS	GPS Receivers/Mapping	3
50.	Kind Elect.	Access.		Adapters	DC-DC Adapters	1
51.	Spectracom	Comms.		Net Clock	Timing Sol'ns.	1
52.	Otto	Access.		Spkr. Mic	Spkr. Mic, Surveillance	5
53.	Power Products	Access.		Batteries	Batteries, Chargers	5
54.	TX/RX Syst.	Radio Equip		Combiners	Combiners/Multicoupler/Filter	3
55.	Panavise	Access.		Mounts	Pedestals/Mounts Hdwr.	1
56.	Larsen Ant.	Radio Equip		Antennas	Mob, Port., Base Ant.	5
57.	RAM Mounts	Access.		Mounts	Pedestal mounts, hdwr.	1
58.	Plantronics	↓		Headsets	Headsets, Surv. Kits	3
59.	D. Clark	↓		Headsets	Rub. Safety Headsets	1
60.	Holzberg	Radio Equip		2-Way Radios	Radios, Antennas, Misc	5

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BID PRICING RESPONSE FORM

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No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
1	Icom	A, B	Landmobile	F1000 RC	F1000 RC	136-174MHz,16 CH, no display, analog portable with rapid charger	-30%
2	Icom	A, B	Landmobile	F1000S RC	F1000S RC	136-174MHz, 128 CH, LCD, 4-key analog portable with rapid charger	-30%
3	Icom	A, B	Landmobile	F1000T RC	F1000T RC	136-174MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger	-30%
4	Icom	A, B	Landmobile	F1100D	F1100D	136-174MHz IDAS portable with 16 channels and no display with rapid charger	-30%
5	Icom	A, B	Landmobile	F1100DS	F1100DS	136-174MHz IDAS portable with 128 channels, display and limited keypad	-30%
6	Icom	A, B	Landmobile	F1100DT	F1100DT	136-174MHz IDAS portable with 128 channels, display and full DTMF keypad	-30%
7	Icom	A, B	Landmobile	F2000H RC	F2000H RC	450-512MHz, 16 CH, no display, analog portable with rapid charger	-30%
8	Icom	A, B	Landmobile	F2000L RC	F2000L RC	400-470MHz, 16 CH, no display, analog portable with rapid charger	-30%
9	Icom	A, B	Landmobile	F2000SH RC	F2000SH RC	450-512MHz, 128 CH, LCD, 4-key analog portable with rapid charger	-30%
10	Icom	A, B	Landmobile	F2000SL RC	F2000SL RC	400-470MHz, 128 CH, LCD, 4-key analog portable with rapid charger	-30%
11	Icom	A, B	Landmobile	F2000TH RC	F2000TH RC	450-512MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger	-30%
12	Icom	A, B	Landmobile	F2000TL RC	F2000TL RC	400-470MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger	-30%
13	Icom	A, B	Landmobile	F2100DH RC	F2100DH RC	450-512MHz IDAS portable with 16 channels and no display	-30%
14	Icom	A, B	Landmobile	F2100DL RC	F2100DL RC	400-470MHz IDAS portable (5W) with 16 channels + rapid charger and no display	-30%
15	Icom	A, B	Landmobile	F2100DS 26	F2100DS 26	450-512MHz IDAS portable with 128 channels, display and limited keypad	-30%
16	Icom	A, B	Landmobile	F2100DSL RC	F2100DSL RC	400-470MHz IDAS portable with 128 channels, display, limited keypad and rapid charger	-30%
17	Icom	A, B	Landmobile	F2100DT 31	F2100DT 31	400-470MHz IDAS portable with 128 channels, LCD, full DTMF keypad	-30%
18	Icom	A, B	Landmobile	F2100DT 36	F2100DT 36	450-512MHz IDAS portable with 128 channels, LCD, full DTMF keypad	-30%
19	Icom	A, B	Landmobile	F2821D 23	F2821D 23	400-470MHz analog mobile, upgradeable to P25	-30%
20	Icom	A, B	Landmobile	F3001 03 RC	F3001 03 RC	136-174MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193)	-30%
21	Icom	A, B	Landmobile	F3161S 56	F3161S 56	136-174MHz analog only radio, no DTMF keypad	-30%
22	Icom	A, B	Landmobile	F3201DEX 14	F3201DEX 14	136-174MHz ATEX intrinsically safe IDAS portable	-30%
23	Icom	A, B	Landmobile	F3210D 01	F3210D 01	136-174MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193)	-30%
24	Icom	A, B	Landmobile	F3230DS 13	F3230DS 13	136-174MHz IDAS 128 channel MultiTrunk portable with display. Charger (BC-160) included.	-30%
25	Icom	A, B	Landmobile	F3261DT 35 RR	F3261DT 35 RR	Railroad specific version: 136-174MHz 512 channel, IDAS waterproof portable radio with a DTMF keypad and GPS. Special railroad firmware installed.	-30%
26	Icom	A, B	Landmobile	F3261DT NI	F3261DT NI	136-174MHz nonincendive rated waterproof IDAS radio, full DTMF keypad	-30%
27	Icom	A, B	Landmobile	F3360DS 11	F3360DS 11	136-174MHz waterproof IDAS radio with GPS, 512CH, 4-key	-30%
28	Icom	A, B	Landmobile	F3400D 21	F3400D 21	136-174MHz IDAS portable with 32 channels and no display. Purchase antenna and charger separately.	-30%
29	Icom	A, B	Landmobile	F3400DS 11	F3400DS 11	136-174MHz IDAS portable with 1024 channels and a color display. Purchase antenna and charger separately.	-30%
30	Icom	A, B	Landmobile	F3400DT 01	F3400DT 01	136-174MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger	-30%
31	Icom	A, B	Landmobile	F4001 03 RC	F4001 03 RC	400-470MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193)	-30%
32	Icom	A, B	Landmobile	F4001 43 RC	F4001 43 RC	450-512MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193)	-30%
33	Icom	A, B	Landmobile	F4210D 01	F4210D 01	400-470MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193)	-30%
34	Icom	A, B	Landmobile	F4210D 21	F4210D 21	450-512MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193)	-30%
35	Icom	A, B	Landmobile	F4230DS 13	F4230DS 13	400-470MHz IDAS 128 channel MultiTrunk portable with display. Charger (BC-160) included.	-30%
36	Icom	A, B	Landmobile	F4230DS 32	F4230DS 32	450-512MHz IDAS 128 channel MultiTrunk portable with display. Charger (BC-160) included.	-30%
37	Icom	A, B	Landmobile	F4261DS 65	F4261DS 65	400-470MHz waterproof IDAS radio with GPS, no DTMF keypad	-30%
38	Icom	A, B	Landmobile	F4261DS 90	F4261DS 90	450-512MHz waterproof IDAS radio with GPS, no DTMF keypad	-30%
39	Icom	A, B	Landmobile	F4261DT 55	F4261DT 55	400-470MHz waterproof IDAS radio with GPS, full DTMF keypad	-30%
40	Icom	A, B	Landmobile	F4261DT 85	F4261DT 85	450-512MHz waterproof IDAS radio with GPS, full DTMF keypad	-30%
41	Icom	A, B	Landmobile	F4261DT NI-1	F4261DT NI-1	400-470MHz nonincendive rated waterproof IDAS radio, full DTMF keypad	-30%
42	Icom	A, B	Landmobile	F4261DT NI-2	F4261DT NI-2	450-512MHz nonincendive rated waterproof IDAS radio, full DTMF keypad	-30%
43	Icom	A, B	Landmobile	F4360DS 12	F4360DS 12	400-470MHz waterproof IDAS radio with GPS, 512CH, 4-key	-30%
44	Icom	A, B	Landmobile	F4400DS 11	F4400DS 11	380-470MHz IDAS portable with 1024 channels, and a color display. Purchase antenna and charger separately.	-30%
45	Icom	A, B	Landmobile	F4400DS 41	F4400DS 41	450-512MHz IDAS portable with 1024 channels and a color display. Purchase antenna and charger separately.	-30%
46	Icom	A, B	Landmobile	F4400DT 01	F4400DT 01	380-470MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger	-30%
47	Icom	A, B	Landmobile	F4400DT 31	F4400DT 31	450-512MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger	-30%
48	Icom	A, B	Landmobile	F5011 51	F5011 51	136-174MHz mobile	-30%
49	Icom	A, B	Landmobile	F5021 51	F5021 51	136-174MHz mobile	-30%
50	Icom	A, B	Landmobile	F5061	F5061	136-174MHz analog mobile	-30%
51	Icom	A, B	Landmobile	F5061D	F5061D	136-174MHz IDAS mobile	-30%
52	Icom	A, B	Landmobile	F5061D RR	F5061D RR	136-174MHz IDAS radio, RR firmware installed, HM-148T included	-30%
53	Icom	A, B	Landmobile	F5121D	F5121D	136-174MHz IDAS mobile	-30%
54	Icom	A, B	Landmobile	F5122DD 12	F5122DD 12	136-174MHz, 9.6k/4.8kbps, 25W, RS232 + ethernet	-30%
55	Icom	A, B	Landmobile	F5220D	F5220D	136-174MHz IDAS mobile	-30%
56	Icom	A, B	Landmobile	F52D	F52D	136-174MHz compact, IDAS, waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
57	Icom	A, B	Landmobile	F52DUL	F52DUL	136-174MHz intrinsically safe, IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
58	Icom	A, B	Landmobile	F5360D 01	F5360D 01	136-174MHz, 50W, GPS, 512CH, type-C trunking	-30%
59	Icom	A, B	Landmobile	F5400D 01	F5400D 01	136-174MHz IDAS mobile with color display	-30%
60	Icom	A, B	Landmobile	F5400DS 11	F5400DS 11	136-174MHz IDAS mobile with numerical display	-30%
61	Icom	A, B	Landmobile	F6011 51	F6011 51	400-470MHz mobile	-30%
62	Icom	A, B	Landmobile	F6011 52	F6011 52	450-512MHz mobile	-30%
63	Icom	A, B	Landmobile	F6021 51	F6021 51	400-470MHz mobile	-30%
64	Icom	A, B	Landmobile	F6021 52	F6021 52	450-512MHz mobile	-30%
65	Icom	A, B	Landmobile	F6061D 61	F6061D 61	400-470MHz IDAS mobile	-30%
66	Icom	A, B	Landmobile	F6061D 66	F6061D 66	450-512MHz IDAS mobile	-30%
67	Icom	A, B	Landmobile	F6121D 67	F6121D 67	400-470MHz IDAS mobile	-30%
68	Icom	A, B	Landmobile	F6121D 68	F6121D 68	450-512MHz IDAS mobile	-30%
69	Icom	A, B	Landmobile	F6122DD 12	F6122DD 12	400-470MHz, 9.6k/4.8kbps, 25W, RS232 + ethernet	-30%
70	Icom	A, B	Landmobile	F6220D 11	F6220D 11	400-470MHz IDAS mobile	-30%
71	Icom	A, B	Landmobile	F6220D 22	F6220D 22	450-512MHz IDAS mobile	-30%
72	Icom	A, B	Landmobile	F62D 11	F62D 11	400-470MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
73	Icom	A, B	Landmobile	F62D 21	F62D 21	450-512MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
74	Icom	A, B	Landmobile	F62DUL 11	F62DUL 11	400-470MHz intrinsically safe, compact IDAS waterproof portable with 512 channels. Purchase antenna and charger	-30%
75	Icom	A, B	Landmobile	F62DUL 21	F62DUL 21	450-512MHz intrinsically safe, compact IDAS waterproof portable with 512 channels. Purchase antenna and charger	-30%
76	Icom	A, B	Landmobile	F6360D 01	F6360D 01	400-470MHz, 45W, GPS, 512CH, type-C trunking	-30%
77	Icom	A, B	Landmobile	F6400D 01	F6400D 01	380-470MHz IDAS mobile with color display	-30%
78	Icom	A, B	Landmobile	F6400D 21	F6400D 21	450-512MHz IDAS mobile with color display	-30%
79	Icom	A, B	Landmobile	F6400DS 11	F6400DS 11	380-470MHz IDAS mobile with numeric display	-30%
80	Icom	A, B	Landmobile	F7010S	F7010S	136-174MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately.	-30%
81	Icom	A, B	Landmobile	F7010T	F7010T	136-174MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately.	-30%
82	Icom	A, B	Landmobile	F7020S 11	F7020S 11	380-470MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately.	-30%
83	Icom	A, B	Landmobile	F7020S 31	F7020S 31	450-512MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately.	-30%
84	Icom	A, B	Landmobile	F7020T 21	F7020T 21	380-470MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately.	-30%
85	Icom	A, B	Landmobile	F7020T 41	F7020T 41	450-512MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately.	-30%
86	Icom	A, B	Landmobile	F7040S	F7040S	7/800MHz P25 conventional portable with partial keypad.	-30%
87	Icom	A, B	Landmobile	F7040T	F7040T	7/800MHz P25 conventional portable with full DTMF keypad.	-30%
88	Icom	A, B	Landmobile	F7510	F7510	136-174MHz P25 conventional mobile with color display	-30%
89	Icom	A, B	Landmobile	F7520 11	F7520 11	380-470MHz P25 conventional mobile with color display	-30%
90	Icom	A, B	Landmobile	F7520 21	F7520 21	450-512MHz P25 conventional mobile with color display	-30%
91	Icom	A, B	Landmobile	F7540	F7540	700/800MHz P25 conventional mobile with color display	-30%
92	Icom	A, B	Landmobile	F80DS 31	F80DS 31	380-450MHz P25 radio with FIPS AES installed, no DTMF keypad	-30%
93	Icom	A, B	Landmobile	F8101 33	F8101 33	HF 125W transceiver with ALE (automatic link establishment)	-30%
94	Icom	A, B	Landmobile	F9011B 01	F9011B 01	136-174MHz P25 conventional portable, 6W, 512 CH, basic model, no display or keypad	-30%
95	Icom	A, B	Landmobile	F9011B 21	F9011B 21	136-174MHz P25 Conventional portable, 6W, 512 CH, basic model, no display or keypad	-30%
96	Icom	A, B	Landmobile	F9011S 25	F9011S 25	136-174MHz P25 Conventional portable, 6W, 512 CH, display, simple keypad	-30%
97	Icom	A, B	Landmobile	F9011T 30	F9011T 30	136-174MHz P25 Conventional portable, 6W, 512 CH, display, full DTMF keypad	-30%
98	Icom	A, B	Landmobile	F9021B 82	F9021B 82	450-512MHz P25 Conventional portable, 5W, 512 CH, basic model, no display or keypad	-30%
99	Icom	A, B	Landmobile	F9021B 91	F9021B 91	380-470MHz P25 Conventional portable, 5W, 512 CH, basic model, no display or keypad	-30%
100	Icom	A, B	Landmobile	F9021S 85	F9021S 85	450-512MHz P25 Conventional, 5W, 512 CH, display, simple keypad	-30%
101	Icom	A, B	Landmobile	F9021S 95	F9021S 95	380-470MHz P25 Conventional portable, 5W, 512 CH, display, simple keypad	-30%
102	Icom	A, B	Landmobile	F9021T 30	F9021T 30	450-512MHz P25 Trunking portable, 5W, 512 CH, display, full DTMF keypad	-30%
103	Icom	A, B	Landmobile	F9511HT 21	F9511HT 21	136-174MHz 110W P25 Conventional mobile with full keypad. No external speaker included - must be ordered separately	-30%
104	Icom	A, B	Landmobile	F9511S 01	F9511S 01	136-174MHz P25 conventional 50W mobile	-30%
105	Icom	A, B	Landmobile	F9511T 25	F9511T 25	136-174MHz P25 Conventional 50W mobile with keypad	-30%
106	Icom	A, B	Landmobile	F9521S 41	F9521S 41	400-470MHz 45W P25 Conventional mobile, no keypad	-30%
107	Icom	A, B	Landmobile	F9521T 25	F9521T 25	400-470MHz mobile with full keypad	-30%
108	Icom	A, B	Landmobile	F9521T 45	F9521T 45	400-470MHz P25 Conventional 45W mobile, full keypad	-30%
109	Icom	A, B	Landmobile - Systems	CY5000	CY5000	136-174MHz IDAS analog/digital repeater with power supply	-30%
110	Icom	A, B	Landmobile - Systems	CY6001	CY6001	400-470MHz IDAS analog/digital repeater with power supply	-30%
111	Icom	A, B	Landmobile - Systems	CY6002	CY6002	450-512MHz IDAS analog/digital repeater with power supply	-30%
112	Icom	A, B	Landmobile - Systems	FR5000 01 2CH KIT	FR5000 01 2CH KIT	136-174MHz 2 channel conventional system (2 repeaters, 2 external power supplies)	-30%
113	Icom	A, B	Landmobile - Systems	FR5000 01 UR KIT	FR5000 01 UR KIT	136-174MHz, 2 channel analog/digital repeater (FR5000 + URFR5000 installed)	-30%
114	Icom	A, B	Landmobile - Systems	FR5000 14	FR5000 14	136-174MHz analog/digital IDAS repeater (power supply not included)	-30%

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Vendor (AF)

No.	Manufacturer	Product Catesory	Product Group	APC	Item	Short Description	MSRP % Discount
115	Icom	A, B	Landmobile - Systems	FR5200H 51	FR5200H 51	136-174MHz 50W analog, IDAS repeater 100% duty cycle	-30%
116	Icom	A, B	Landmobile - Systems	FR5300	FR5300	136-174 MHz analog/digital, 50W, IDAS Simulcast repeater	-30%
117	Icom	A, B	Landmobile - Systems	FR6000 01 2CH KIT	FR6000 01 2CH KIT	400-470MHz 2 channel conventional system (2 repeaters, 2 external power supplies)	-30%
118	Icom	A, B	Landmobile - Systems	FR6000 01 UR KIT	FR6000 01 UR KIT	400-470MHz, 2 channel analog/digital repeater (FR6000+URFR6000 installed)	-30%
119	Icom	A, B	Landmobile - Systems	FR6000 14	FR6000 14	400-470MHz analog/digital IDAS repeater (power supply not included)	-30%
120	Icom	A, B	Landmobile - Systems	FR6000 19	FR6000 19	450-512MHz analog/digital IDAS repeater (power supply not included)	-30%
121	Icom	A, B	Landmobile - Systems	FR6200H 51	FR6200H 51	400-470MHz 50W analog, IDAS repeater 100% duty cycle	-30%
122	Icom	A, B	Landmobile - Systems	FR6200H 61	FR6200H 61	450-512MHz 50W analog, IDAS repeater 100% duty cycle	-30%
123	Icom	A, B	Landmobile - Systems	FR6300H	FR6300H	450-512MHz analog/digital, 50W, IDAS repeater	-30%
124	Icom	A, B	Landmobile - Systems	FR6300L	FR6300L	400-470MHz analog/digital, 50W, IDAS repeater	-30%
125	Icom	A, B	Landmobile - Systems	FR9010 11	FR9010 11	146-174MHz 110W P25 repeater	-30%
126	Icom	A, B	Landmobile - Systems	FR9020 11	FR9020 11	440-475MHz 100W P25 repeater	-30%
127	Icom	A, B	Landmobile - Systems	IAS X-BAND 50	IAS X-BAND 50	VHF FM & UHF FM cross band repeater	-30%
128	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 AIR U	IAS X-BAND 50 AIR U	Airband AM & UHF FM cross band repeater	-30%
129	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 AIR V	IAS X-BAND 50 AIR V	Airband AM & VHF FM cross band repeater	-30%
130	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 UU	IAS X-BAND 50 UU	UHF FM & UHF FM cross band repeater	-30%
131	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 VV	IAS X-BAND 50 VV	VHF FM & VHF FM cross band repeater	-30%
132	Icom-RF Technology	A, B	Landmobile - Systems	RFT 136-174	RFT 136-174	100W analog 136-174MHz repeater with a power supply (P25 upgradeable)	-30%
133	Icom-RF Technology	A, B	Landmobile - Systems	RFT 440-490	RFT 440-490	100W analog 440-490MHz repeater with a power supply (P25 upgradeable)	-30%
134	Icom-RF Technology	A, B	Landmobile - Systems	RFT P25 136-174	RFT P25 136-174	2-120W P25/analog 136-174MHz repeater with a power supply	-30%
135	Icom-RF Technology	A, B	Landmobile - Systems	RFT P25 400-430	RFT P25 400-430	100W P25/analog 400-430MHz repeater with a power supply	-30%
136	Icom-RF Technology	A, B	Landmobile - Systems	RFT P25 485-520	RFT P25 485-520	100W P25/analog 485-520MHz repeater with a power supply	-30%
137	Icom	A, B	Landmobile - Systems	URFR5000 63	URFR5000 63	136-174MHz analog/digital repeater channel module	-30%
138	Icom	A, B	Landmobile - Systems	URFR5300	URFR5300	136-174MHz analog/digital IDAS repeater channel module	-30%
139	Icom	A, B	Landmobile - Systems	URFR6000 63	URFR6000 63	400-470MHz repeater module	-30%
140	Icom	A, B	Landmobile - Systems	URFR6300H	URFR6300H	450-512MHz Repeater module	-30%
141	Icom	A, B	Landmobile - Systems	URFR6300L	URFR6300L	400-470MHz Repeater module	-30%
142	Icom	A, B, C	Network	IP1000C 100	IP1000C 100	Manages up to 100 radios in a network	-25%
143	Icom	A, B, C	Network	IP100FS	IP100FS	IP based PC-dispatcher	-25%
144	Icom	A, B, C	Network	IP100H	IP100H	IP license-free radio for wireless networks	-25%
145	Icom	A, B, C	Network	IP501H	IP501H	Portable LTE radio with SIM card installed. Monthly airtime fee will apply with activated SIM.	-25%
146	Icom	A, B, C	Network	IP501M	IP501M	Mobile LTE radio with SIM card installed. Monthly airtime fee will apply with activated SIM.	-25%
147	Icom	A, B, C	Network	SAT100	SAT100	Satellite PTT radio using the Iridium satellite network	-25%
148	Icom	A, B, C	Network	SAT100M	SAT100M	Mobile satellite PTT radio with a multi-functional speaker microphone and antenna unit	-25%
149	Icom	A, B, C	Network	VEPG4	VEPG4	RoIP gateway that bridges land mobile radio systems. Deactivated SIM included. Airtime fees apply when SIM activated.	-25%
150	Icom	B	Amateur	7610	7610	100W HF/50MHz amateur radio base station	-15%
151	Icom	B	Amateur	2300H 05	2300H 05	65W, 2m (144-148MHz) mobile	-15%
152	Icom	B	Amateur	2730A 05	2730A 05	VHF/UHF dual band transceiver	-15%
153	Icom	B	Amateur	7100 02	7100 02	HF/6m/2m/70cm mobile transceiver	-15%
154	Icom	B	Amateur	718 62	718 62	100W HF transceiver with AF DSP	-15%
155	Icom	B	Amateur	7300 02	7300 02	HF/6m transceiver with an IF-DSP and internal ATU	-15%
156	Icom	B	Amateur	7700 12	7700 12	200W HF + 6m transceiver with single receiver	-15%
157	Icom	B	Amateur	7851 02	7851 02	200W HF + 6m transceiver with 2 independent receivers, internal power supply and antenna tuner (ATU)	-15%
158	Icom	B	Amateur	9700 12	9700 12	VHF/UHF transceiver	-15%
159	Icom	B	Amateur	ID4100A	ID4100A	VHF/UHF dual band D-STAR mobile	-15%
160	Icom	B	Amateur	ID5100A DELUXE	ID5100A DELUXE	Dual band, 2m/70cm (144-148/420-450MHz), D-Star mobile radio with MB-A2 remote mounting bracket included	-15%
161	Icom	B	Amateur	R30 16	R30 16	Blocked receiver handheld w/dual receive & dual band recording	-15%
162	Icom	B	Amateur	R6 SPORT	R6 SPORT	Scanning receiver. Blocked version for consumer purchase. No supplied battery or charger. Requires 2 AA batteries.	-15%
163	Icom	B	Amateur	R6E	R6E	Unblocked receiver for Federal/Export Only. No supplied battery or charger. Requires 2 AA batteries.	-15%
164	Icom	B	Amateur	R8600 02	R8600 02	Blocked super wideband 10 kHz to 3 GHz communication receiver	-15%
165	Icom	B	Amateur	R9500 02	R9500 02	Blocked version for consumer purchase	-15%
166	Icom	B	Amateur	V86 12	V86 12	2m 7W VHF handheld	-15%
167	Icom	A, B	Avionics	A120	A120	Airband mobile with 200 channels with open VFO, 8.33/25kHz	-30%
168	Icom	A, B	Avionics	A120B	A120B	A120 with 120V power supply and cabinet for base station	-30%
169	Icom	A, B	Avionics	A16	A16	Communications only airband handheld with full DTMF keypad	-30%
170	Icom	A, B	Avionics	A16B	A16B	Communications only airband handheld with Bluetooth and full DTMF keypad	-30%
171	Icom	A, B	Avionics	A220	A220	Panel mount aviation radio	-30%
172	Icom	A, B	Avionics	A220B	A220B	Radio plus PS80 power supply for base station option (radio not installed into power supply)	-30%
173	Icom	A, B	Avionics	A220M	A220M	Radio with MB-53 for mobile mount	-30%
174	Icom	A, B	Avionics	A220T	A220T	TSO approved panel mount aviation radio	-30%
175	Icom	A, B	Avionics	A25C	A25C	Communications only aviation handheld 6W with li-ion battery and rapid charger	-30%
176	Icom	A, B	Avionics	A25C SPORT	A25C SPORT	Communications only aviation handheld 6W and AA battery pack	-30%
177	Icom	A, B	Avionics	A25N	A25N	Communications plus navigation aviation handheld 6W	-30%
178	Icom	A, B	Marine	GM1600	GM1600	GMDSS VHF handheld for survival crafts; radio plus BP-234 lithium battery	-30%
179	Icom	A, B	Marine	GM1600 21K	GM1600 21K	GMDSS VHF handheld for survival crafts; includes li-ion battery/charger plus the BP-234 battery. Surface shipping only.	-30%
180	Icom	A, B	Marine	GM600	GM600	VHF GMDSS fixed mount	-30%
181	Icom	A, B	Marine	M25 BLUE	M25 BLUE	5W floating marine VHF handheld in marine blue	-30%
182	Icom	A, B	Marine	M25 GRAY	M25 GRAY	5W floating marine VHF handheld in metallic gray	-30%
183	Icom	A, B	Marine	M25 WHITE	M25 WHITE	5W floating marine VHF handheld in pearl white	-30%
184	Icom	A, B	Marine	M330 11	M330 11	Black marine compact VHF fixed mount	-30%
185	Icom	A, B	Marine	M330 21	M330 21	White marine compact VHF fixed mount	-30%
186	Icom	A, B	Marine	M330G 31	M330G 31	Black marine compact VHF fixed mount with built-in GPS receiver and supplied GPS antenna	-30%
187	Icom	A, B	Marine	M330G 41	M330G 41	Super white marine compact VHF fixed mount with built-in GPS receiver and supplied GPS antenna	-30%
188	Icom	A, B	Marine	M37	M37	6W marine VHF floating handheld with battery, charger included	-30%
189	Icom	A, B	Marine	M400BB	M400BB	Black box marine VHF fixed mount with black Command Mic	-30%
190	Icom	A, B	Marine	M400BB SW	M400BB SW	Black box marine VHF fixed mount with white Command Mic	-30%
191	Icom	A, B	Marine	M424G 22	M424G 22	Super white fixed mount	-30%
192	Icom	A, B	Marine	M424G BLACK	M424G BLACK	Black fixed mount	-30%
193	Icom	A, B	Marine	M506 01	M506 01	Class D DSC marine VHF radio	-30%
194	Icom	A, B	Marine	M506 11	M506 11	Class D DSC marine VHF radio with NMEA2000	-30%
195	Icom	A, B	Marine	M506 21	M506 21	Class D DSC marine VHF radio with NMEA2000 and AIS receiver	-30%
196	Icom	A, B	Marine	M506 31	M506 31	Class D DSC marine VHF radio with rear mic and NMEA2000	-30%
197	Icom	A, B	Marine	M506 41	M506 41	Class D DSC marine VHF radio with rear mic, NMEA2000 and AIS receiver	-30%
198	Icom	A, B	Marine	M605 11	M605 11	VHF fixed mount with color display and rear mic connector	-30%
199	Icom	A, B	Marine	M605 21	M605 21	VHF fixed mount with AIS, color display, and rear mic connector	-30%
200	Icom	A, B	Marine	M73	M73	6W IPX8 submersible handheld	-30%
201	Icom	A, B	Marine	M73 PLUS	M73 PLUS	6W IPX8 submersible handheld with built-in active noise cancelling and voice recording	-30%
202	Icom	A, B	Marine	M803	M803	150W advanced SSB with Class E DSC MF/HF certification	-30%
203	Icom	A, B	Marine	M85	M85	Marine VHF 5W handheld; 100 land mobile programmable channels (2W)	-30%
204	Icom	A, B	Marine	M85UL	M85UL	Intrinsically safe marine VHF 5W handheld with 100 LM programmable channels	-30%
205	Icom	A, B	Marine	M93D	M93D	5 Watt VHF handheld with built-in GPS and Class D DSC	-30%
206	Icom	A, B	Marine	MA510TR	MA510TR	AIS transponder with GPS navigation function, and NMEA 2000 connectivity.	-30%
207	Icom	A, B	Marine	MR1010R2	MR1010R2	Marine radar, 4kW, color LCD	-30%
208	Icom	A, B or C	Accessories	3310004800	3310004800	IP100H antenna	-30%
209	Icom	A, B or C	Accessories	3310005140	3310005140	LTE Antenna	-30%
210	Icom	A, B or C	Accessories	A200 TRAY	A200 TRAY	Mounting tray for A200/A210/A220	-30%
211	Icom	A, B or C	Accessories	AD100	AD100	Adapter cup to install in the BC119N or BC121N for the F50/60 & M88 radios	-30%
212	Icom	A, B or C	Accessories	AD101	AD101	Adapter cup for the BC119N or BC121N for the BP210N & BP211 batteries	-30%
213	Icom	A, B or C	Accessories	AD106	AD106	Adapter cup for the BC119N/BC121N for the radios with the BP232N/H battery	-30%
214	Icom	A, B or C	Accessories	AD109	AD109	Adapter cup fits the BC119N/BC121N and charges the BP224 (M90/GM1600)	-30%
215	Icom	A, B or C	Accessories	AD110	AD110	Adapter cup to install in the BC119N or BC121N for the BP253 or BP254 batteries	-30%
216	Icom	A, B or C	Accessories	AD118	AD118	14-pin ACC adapter to use with Hirose plug accessories	-30%
217	Icom	A, B or C	Accessories	AD120	AD120	Adapter cup that fits into the BC197 02/03 for the BP264 NiMH battery	-30%
218	Icom	A, B or C	Accessories	AD121	AD121	Adapter cup that fits into the BC197 12/13 for the BP265 Li-ion battery	-30%
219	Icom	A, B or C	Accessories	AD122	AD122	Adapter cup that fits into the BC197 22/23 for the BP232N/H batteries	-30%
220	Icom	A, B or C	Accessories	AD123 02	AD123 02	Adapter cup for BC119N for M24	-30%
221	Icom	A, B or C	Accessories	AD129	AD129	Adapter cup for BC197 gang charger for M73	-30%
222	Icom	A, B or C	Accessories	AD130	AD130	Adapter cup that fits into the BC214 for the F1000/D series	-30%
223	Icom	A, B or C	Accessories	AD135	AD135	3.5mm earphone jack adapter that plugs into a 14-pin connector	-30%
224	Icom	A, B or C	Accessories	AD55NS	AD55NS	100-240V power supply for the R8600 with a US plug	-30%
225	Icom	A, B or C	Accessories	AD92SMA	AD92SMA	Antenna connector adapter to connect a BNC-type antenna	-30%
226	Icom	A, B or C	Accessories	AD94 11	AD94 11	Adapter cup for the BC119N or BC121N for the BP209N/BP210N batteries	-30%
227	Icom	A, B or C	Accessories	AD98FSC	AD98FSC	Antenna connector adapter for "J" to "BNC" conversion	-30%
228	Icom	A, B or C	Accessories	AH2B	AH2B	Antenna element/base	-30%
229	Icom	A, B or C	Accessories	AH4	AH4	Automatic antenna tuner (long wire/AH2B)	-30%
230	Icom	A, B or C	Accessories	AH40	AH40	Antenna (4.9ft) for in-vehicle and in-building use	-30%
231	Icom	A, B or C	Accessories	AH710	AH710	Folded dipole antenna with an SO-239 connector. Covers 1.9 to 30MHz band. Length is approx 80.3ft.	-30%
232	Icom	A, B or C	Accessories	AH740	AH740	Relay-driven compact automatic tuning antenna 2.5MHz-29.999MHz	-30%
233	Icom	A, B or C	Accessories	AH8000	AH8000	Discone antenna wideband RX TX 100-3300MHz	-30%
234	Icom-PCTel	A, B or C	Accessories	ANTENNA 1	ANTENNA 1	118-940MHz 1/4 wave antenna, unity gain, field tunable	-30%
235	Icom-PCTel	A, B or C	Accessories	ANTENNA 2	ANTENNA 2	144-174MHz 3dB gain mountable antenna, CHR, 59" high	-30%

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No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
236	Icom-PCTel	A, B or C	Accessories	ANTENNA 3	ANTENNA 3	450-470MHz 5dB gain mountable antenna, CHR, 40" high	-30%
237	Icom-PCTel	A, B or C	Accessories	ANTENNA 4	ANTENNA 4	152-162MHz, unity gain antenna, NMO compatible, 21.6". Factory tuned to 157MHz	-30%
238	Icom	A, B or C	Accessories	AP95M	AP95M	Wireless LAN access point	-30%
239	Icom	A, B or C	Accessories	AT130	AT130	Auto antenna tuner M710/IC-78	-30%
240	Icom	A, B or C	Accessories	AT140	AT140	HF automatic antenna tuner	-30%
241	Icom	A, B or C	Accessories	AT141	AT141	Export HC automatic antenna tuner - special order	-30%
242	Icom-AW Enterprises	A, B or C	Accessories	AW F70 AREA 51	AW F70 AREA 51	Water repellant case with a swivel belt clip for the F70/80	-30%
243	Icom-AW Enterprises	A, B or C	Accessories	AW STUD/SWIVEL KIT	AW STUD/SWIVEL KIT	Metal stud that slides on like a belt clip and it's attached to a strong metal swivel belt clip	-30%
244	Icom-AW Enterprises	A, B or C	Accessories	AW SWIVEL	AW SWIVEL	Swivel clip used with the AW Stud/Swivel Kit.	-30%
245	Icom-Pulse Electronics	A, B or C	Accessories	B ANT	B ANT	Base station antenna 118.8-126.8MHz with 50' 4" cable for Avionic mobile units.	-30%
246	Icom	A, B or C	Accessories	BC119NS 11	BC119NS 11	Rapid charger with AD110 installed for F70/80/9011/9021 radios; 100-240V with US style plug	-30%
247	Icom	A, B or C	Accessories	BC121NS	BC121NS	6-Unit Charger Kit BC121N + AD110 x 6. Requires BC157S AC adapter.	-30%
248	Icom	A, B or C	Accessories	BC123SA	BC123SA	AC adapter for rapid chargers; 100-240V with US style plug	-30%
249	Icom	A, B or C	Accessories	BC123SE	BC123SE	AC adapter for rapid chargers; 100-240V with Euro style plug	-30%
250	Icom	A, B or C	Accessories	BC145SA 31	BC145SA 31	AC adapter for BC119N; 100-240V with US style plug	-30%
251	Icom	A, B or C	Accessories	BC146 01	BC146 01	Drop-in trickle charger base for the F11/21/3G/4G/30G/40G series. Requires BC147 AC adapter.	-30%
252	Icom	A, B or C	Accessories	BC147SA	BC147SA	AC adapter for trickle chargers; 100-240V with a US style plug	-30%
253	Icom	A, B or C	Accessories	BC147SE 15	BC147SE 15	AC adapter for trickle chargers; 230V with a Euro style plug	-30%
254	Icom	A, B or C	Accessories	BC152N 11	BC152N 11	F50/F60/M88 desktop trickle charger (requires BC-147)	-30%
255	Icom	A, B or C	Accessories	BC157S	BC157S	AC adapter for gang chargers; 100-240V with US style plug	-30%
256	Icom	A, B or C	Accessories	BC157SE	BC157SE	AC adapter for gang chargers; 100-240V with Euro style plug	-30%
257	Icom	A, B or C	Accessories	BC160	BC160	Rapid charger for radios with the BP230/231/232 battery; 100-240V with a US style plug	-30%
258	Icom	A, B or C	Accessories	BC160E	BC160E	Rapid charger for radios with the BP230/231/232 battery; 100-240V with a Euro style plug	-30%
259	Icom	A, B or C	Accessories	BC162 01	BC162 01	Rapid charger for M34/M36. Includes BC123SA with US plug.	-30%
260	Icom	A, B or C	Accessories	BC167SA	BC167SA	Wall trickle charger; 100-240V with US style plug	-30%
261	Icom	A, B or C	Accessories	BC167SD	BC167SD	Wall trickle charger; 100-240V with Euro style plug	-30%
262	Icom	A, B or C	Accessories	BC173 01	BC173 01	Desktop trickle charger (M34/M36/GM1600/BP224) requires BC-147S	-30%
263	Icom	A, B or C	Accessories	BC190 01	BC190 01	Sensing rapid charger for F50/60 radios; 100-240V with a US style plug	-30%
264	Icom	A, B or C	Accessories	BC190 02	BC190 02	Sensing rapid charger for F50/60 radios; 100-240V with a Euro style plug	-30%
265	Icom	A, B or C	Accessories	BC193	BC193	Rapid charger for radios with BP265 Li-ion battery; 100-240V with US style plug	-30%
266	Icom	A, B or C	Accessories	BC193E	BC193E	Rapid charger for radios with BP265 Li-ion battery; 100-240V with Euro style plug	-30%
267	Icom	A, B or C	Accessories	BC197 02	BC197 02	Six unit charger for radios with the BP264 NiMH battery (includes AC adapter and cups installed); 100-240V with US style	-30%
268	Icom	A, B or C	Accessories	BC197 03	BC197 03	Six unit charger for radios with the BP264 NiMH battery (includes AC adapter and cups installed); 100-240V with Euro style	-30%
269	Icom	A, B or C	Accessories	BC197 12	BC197 12	110-240V six unit charger for radios with the BP265 Li-Ion battery (includes AC adapter with US plug and cups installed)	-30%
270	Icom	A, B or C	Accessories	BC197 13	BC197 13	220V six unit charger for radios with the BP265 Li-Ion battery (includes AC adapter and cups installed)	-30%
271	Icom	A, B or C	Accessories	BC197 22	BC197 22	Six unit charger for radios with the BP232N/H Li-Ion battery (includes AC adapter and cups installed); 100-240V with US style	-30%
272	Icom	A, B or C	Accessories	BC197 23	BC197 23	Six unit charger for radios with the BP232N/H Li-Ion battery (includes AC adapter and cups installed); 100-240V with Euro style plug	-30%
273	Icom	A, B or C	Accessories	BC197 32	BC197 32	Six unit charger for radios with the BP245N Li-Ion battery (includes AC adapter and cups installed); 100-240V with US style	-30%
274	Icom	A, B or C	Accessories	BC197 37	BC197 37	6-Unit Charger Kit BC197 + BC157S + AD128 x 6 for F50/F60/M88	-30%
275	Icom	A, B or C	Accessories	BC199SE 13	BC199SE 13	Wall charger for the M24; 100-240V with a Euro style plug	-30%
276	Icom	A, B or C	Accessories	BC202IP2	BC202IP2	Rapid charger (includes BC-123SA AC adapter with US plug)	-30%
277	Icom	A, B or C	Accessories	BC207S	BC207S	12V / 3.5A AC adapter for VEPG3/IP1000C	-30%
278	Icom	A, B or C	Accessories	BC210	BC210	Rapid charger for the BP-245N includes AC adapter with US plug	-30%
279	Icom	A, B or C	Accessories	BC211	BC211	Rapid rate 6-unit charger - IP100H	-30%
280	Icom	A, B or C	Accessories	BC211E	BC211E	Rapid rate 6-unit charger for BP271/BP272 with European plug	-30%
281	Icom	A, B or C	Accessories	BC212EX	BC212EX	Rapid charger (includes BC213SA) for F3201DEX/4201DEX	-30%
282	Icom	A, B or C	Accessories	BC213	BC213	Rapid charger with a US plug for radios with the BP279/BP280 battery (BC-123SA or BC242 included)	-30%
283	Icom	A, B or C	Accessories	BC213NAC	BC213NAC	Rapid charger cup for radios with the BP279 battery (BC-123S not included)	-30%
284	Icom	A, B or C	Accessories	BC214	BC214	Six bank charger with US plug AC adapter and cups installed	-30%
285	Icom	A, B or C	Accessories	BC214 14	BC214 14	Gang charger for the M93D. Includes the BC157.	-30%
286	Icom	A, B or C	Accessories	BC214-1	BC214-1	Six gang charger (includes AC adapter with US plug)	-30%
287	Icom	A, B or C	Accessories	BC214-1E	BC214-1E	Six gang charger (includes AC adapter with Euro plug)	-30%
288	Icom	A, B or C	Accessories	BC214E	BC214E	Six unit charger for BP279/BP280 radios (includes AC adapter with Euro plug and cups installed)	-30%
289	Icom	A, B or C	Accessories	BC214NSAT	BC214NSAT	Six unit charger for SAT100	-30%
290	Icom	A, B or C	Accessories	BC217SA	BC217SA	USB charger; 100-240V with a US style plug	-30%
291	Icom	A, B or C	Accessories	BC218	BC218	Car charger with bluetooth (requires CP22 or CP23L)	-30%
292	Icom	A, B or C	Accessories	BC218 CCK	BC218 CCK	Car charger kit includes 1 each: BC218, CP23L, MBA7, MBF1, HM215 & SP35	-30%
293	Icom	A, B or C	Accessories	BC219E	BC219E	Rapid charger for radios with the BP283/BP28/BP290/BP294 batteries; 100-240V with a Euro style plug	-30%
294	Icom	A, B or C	Accessories	BC219N	BC219N	Rapid charger for F52D/F62D; 100-240V with a US style plug	-30%
295	Icom	A, B or C	Accessories	BC220	BC220	Rapid charger for the M93D	-30%
296	Icom	A, B or C	Accessories	BC223	BC223	Rapid charger for R30; 100-240V with a US style plug	-30%
297	Icom	A, B or C	Accessories	BC224	BC224	Rapid charger with BC123SA	-30%
298	Icom	A, B or C	Accessories	BC224E	BC224E	Rapid charger with BC123SE (Euro plug)	-30%
299	Icom	A, B or C	Accessories	BC225	BC225	Smart rapid charger; 100-240V with a US style plug	-30%
300	Icom	A, B or C	Accessories	BC226	BC226	Connectable rapid charger (connect up to 6) and requires the BC228 AC adapter	-30%
301	Icom	A, B or C	Accessories	BC227	BC227	Rapid charger that goes into trickle mode at a 80% charge (US Plug)	-30%
302	Icom	A, B or C	Accessories	BC228	BC228	AC adapter for BC226	-30%
303	Icom	A, B or C	Accessories	BC235	BC235	Desktop trickle charger (requires BC217SA)	-30%
304	Icom	A, B or C	Accessories	BC240	BC240	Rapid charger for the V86	-30%
305	Icom	A, B or C	Accessories	BC241	BC241	Rapid charger with multi-plug AC adapter for SAT100	-30%
306	Icom	A, B or C	Accessories	BC247	BC247	Charger cradle for SAT100 for in-vehicle and in-building use	-30%
307	Icom	A, B or C	Accessories	BP208N	BP208N	Battery case that holds 6 AA alkaline batteries.	-30%
308	Icom	A, B or C	Accessories	BP210N	BP210N	NiMH 7.2V 1650mAh battery	-30%
309	Icom	A, B or C	Accessories	BP224	BP224	7.2V 750mAh NiCd battery - GM1600/M32/M2A/M90	-30%
310	Icom	A, B or C	Accessories	BP226	BP226	Battery case holds 5 AA alkaline batteries for the F50/F60 & M88	-30%
311	Icom	A, B or C	Accessories	BP227	BP227	Li-ion 7.2V 1950mAh (typical capacity), 1850mAh (minimum value); waterproof	-30%
312	Icom	A, B or C	Accessories	BP232H	BP232H	Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value)	-30%
313	Icom	A, B or C	Accessories	BP232UL	BP232UL	Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value) for the nonincendive approved radios	-30%
314	Icom	A, B or C	Accessories	BP232WP	BP232WP	Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value) IP67 waterproof battery	-30%
315	Icom	A, B or C	Accessories	BP234	BP234	9.0V 3300mAh lithium battery pack GM1600. FedEx ground shipping only. No shipments to HI or AK.	-30%
316	Icom	A, B or C	Accessories	BP237	BP237	Battery case that holds 6 AA alkaline batteries	-30%
317	Icom	A, B or C	Accessories	BP240	BP240	Battery case that holds 6 AAA alkaline batteries (1W output power)	-30%
318	Icom	A, B or C	Accessories	BP245H	BP245H	7.4V 2000mAh Li-Ion battery for M72/M73	-30%
319	Icom	A, B or C	Accessories	BP251	BP251	Alkaline case for M34/M36 (5 x AAA)	-30%
320	Icom	A, B or C	Accessories	BP252	BP252	7.4V 980mAh Li-Ion battery (M36/M34/GM1600)	-30%
321	Icom	A, B or C	Accessories	BP253	BP253	Li-ion 7.2V 1650mAh (typical capacity), 1570mAh (minimum value)	-30%
322	Icom	A, B or C	Accessories	BP254	BP254	Li-ion 7.2V 3040mAh (typical capacity), 2900mAh (minimum value) for P25 portables	-30%
323	Icom	A, B or C	Accessories	BP261	BP261	Battery case that holds 6 AA alkaline batteries	-30%
324	Icom	A, B or C	Accessories	BP263	BP263	Battery case that holds 6 AA alkaline batteries	-30%
325	Icom	A, B or C	Accessories	BP264	BP264	Ni-MH 7.2V 1400mAh	-30%
326	Icom	A, B or C	Accessories	BP265	BP265	Li-ion 7.4V 1900mAh	-30%
327	Icom	A, B or C	Accessories	BP266	BP266	Li-ion 1500mAh battery for the M24	-30%
328	Icom	A, B or C	Accessories	BP271	BP271	Li-ion 7.4V 1200mAh (typical capacity), 1150mAh (minimum value)	-30%
329	Icom	A, B or C	Accessories	BP272	BP272	Li-ion 7.4V 2000mAh (typical capacity), 1880mAh (minimum value)	-30%
330	Icom	A, B or C	Accessories	BP273	BP273	Battery case that holds 3 AA alkaline batteries	-30%
331	Icom	A, B or C	Accessories	BP275	BP275	7.4V 1500mAh Li-ion battery for M92D	-30%
332	Icom	A, B or C	Accessories	BP277EX	BP277EX	Li-ion 7.4V 1900mAh (typical capacity), 1800mAh (minimum value) blue battery	-30%
333	Icom	A, B or C	Accessories	BP279	BP279	Li-ion 7.2V 1485mAh battery	-30%
334	Icom	A, B or C	Accessories	BP280	BP280	Li-ion 7.2V 2280mAh battery	-30%
335	Icom	A, B or C	Accessories	BP282	BP282	1500mAh Li-ion battery for the M25	-30%
336	Icom	A, B or C	Accessories	BP283	BP283	Li-ion 7.4V 2010mAh (typical capacity), 1910mAh (minimum value)	-30%
337	Icom	A, B or C	Accessories	BP284	BP284	Li-ion 7.4V 3210mAh (typical capacity), 3070mAh (minimum value)	-30%
338	Icom	A, B or C	Accessories	BP285	BP285	Li-ion 7.2V 1570mAh (typical), 1485mAh (minimum) battery for M93D	-30%
339	Icom	A, B or C	Accessories	BP287	BP287	2800mAh li-ion 7.2V battery	-30%
340	Icom	A, B or C	Accessories	BP288	BP288	2350mAh li-ion 7.2V battery; IP57	-30%
341	Icom	A, B or C	Accessories	BP289	BP289	Battery case 6 x AA; IP54	-30%
342	Icom	A, B or C	Accessories	BP290	BP290	2010mAh li-ion battery	-30%
343	Icom	A, B or C	Accessories	BP291	BP291	Battery case 5 x AA	-30%
344	Icom	A, B or C	Accessories	BP292IS	BP292IS	2010mAh li-ion intrinsically safe battery	-30%
345	Icom	A, B or C	Accessories	BP293	BP293	Battery case 6 x AA	-30%
346	Icom	A, B or C	Accessories	BP294	BP294	3150mAh li-ion battery for the F52D/F62D/M85	-30%
347	Icom	A, B or C	Accessories	BP296	BP296	3.6V 2350mAh Li-Ion battery (M37)	-30%
348	Icom	A, B or C	Accessories	BP297	BP297	Alkaline case for M37 (3 x AAA)	-30%
349	Icom	A, B or C	Accessories	BP298	BP298	2250mAh Li-ion battery for the V86	-30%
350	Icom	A, B or C	Accessories	BP299	BP299	3150mAh li-ion battery for the V86	-30%
351	Icom	A, B or C	Accessories	BP300	BP300	7.2V 2350mAh li-ion battery for the SAT100	-30%
352	Icom-Laird Technologies	A, B or C	Accessories	CEN EXD 400 SMI	CEN EXD 400 SMI	400-420MHz stubby antenna for the F60/V portable radios	-30%
353	Icom-Laird Technologies	A, B or C	Accessories	CEN EXD 450 SMI	CEN EXD 450 SMI	450-470MHz stubby antenna for F60/V portable radios	-30%
354	Icom-Laird Technologies	A, B or C	Accessories	CEN EXS 150 SMI	CEN EXS 150 SMI	150-160MHz stubby antenna for F50/V & M88 handheld radios	-30%
355	Icom	A, B or C	Accessories	CFFR5000 02	CFFR5000 02	Multi-site (conventional only) IP repeater link card (requires UC-FR5000 or UCFR5300 board)	-30%

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Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
356	Icom	A, B or C	Accessories	CFFR5000MT	CFFR5000MT	Multi-site (conventional & trunking) IP repeater link card (requires UC-FR5000 or UCFR5300 board)	-30%
357	Icom	A, B or C	Accessories	CFFR5300SC	CFFR5300SC	Simulcast IP Repeater link card (requires UC-FR5300)	-30%
358	Icom	A, B or C	Accessories	CFUF8100	CFUF8100	Cooling fan unit	-30%
359	Icom	A, B or C	Accessories	CP12L	CP12L	Cigarette lighter cable with noise filter and right angle connector	-30%
360	Icom	A, B or C	Accessories	CP20	CP20	Cigarette lighter cable with noise filter and DC-DC converter. Charges the BC167 with a 12V/24V cigarette lighter socket.	-30%
361	Icom	A, B or C	Accessories	CP22	CP22	Cigarette lighter cable with DC-DC converter for use with the BC179 for the A14/S. 12-24V DC input available.	-30%
362	Icom	A, B or C	Accessories	CP23L	CP23L	12V cigarette lighter cable for use with rapid chargers	-30%
363	Icom	A, B or C	Accessories	CP24	CP24	Cigarette lighter cable that charges the charger in a vehicle	-30%
364	Icom	A, B or C	Accessories	CS2300H	CS2300H	Cloning software for 2300H	-30%
365	Icom	A, B or C	Accessories	CS7100	CS7100	Programming software for 7100	-30%
366	Icom	A, B or C	Accessories	CS9100	CS9100	Cloning software for 9100	-30%
367	Icom	A, B or C	Accessories	CSA120	CSA120	Programming software A120	-30%
368	Icom	A, B or C	Accessories	CSA14	CSA14	Programming software for the A14/A14S	-30%
369	Icom	A, B or C	Accessories	CSA220	CSA220	Programming software A220	-30%
370	Icom	A, B or C	Accessories	CSA24	CSA24	A24 Cloning Software	-30%
371	Icom	A, B or C	Accessories	CSA25	CSA25	A25 programming software	-30%
372	Icom	A, B or C	Accessories	CSF11	CSF11	F11/F21 Program Sftwre	-30%
373	Icom	A, B or C	Accessories	CSF14	CSF14	F14/F24 Program Sftwre w/ MDC	-30%
374	Icom	A, B or C	Accessories	CSF2000	CSF2000	Programming software for the F1000/2000 series	-30%
375	Icom	A, B or C	Accessories	CSF2100D	CSF2100D	Programming software for the F1100D/2100D	-30%
376	Icom	A, B or C	Accessories	CSF3001	CSF3001	F3001/F4001 programming software	-30%
377	Icom	A, B or C	Accessories	CSF3011	CSF3011	F3011/4011 software	-30%
378	Icom	A, B or C	Accessories	CSF3021/F5021/F5011	CSF3021/F5021/F5011	F3021/5021/5011 series programming software	-30%
379	Icom	A, B or C	Accessories	CSF3101D/F5121D	CSF3101D/F5121D	F3101D/F5121D series programming software	-30%
380	Icom	A, B or C	Accessories	CSF3161/F5061	CSF3161/F5061	Software to program the F3161/4161 & F5061/6061 radios	-30%
381	Icom	A, B or C	Accessories	CSF3210D	CSF3210D	Programming software for F3210D/4210D, F3230D/4230D & F5220D/6220D	-30%
382	Icom	A, B or C	Accessories	CSF3360D/F5360D	CSF3360D/F5360D	Programming software for the F3360D & F5360D series	-30%
383	Icom	A, B or C	Accessories	CSF3400D	CSF3400D	Programming software for the F3400D/F5400D series	-30%
384	Icom	A, B or C	Accessories	CSF5122DD	CSF5122DD	F5122DD/6122DD programming software	-30%
385	Icom	A, B or C	Accessories	CSF52D	CSF52D	F52D/F62D programming software	-30%
386	Icom	A, B or C	Accessories	CSF70/F1700	CSF70/F1700	Cloning Softwre F70/F80/F1721/F1821/F2721/F282	-30%
387	Icom	A, B or C	Accessories	CSF7510	CSF7510	Programming software for the F7010 & F7510 P25 radios	-30%
388	Icom	A, B or C	Accessories	CSF8101	CSF8101	Programming software. Use a generic USB "A" to "B" cable to program radio.	-30%
389	Icom	A, B or C	Accessories	CSF9010/F9510	CSF9010/F9510	F9011/9511 programming software	-30%
390	Icom	A, B or C	Accessories	CSFR5000	CSFR5000	FR5000/6000 programming software	-30%
391	Icom	A, B or C	Accessories	CSFR9010	CSFR9010	Programming software for the FR9010/9020	-30%
392	Icom	A, B or C	Accessories	CSGM1600	CSGM1600	GM1600 programming software	-30%
393	Icom	A, B or C	Accessories	CSIP501H	CSIP501H	IP501H programming software	-30%
394	Icom	A, B or C	Accessories	CSKLD2	CSKLD2	Encryption key loader software for F3400/F5400 series	-30%
395	Icom	A, B or C	Accessories	CSM24	CSM24	M24 programming software	-30%
396	Icom	A, B or C	Accessories	CSM25	CSM25	M25 programming software (requires OPC478UC+OPC1655)	-30%
397	Icom	A, B or C	Accessories	CSM330	CSM330	M330 programming software	-30%
398	Icom	A, B or C	Accessories	CSM400BB	CSM400BB	M400BB programming software. Requires OPC-478UC + OPC-980 cables.	-30%
399	Icom	A, B or C	Accessories	CSM506	CSM506	M506 programming software. Requires OPC-478UC + OPC-980 cables.	-30%
400	Icom	A, B or C	Accessories	CSM604A	CSM604A	M604A programming software	-30%
401	Icom	A, B or C	Accessories	CSM605	CSM605	Programming software for the M605. Includes MMSI reset dongle. Requires OPC2382 + OPC478UC for programming.	-30%
402	Icom	A, B or C	Accessories	CSM72	CSM72	M72 Programming Software	-30%
403	Icom	A, B or C	Accessories	CSM73	CSM73	Programming software for the M73	-30%
404	Icom	A, B or C	Accessories	CSM802	CSM802	M802 Program Software	-30%
405	Icom	A, B or C	Accessories	CSM85	CSM85	M85 programming software	-30%
406	Icom	A, B or C	Accessories	CSM92D/M424	CSM92D/M424	Programming software for M92D & M424	-30%
407	Icom	A, B or C	Accessories	CSOTPM1	CSOTPM1	Over-the-air programming (OTAP) manager software	-30%
408	Icom	A, B or C	Accessories	CSOTPM2	CSOTPM2	P25 over-the-air programming (OTAP) manager software; support only conventional mode	-30%
409	Icom	A, B or C	Accessories	CSR30	CSR30	Programming software for R30	-30%
410	Icom	A, B or C	Accessories	CSR6	CSR6	Programming software fo R6	-30%
411	Icom	A, B or C	Accessories	CSR8600	CSR8600	R8600 programming software	-30%
412	Icom	A, B or C	Accessories	CSRMK4	CSRMK4	Programming software for the RMK4	-30%
413	Icom	A, B or C	Accessories	CST70	CST70	T70A software	-30%
414	Icom	A, B or C	Accessories	CSV80	CSV80	V80 software	-30%
415	Icom	A, B or C	Accessories	CT23 01	CT23 01	PTT microphone adapter to use SM-26 or HM-152 with a PC. Requires BC-147S.	-30%
416	Icom	A, B or C	Accessories	CT24	CT24	Digital voice converter (supplied with RCFS10 and works with VEPG3)	-30%
417	Icom	A, B or C	Accessories	EH15B	EH15B	Earphone with 2.5mm plug to use with HM-163MC	-30%
418	Icom	A, B or C	Accessories	EM80	EM80	9-pin full size speaker mic for F30G series. IS approved to work with F30G IS radios.	-30%
419	Icom	A, B or C	Accessories	EX2785J01	EX2785J01	P25 activation software for F70/80 & F1721/2721 radios	-30%
420	Icom	A, B or C	Accessories	EX2785J03	EX2785J03	AES activation upgrade	-30%
421	Icom	A, B or C	Accessories	F121 MMB	F121 MMB	Mounting bracket F121/F221 F5011/F5021 series	-30%
422	Icom	A, B or C	Accessories	F1721 MMB	F1721 MMB	Mounting bracket for F1721/F1821, F2721/2821, F9011S/T	-30%
423	Icom	A, B or C	Accessories	F5061 IGN SENSE CABLE	F5061 IGN SENSE CABLE	96" cable with 3A fuse	-30%
424	Icom	A, B or C	Accessories	F5061 MMB	F5061 MMB	Mounting bracket included with the F5061/F6061	-30%
425	Icom	A, B or C	Accessories	FAB02AR	FAB02AR	Standard antenna for Aviation handheld radios	-30%
426	Icom	A, B or C	Accessories	FAS100U	FAS100U	7/800MHz antenna	-30%
427	Icom	A, B or C	Accessories	FAS102U	FAS102U	Antenna for SAT100	-30%
428	Icom	A, B or C	Accessories	FAS24V	FAS24V	136-150MHz antenna for the F50/V handhelds (Blue ring)	-30%
429	Icom	A, B or C	Accessories	FAS270C	FAS270C	Wideband RX antenna (SMA)	-30%
430	Icom	A, B or C	Accessories	FAS27U	FAS27U	400-470MHz antenna for the F60/V (green ring)	-30%
431	Icom	A, B or C	Accessories	FAS56U	FAS56U	450-520MHz antenna for F60/V (red ring)	-30%
432	Icom	A, B or C	Accessories	FAS57US	FAS57US	450-490MHz stubby antenna for F60/V portable radios (red ring)	-30%
433	Icom	A, B or C	Accessories	FAS58U	FAS58U	400-470MHz antenna - standard on the F9021	-30%
434	Icom	A, B or C	Accessories	FAS59V	FAS59V	150-174MHz standard antenna for the F50 & M88 (red ring)	-30%
435	Icom	A, B or C	Accessories	FAS61V	FAS61V	Standard antenna for GM1600	-30%
436	Icom	A, B or C	Accessories	FAS62VS	FAS62VS	150-162MHz stubby antenna for F50/V (Red ring)	-30%
437	Icom	A, B or C	Accessories	FAS63VS	FAS63VS	160-174MHz stubby antenna for F50/V (green ring)	-30%
438	Icom	A, B or C	Accessories	FAS64V	FAS64V	Standard antenna for the M72/M73 (4 17/32" or 115mm)	-30%
439	Icom	A, B or C	Accessories	FAS65V	FAS65V	148-160 MHz flexible antenna - standard on F9011	-30%
440	Icom	A, B or C	Accessories	FAS67VC	FAS67VC	136-174MHz cut antenna - F3400/F7010/F9011	-30%
441	Icom	A, B or C	Accessories	FAS74U	FAS74U	490-520MHz antenna for F60/V (blue ring)	-30%
442	Icom	A, B or C	Accessories	FAS76UC	FAS76UC	380-520MHz cut antenna for F4400/F9021	-30%
443	Icom	A, B or C	Accessories	FAS81U	FAS81U	380-430MHz antenna for F4400	-30%
444	Icom	A, B or C	Accessories	FAS81US	FAS81US	400-450MHz stubby antenna for F4400	-30%
445	Icom	A, B or C	Accessories	FAS81V	FAS81V	136-150MHz antenna for F3400/F7010/F9011	-30%
446	Icom	A, B or C	Accessories	FAS81VS	FAS81VS	136-150MHz stubby antenna for F3400	-30%
447	Icom	A, B or C	Accessories	FAS82U	FAS82U	430-480MHz antenna for F4400	-30%
448	Icom	A, B or C	Accessories	FAS82US	FAS82US	450-490MHz stubby antenna for F4400	-30%
449	Icom	A, B or C	Accessories	FAS82V	FAS82V	148-162MHz antenna	-30%
450	Icom	A, B or C	Accessories	FAS82VS	FAS82VS	148-162MHz stubby antenna	-30%
451	Icom	A, B or C	Accessories	FAS83U	FAS83U	470-520MHz antenna for F4400	-30%
452	Icom	A, B or C	Accessories	FAS83V	FAS83V	160-174MHz antenna for F3400	-30%
453	Icom	A, B or C	Accessories	FAS83VS	FAS83VS	160-174MHz stubby antenna for F3400	-30%
454	Icom	A, B or C	Accessories	FASC25U	FASC25U	400-430MHz antenna for LM portables	-30%
455	Icom	A, B or C	Accessories	FASC25V	FASC25V	136-150MHz antenna for LM portables	-30%
456	Icom	A, B or C	Accessories	FASC26US	FASC26US	400-450MHz stubby antenna for LM portables	-30%
457	Icom	A, B or C	Accessories	FASC26VS	FASC26VS	136-144MHz stubby antenna for LM portables	-30%
458	Icom	A, B or C	Accessories	FASC27VS	FASC27VS	142-150MHz stubby antenna for LM portables	-30%
459	Icom	A, B or C	Accessories	FASC28V	FASC28V	142-162MHz antenna for LM portables	-30%
460	Icom	A, B or C	Accessories	FASC29V	FASC29V	160-174MHz antenna for LM portables	-30%
461	Icom	A, B or C	Accessories	FASC55V	FASC55V	146-174MHz standard antenna for LM portables	-30%
462	Icom	A, B or C	Accessories	FASC56VS	FASC56VS	150-160MHz stubby antenna for LM portables	-30%
463	Icom	A, B or C	Accessories	FASC57U	FASC57U	430-470MHz standard antenna for LM radios (red ring)	-30%
464	Icom	A, B or C	Accessories	FASC57VS	FASC57VS	160-174MHz stubby antenna for LM portables	-30%
465	Icom	A, B or C	Accessories	FASC58V	FASC58V	Standard antenna M24/M34/M36/M85	-30%
466	Icom	A, B or C	Accessories	FASC59V	FASC59V	Standard antenna M25/M37/M93D/M92D	-30%
467	Icom	A, B or C	Accessories	FASC61UC	FASC61UC	380-520MHz cut antenna for the specific frequency desired	-30%
468	Icom	A, B or C	Accessories	FASC61VC	FASC61VC	136-174MHz cut antenna for the specific frequency desired	-30%
469	Icom	A, B or C	Accessories	FASC62V	FASC62V	150-160MHz high gain antenna for LM portables (10")	-30%
470	Icom	A, B or C	Accessories	FASC63V	FASC63V	155-165MHz high gain antenna for LM portables (9.5")	-30%
471	Icom	A, B or C	Accessories	FASC72U	FASC72U	470-512MHz antenna for LM portables	-30%
472	Icom	A, B or C	Accessories	FASC73US	FASC73US	450-470MHz stubby antenna for LM portable radios	-30%
473	Icom-Galtronics	A, B or C	Accessories	GAL 06026	GAL 06026	136-174MHz short helical broadband antenna for F9011	-30%
474	Icom	A, B or C	Accessories	HM126B	HM126B	Standard black front mount mic for M504	-30%
475	Icom	A, B or C	Accessories	HM126RB	HM126RB	Standard black rear mount mic for M504/M604	-30%
476	Icom	A, B or C	Accessories	HM128	HM128	Earphone-microphone with 2-pin straight connector	-30%

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Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
477	Icom	A, B or C	Accessories	HM128L	HM128L	Earphone/mic with 2-pin right angle connector	-30%
478	Icom	A, B or C	Accessories	HM131	HM131	Speaker/microphone with earphone jack and clip (straight 2-pin, both stereo plug)	-30%
479	Icom	A, B or C	Accessories	HM131SC	HM131SC	Lightweight speaker microphone with earphone jack (9-pin)	-30%
480	Icom	A, B or C	Accessories	HM133V	HM133V	Standard partial function remote microphone (squelch only) 2300H/V8000	-30%
481	Icom	A, B or C	Accessories	HM135	HM135	Hand microphone; water resistant, remote function for M802	-30%
482	Icom	A, B or C	Accessories	HM138	HM138	Waterproof 9-pin marine style speaker mic (IS approved for F50/F60/M88/F70/F80)	-30%
483	Icom	A, B or C	Accessories	HM148G	HM148G	Self grounding microphone for mobile radios	-30%
484	Icom	A, B or C	Accessories	HM148T	HM148T	DMTF mobile microphone	-30%
485	Icom	A, B or C	Accessories	HM151	HM151	Remote control microphone (7000/7100)	-30%
486	Icom	A, B or C	Accessories	HM152	HM152	Standard microphone for low/mid range mobile radios	-30%
487	Icom	A, B or C	Accessories	HM152T	HM152T	DTMF modular microphone for LM mobile radios	-30%
488	Icom	A, B or C	Accessories	HM153LA	HM153LA	Covert durable microphone with earphone combination (right angle 2-pin screw down connector)	-30%
489	Icom	A, B or C	Accessories	HM153LS	HM153LS	Microphone with 2.5mm earphone combination (right angle 2-pin connector)	-30%
490	Icom	A, B or C	Accessories	HM154	HM154	Simple microphone for Amateur mobile radios (RJ45)	-30%
491	Icom	A, B or C	Accessories	HM158LA	HM158LA	Compact speaker microphone with revolving clip and earphone jack (right angle 2-pin screw down connector, stereo mic/mono speaker)	-30%
492	Icom	A, B or C	Accessories	HM159LA	HM159LA	Large speaker microphone with earphone jack and metal alligator clip (right angle 2-pin screw down connector, stereo mic/mono speaker)	-30%
493	Icom	A, B or C	Accessories	HM159SC LG	HM159SC LG	Large speaker microphone with earphone jack and metal alligator clip (9-pin, stereo mic/mono speaker)	-30%
494	Icom	A, B or C	Accessories	HM163MC	HM163MC	Lapel mic with 2.5mm earphone jack	-30%
495	Icom	A, B or C	Accessories	HM164B	HM164B	Standard black hand mic M200/M304/M412	-30%
496	Icom	A, B or C	Accessories	HM165	HM165	Waterproof speaker mic for M34/M36/M93D	-30%
497	Icom	A, B or C	Accessories	HM166LA	HM166LA	Earphone microphone with 2-pin right angle connector	-30%
498	Icom	A, B or C	Accessories	HM166LS	HM166LS	Earphone microphone with two pin right angle connector	-30%
499	Icom	A, B or C	Accessories	HM167	HM167	Lightweight IPX8 waterproof speaker mic M73/GM1600/M92/M72	-30%
500	Icom	A, B or C	Accessories	HM168LWP	HM168LWP	Waterproof speaker microphone	-30%
501	Icom	A, B or C	Accessories	HM169	HM169	Waterproof speaker mic (9-pin)	-30%
502	Icom	A, B or C	Accessories	HM169 IS	HM169 IS	Intrinscially safe waterproof speaker mic (9-pin)	-30%
503	Icom	A, B or C	Accessories	HM176	HM176	Microphone for the A220/A210/A200/PS80	-30%
504	Icom	A, B or C	Accessories	HM180	HM180	Microphone for M710/M700PRO	-30%
505	Icom	A, B or C	Accessories	HM183LS	HM183LS	Waterproof compact speaker microphone (2pin connector)	-30%
506	Icom	A, B or C	Accessories	HM184H	HM184H	14-pin loud waterproof speaker mic (no accessory jack)	-30%
507	Icom	A, B or C	Accessories	HM184IS	HM184IS	14-pin intrinsically safe approved waterproof speaker mic (no accessory jack)	-30%
508	Icom	A, B or C	Accessories	HM186LS	HM186LS	Compact speaker microphone with earphone jack (2 pin connector)	-30%
509	Icom	A, B or C	Accessories	HM192	HM192	Remote control microphone for F8101 (requires separation cable)	-30%
510	Icom	A, B or C	Accessories	HM193	HM193	Hand microphone for the F8101	-30%
511	Icom	A, B or C	Accessories	HM195B	HM195B	CommandMic IV with yellow backlit LCD in black	-30%
512	Icom	A, B or C	Accessories	HM195GB	HM195GB	CommandMic IV with white backlit LCD in black	-30%
513	Icom	A, B or C	Accessories	HM195GW	HM195GW	CommandMic IV with white backlit LCD in super white	-30%
514	Icom	A, B or C	Accessories	HM195SW	HM195SW	Command Mic IV with yellow backlit LCD in super white	-30%
515	Icom	A, B or C	Accessories	HM196B	HM196B	Standard hand microphone for M424 and works with the M424G	-30%
516	Icom	A, B or C	Accessories	HM196SW	HM196SW	Standard hand microphone for M424 and works with the M424G	-30%
517	Icom	A, B or C	Accessories	HM198	HM198	Hand microphone for 7100	-30%
518	Icom	A, B or C	Accessories	HM202	HM202	Compact IPX7 waterproof speaker mic M73/M72	-30%
519	Icom	A, B or C	Accessories	HM203EX	HM203EX	Blue speaker microphone for F3201DEX/4201DEX	-30%
520	Icom	A, B or C	Accessories	HM205B	HM205B	Speaker microphone M424G/M506	-30%
521	Icom	A, B or C	Accessories	HM205RB	HM205RB	Speaker microphone for M506 rear connector & M605	-30%
522	Icom	A, B or C	Accessories	HM207	HM207	Control hand microphone (ID-5100)	-30%
523	Icom	A, B or C	Accessories	HM207S	HM207S	DTMF standard mic ID4100	-30%
524	Icom	A, B or C	Accessories	HM213	HM213	Waterproof floating speaker mic for M25	-30%
525	Icom	A, B or C	Accessories	HM214H	HM214H	Hand microphone for GM800 & M803	-30%
526	Icom	A, B or C	Accessories	HM215	HM215	Speaker microphone for the BC-218 car charger	-30%
527	Icom	A, B or C	Accessories	HM216	HM216	Standard microphone for A120	-30%
528	Icom	A, B or C	Accessories	HM217	HM217	Microphone with built-in speaker and front panel includes up/down buttons and two programmable buttons (P1/P2)	-30%
529	Icom	A, B or C	Accessories	HM218	HM218	Secondary remote control microphone, COMMANDMIC, for the F5400D/F6400D. Requires RMK5 + OPC2373 or OPC2374.	-30%
530	Icom	A, B or C	Accessories	HM219	HM219	Hand microphone 7300/7610	-30%
531	Icom	A, B or C	Accessories	HM220	HM220	Heavy duty microphone (IP54) for the F5400 series	-30%
532	Icom	A, B or C	Accessories	HM220T	HM220T	Heavy duty microphone with DTMF keypad (IP54) for the F5400 series	-30%
533	Icom	A, B or C	Accessories	HM221	HM221	Microphone (IP55) for the F5400 series	-30%
534	Icom	A, B or C	Accessories	HM221T	HM221T	Microphone with DTMF keypad (IP55) for the FS400 series	-30%
535	Icom	A, B or C	Accessories	HM222	HM222	IP68 waterproof speaker microphone w/3.5mm accessory jack (14-pin connector)	-30%
536	Icom	A, B or C	Accessories	HM228	HM228	Compact IPX7 speaker mic for M93D	-30%
537	Icom	A, B or C	Accessories	HM230HB	HM230HB	CommandMic with 10-key (IP55) for IP501M	-30%
538	Icom	A, B or C	Accessories	HM231	HM231	Waterproof speaker microphone (A25)	-30%
539	Icom	A, B or C	Accessories	HM232	HM232	Hand microphone for ID4100	-30%
540	Icom	A, B or C	Accessories	HM233GP	HM233GP	GPS microphone IP67	-30%
541	Icom	A, B or C	Accessories	HM234	HM234	Aviation speaker mic (2-pin right angle connector)	-30%
542	Icom	A, B or C	Accessories	HM235B	HM235B	Black microphone for M330	-30%
543	Icom	A, B or C	Accessories	HM235W	HM235W	White microphone for M330	-30%
544	Icom	A, B or C	Accessories	HM236	HM236	Compact waterproof speaker microphone	-30%
545	Icom	A, B or C	Accessories	HM240	HM240	Waterproof aviation speaker mic (2-pin)	-30%
546	Icom	A, B or C	Accessories	HM241	HM241	Mobile microphone with emergency button for IP501M (IP54)	-30%
547	Icom	A, B or C	Accessories	HM75LS	HM75LS	Remote control speaker microphone with transmit indicator and earphone jack (right angle 2-pin, both stereo plug)	-30%
548	Icom	A, B or C	Accessories	HM-9000	HM-9000	Speaker microphone for the FR9010/9020 repeaters	-30%
549	Icom-Impact Radio Accessories	A, B or C	Accessories	HM-HD7l6WP	HM-HD7l6WP	Large waterproof, high gain speaker microphone with 3.5mm accessory jack (14-pin connector)	-30%
550	Icom-Impact Radio Accessories	A, B or C	Accessories	HM-HD7l7WP	HM-HD7l7WP	Large waterproof speaker microphone with 3.5mm accessory jack (right angle 2-pin screw down connector)	-30%
551	Icom	A, B or C	Accessories	HS102	HS102	Over the head headset with earphone. Allows for full-duplex operation and requires the OPC-2359.	-30%
552	Icom	A, B or C	Accessories	HS94	HS94	Earpiece headset; use with VS/OPC2004/OPC2006/OPC1392	-30%
553	Icom	A, B or C	Accessories	HS94LWP	HS94LWP	Earhook headset with boom microphone with 2-pin screw down connector for hands-free operation.	-30%
554	Icom	A, B or C	Accessories	HS95	HS95	Headset with boom mic; use with VS/OPC2004/OPC2006/OPC1392	-30%
555	Icom	A, B or C	Accessories	HS95LWP	HS95LWP	Behind-the-head type with boom microphone with 2-pin screw down connector	-30%
556	Icom	A, B or C	Accessories	HS97	HS97	Earphone with throat mic headset; use with VS/OPC2004/OPC2006/OPC1392	-30%
557	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IABC1019	IABC1019	Heavy duty vehicular charger	-30%
558	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IA-BC171	IA-BC171	Heavy duty vehicular charger for the F3161/F4161 series	-30%
559	Icom	A, B or C	Accessories	IA-DH1095	IA-DH1095	Remote mounting kit for the F9511/F9521 dual head kit. Dual head, external speaker, speaker microphone, and separation cables are required.	-30%
560	Icom-Pryme Radio Products	A, B or C	Accessories	IAHM600	IAHM600	Heavy duty Bluetooth speaker microphone with loud audio, water/dust resistant & 40+ hours of talk time (charger included)	-30%
561	Icom-Schippers & Crew	A, B or C	Accessories	IAJB1001	IAJB1001	Extension cable junction box for RMK5 or RMK7 that allows installer to connect 2 OPC2367s together for 52ft of cable	-30%
562	Icom-Tate Technology	A, B or C	Accessories	IAOPC054	IAOPC054	Cable to wire the F5400/F6400 to an external speaker	-30%
563	Icom-Tessco	A, B or C	Accessories	IAOPC1003	IAOPC1003	USB to micro-USB 3ft cable	-30%
564	Icom	A, B or C	Accessories	IAOPC1075	IAOPC1075	F7500 mobile adapter cable to use with Motorola KVL3000/4000/5000 keyloaders. Requires the OPC1534 cable and a RJ45 female-to-female adapter.	-30%
565	Icom	A, B or C	Accessories	IAOPC1076	IAOPC1076	F7500 mobile adapter cable to use with the KVL125 keyloader. Requires the OPC-IAKVL1 cable and a RJ45 female-to-female adapter.	-30%
566	Icom-Innovative Circuit	A, B or C	Accessories	IAPS12	IAPS12	Power supply with cover for control station (120VAC; 20A)	-30%
567	Icom-Innovative Circuit	A, B or C	Accessories	IAPS12E	IAPS12E	Power supply with cover for control station (220VAC; 12A) for low and mid power only	-30%
568	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS ANTRLY-D	IAS ANTRLY-D	1RU dual antenna switch for FR9010/9020	-30%
569	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS ANTRLY-S	IAS ANTRLY-S	1RU single antenna switch for FR9010/9020	-30%
570	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BC-RHADPTR	IAS BC-RHADPTR	100-240V charger adapter for use with the IAS OPC-RHUSB	-30%
571	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BC-RHCHG1	IAS BC-RHCHG1	100-240V single unit charger for RedHawk mic	-30%
572	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BC-RHCHG12	IAS BC-RHCHG12	100-240V 12 unit charger for the RedHawk mics	-30%
573	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BP-RHBATT1	IAS BP-RHBATT1	3.8V 1200mAh battery for RedHawk mic	-30%
574	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS CP-RHLP	IAS CP-RHLP	12-24V cigarette lighter plug requiring 2 USB cables	-30%
575	Icom	A, B or C	Accessories	IAS CROSSBAND CONTROLLE	IAS CROSSBAND CONTROLLE	Analog gateway that provides an easy migration path from analog to digital technology	-30%
576	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS CS-RHSW	IAS CS-RHSW	Utility software to upload stored tracks, optional PC programming, online demos. One per customer needed.	-30%
577	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RHI14	IAS OPC-RHI14	RedHawk 14-pin cable connects GPS mic to radio (works in analog, P25 digital and IDAS)	-30%
578	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RHI1D	IAS OPC-RHI1D	RedHawk cable connects GPS mic to P25 mobile radios (works in both analog and P25 digital). May require AFO mod on radio.	-30%
579	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RHI9	IAS OPC-RHI9	RedHawk 9-pin cable connects GPS mic to radio (works in analog only)	-30%
580	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RHUSB	IAS OPC-RHUSB	USB cable to connect mic with PC or charger adapter. One comes with each microphone.	-30%
581	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS REDHAWK	IAS REDHAWK	Speaker microhpone with GPS receiver. LCD display shows basic orientation of all members within a group. Battery & USB cable included. Cable that hooks from microphone to radio is required.	-30%
582	Icom	A, B or C	Accessories	IASANTSW1	IASANTSW1	Single antenna switch for base station operation	-30%
583	Icom	A, B or C	Accessories	IASANTSW2	IASANTSW2	Dual antenna switch for base station operation	-30%
584	Icom-FIPLEX	A, B or C	Accessories	IASDP1001	IASDP1001	DC distribution panel 12/24VDC with remote power control and SNMP. It can manage up to 12 loads.	-30%
585	Icom-FIPLEX	A, B or C	Accessories	IASDUP1001	IASDUP1001	136-148 6 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
586	Icom-FIPLEX	A, B or C	Accessories	IASDUP1002	IASDUP1002	148-160 6 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
587	Icom-FIPLEX	A, B or C	Accessories	IASDUP1003	IASDUP1003	160-174 6 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
588	Icom-FIPLEX	A, B or C	Accessories	IASDUP1004	IASDUP1004	136-148 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
589	Icom-Amphenol Procom	A, B or C	Accessories	IASDUP1005	IASDUP1005	148-160 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
590	Icom-FIPLEX	A, B or C	Accessories	IASDUP1006	IASDUP1006	160-174 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
591	Icom-FIPLEX	A, B or C	Accessories	IASDUP1007	IASDUP1007	136-148 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%

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No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
592	Icom-FIPLEX	A, B or C	Accessories	IASDUP1008	IASDUP1008	148-160 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
593	Icom-FIPLEX	A, B or C	Accessories	IASDUP1009	IASDUP1009	160-174 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
594	Icom-EMR	A, B or C	Accessories	IASDUP1010	IASDUP1010	144-190MHz 6 cavity 100W duplexer with 3MHz minimum TX-RX separation	-30%
595	Icom-Telewave	A, B or C	Accessories	IASDUP1012	IASDUP1012	144-174MHz 6 cavity, 350W duplexer, 400kHz TX-RX separation; 32" tall	-30%
596	Icom-Amphenol Procom	A, B or C	Accessories	IASDUP1015	IASDUP1015	152-175MHz 50W internal duplexer (6-15MHz minimum separation)	-30%
597	Icom-FIPLEX	A, B or C	Accessories	IASDUP1035	IASDUP1035	400-512 4 cavity 100W duplexer, 3MHz TX-RX separation	-30%
598	Icom-Procom A/S	A, B or C	Accessories	IASDUP1036	IASDUP1036	400-440 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
599	Icom-Procom A/S	A, B or C	Accessories	IASDUP1037	IASDUP1037	440-470 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
600	Icom-FIPLEX	A, B or C	Accessories	IASDUP1038	IASDUP1038	470-490 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
601	Icom-FIPLEX	A, B or C	Accessories	IASDUP1039	IASDUP1039	490-512 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
602	Icom-FIPLEX	A, B or C	Accessories	IASDUP1040	IASDUP1040	400-440 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
603	Icom-FIPLEX	A, B or C	Accessories	IASDUP1041	IASDUP1041	440-470 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
604	Icom-FIPLEX	A, B or C	Accessories	IASDUP1042	IASDUP1042	470-490 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
605	Icom-FIPLEX	A, B or C	Accessories	IASDUP1043	IASDUP1043	490-512 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
606	Icom-EMR	A, B or C	Accessories	IASDUP1044	IASDUP1044	440-512 6 cavity 100W duplexer with 3MHz minimum TX-RX separation	-30%
607	Icom	A, B or C	Accessories	IASDUP50CY	IASDUP50CY	CY5000/6000 internal duplexer assembly kit including RF jumpers and screws	-30%
608	Icom	A, B or C	Accessories	IASDUP50FR	IASDUP50FR	FR5000/6000 internal duplexer assembly kit including RF jumpers, mounting bracket and screws	-30%
609	Icom-RF Technology	A, B or C	Accessories	IASE2PA506	IASE2PA506	440-470MHz 100W 2RU power amplifier; 19" rack mountable; requires 13.8V power supply	-30%
610	Icom-RF Technology	A, B or C	Accessories	IASE2PA507	IASE2PA507	470-490MHz 100W 2RU power amplifier; 19" rack mountable; requires 13.8V power supply	-30%
611	Icom-RF Technology	A, B or C	Accessories	IASE2PA511	IASE2PA511	470-490MHz 100W 2RU additional power amplifier (fits next to IASE2PA507 in chassis)	-30%
612	Icom-Innovative Circuit	A, B or C	Accessories	IASIV1300	IASIV1300	Site inverter 300W 12/24VDC; 1RU 19" rack mountable	-30%
613	Icom-THALES	A, B or C	Accessories	IASKF7P	IASKF7P	System Owner Master Key (SOMK); USB Dongle and CS-F7500ASK "P25 Advanced System Key (ASK) Manager Application" Note: Available only to P25 trunking system owners and requires the completion of the "P25 System Key Request Form" by the P25 Trunking System Owner	-30%
614	Icom-THALES	A, B or C	Accessories	IASKF7S	IASKF7S	Accessory Advanced System Key (AASK) USB dongle required for programming P25 trunking parameters. Note: shipped unprogrammed; requires P25 trunking system owner to program	-30%
615	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1005	IASMNT1005	Internal universal accessory mounting plate - use to mount duplexers/pre-selectors into FR5000/FR6000	-30%
616	Icom-Walker Component Group	A, B or C	Accessories	IASMNT1028	IASMNT1028	28x19, 16U desktop 2-post rack; 350lb weight capacity	-30%
617	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1030	IASMNT1030	30" (17RU) locking indoor cabinet	-30%
618	Icom-Radar	A, B or C	Accessories	IASMNT1042	IASMNT1042	42x19 welded steel 2-post rack; 24U, 1,500lb weight capacity	-30%
619	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1046	IASMNT1046	46" (26RU) locking indoor cabinet	-30%
620	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1060	IASMNT1060	60" (34RU) locking indoor cabinet	-30%
621	Icom-Walker Component Group	A, B or C	Accessories	IASMNT1063	IASMNT1063	63x19 welded steel 2-post rack; 63U, 1,500lb weight capacity	-30%
622	Icom-Radar	A, B or C	Accessories	IASMNT1070	IASMNT1070	70x19 welded steel 2-post rack; 40U, 1,500lb weight capacity	-30%
623	Icom-Innovative Circuit	A, B or C	Accessories	IASMNT1100	IASMNT1100	20A power supply rackmount kit; holds 1 or 2 power supplies	-30%
624	Icom-Innovative Circuit	A, B or C	Accessories	IASMNT1102	IASMNT1102	19" 2RU rack mount tray for 20A power supply; holds up to 2 units	-30%
625	Icom-Tessco	A, B or C	Accessories	IASMNT1105	IASMNT1105	Battery charger rackmount kit holds 1 to 2 chargers	-30%
626	Icom-Crescend Technologies	A, B or C	Accessories	IASPA510	IASPA510	144-154MHz 100W out, 2-5W in, 4RU power amplifier; 19" rack mountable	-30%
627	Icom-Crescend Technologies	A, B or C	Accessories	IASPA520	IASPA520	152-162MHz 100W out, 2-5W in, 4RU power amplifier; 19" rack mountable	-30%
628	Icom-FIPLEX	A, B or C	Accessories	IASPR1002	IASPR1002	150-174MHz 4 cavity pre-selector (assembly kit required with FR5000)	-30%
629	Icom-FIPLEX	A, B or C	Accessories	IASPR1010	IASPR1010	400-440MHz 4 cavity pre-selector (assembly kit required with FR6000)	-30%
630	Icom-FIPLEX	A, B or C	Accessories	IASPR1011	IASPR1011	440-520MHz 4 cavity pre-selector (assembly kit required with FR6000)	-30%
631	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASPR50FR	IASPR50FR	FR5000/6000 internal pre-selector assembly kit including RF jumpers, mounting bracket and screws	-30%
632	Icom-Innovative Circuit	A, B or C	Accessories	IASPS1022	IASPS1022	12v/30A power supply/battery charger - 1RU rack mountable with IASMNT1105	-30%
633	Icom-Innovative Circuit	A, B or C	Accessories	IASPS1220	IASPS1220	20A power supply 13.8VDC; requires mount for use in rack (IASMNT1102)	-30%
634	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-20A/IC06	ICT CS120-20A/IC06	110V power supply & cabinet for control station use on P25 radios	-30%
635	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-20AG/IC04	ICT CS120-20AG/IC04	110V power supply and cabinet for control station use for F5011/5021/F5121/F5220	-30%
636	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-20AG/IC09	ICT CS120-20AG/IC09	110V power supply and cabinet for control station use for F5061/6061	-30%
637	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-30A/IC08	ICT CS120-30A/IC08	110V power supply and cabinet for control station use for F9511HT	-30%
638	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC04 220V	ICT IC04 220V	220V power supply and cabinet for control station use for F5011/5021	-30%
639	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC06 220V	ICT IC06 220V	220V power supply & cabinet for control station use on P25 radios	-30%
640	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC09 220V	ICT IC09 220V	220V power supply and cabinet for control station use for F5061/6061	-30%
641	Icom-Innovative Circuit	A, B or C	Accessories	ICT ICO11	ICT ICO11	120V power supply and cabinet for base station use for A120	-30%
642	Icom-Innovative Circuit	A, B or C	Accessories	ICT ICO11 220V	ICT ICO11 220V	220V power supply and cabinet for control station use for A120	-30%
643	Icom-Impact Radio Accessories	A, B or C	Accessories	IMPACT HD3-I3	IMPACT HD3-I3	Heavy duty speaker mic w/3.5mm accessory jack (2-pin screw down connector)	-30%
644	Icom-Impact Radio Accessories	A, B or C	Accessories	IMPACT HD3-I5	IMPACT HD3-I5	Heavy duty use speaker mic with 3.5mm accessory jack (9-pin)	-30%
645	Icom-Impact Radio Accessories	A, B or C	Accessories	IMPACT HD3-I6	IMPACT HD3-I6	Lightweight heavy duty use speaker mic with 3.5mm accessory jack (14-pin connector)	-30%
646	Icom	A, B or C	Accessories	ISL-3	ISL-3	P25 trunking upgrade for the F9011/9511 series radios	-30%
647	Icom	A, B or C	Accessories	ISL-AK25K	ISL-AK25K	Add 25kHz into the radio	-30%
648	Icom	A, B or C	Accessories	ISL-AKAES	ISL-AKAES	AES activation code for F3400/F5400 series	-30%
649	Icom	A, B or C	Accessories	ISL-AKSTM	ISL-AKSTM	Add front panel programming/tactical group functions	-30%
650	Icom	A, B or C	Accessories	ISL-CHEX	ISL-CHEX	Memory channel expansion (4000 CH)	-30%
651	Icom	A, B or C	Accessories	ISL-P25AES	ISL-P25AES	AES activation key enables AES in radio (requires UT134 or UT125 FIPS-2)	-30%
652	Icom	A, B or C	Accessories	ISL-P25DS	ISL-P25DS	P25 packet data service (GPS/text) license	-30%
653	Icom	A, B or C	Accessories	ISL-P25FP	ISL-P25FP	Front panel programming	-30%
654	Icom	A, B or C	Accessories	ISL-P25P2	ISL-P25P2	P25 Phase 2 trunking license (Phase 1 license required)	-30%
655	Icom	A, B or C	Accessories	ISL-P25TR	ISL-P25TR	P25 Phase 1 trunking license	-30%
656	Icom	A, B or C	Accessories	ISL-P25VS	ISL-P25VS	P25 conventional voting scan license	-30%
657	Icom	A, B or C	Accessories	ISL-P25W	ISL-P25W	Enable 25kHz in the F7010/F7510 radios	-30%
658	Icom	A, B or C	Accessories	ISL-UGMTR	ISL-UGMTR	Type D trunking license for single and multi-site trunking	-30%
659	Icom	A, B or C	Accessories	IUK2CMA	IUK2CMA	Dual COMMANDMIC adapter	-30%
660	Icom	A, B or C	Accessories	K220A	K220A	Aviation mobile antenna with a magnetic mount	-30%
661	Icom	A, B or C	Accessories	K220C	K220C	Aviation mobile antenna with a rooftop hole mount	-30%
662	Icom-Kirmuss & Associates	A, B or C	Accessories	KA KVL125	KA KVL125	KVL unit powered by 9-volt battery	-30%
663	Icom-Klein Electronics	A, B or C	Accessories	KLEIN DOUBLE AGENT-S8	KLEIN DOUBLE AGENT-S8	2-Wire Kit D-Ring Earloop for F50/F60	-30%
664	Icom-Laird Technologies	A, B or C	Accessories	LAIRD EXH 160 MXI	LAIRD EXH 160 MXI	155-160MHz antenna	-30%
665	Icom-Pulse Electronics	A, B or C	Accessories	LARSEN SPHL10160IC	LARSEN SPHL10160IC	151-163MHz helical ¼ wave antenna center tuned to 157MHz	-30%
666	Icom	A, B or C	Accessories	LC159	LC159	Leather carrying case for the A6/A24	-30%
667	Icom	A, B or C	Accessories	LC189	LC189	R30 carrying case	-30%
668	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1000S	LCF1000S	Leather carrying case with a swivel for F1000/2000/D non display radios	-30%
669	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1000SS	LCF1000SS	Leather carrying case with a swivel belt loop and cutout for the display for the F1000S/2000S	-30%
670	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1000TS	LCF1000TS	Leather case for the F1000T/2000T with a full keypad cutout with a swivel loop	-30%
671	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1034SW	LCF1034SW	Leather case with swivel belt loop and D-ring; no display cutout for the F3400D	-30%
672	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1035SW	LCF1035SW	Leather case with swivel belt loop and D-ring; display cutout for the F3400DS & F7010S	-30%
673	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1036SW	LCF1036SW	Leather case with swivel belt loop and D-ring; display & full keypad cutout for the F3400DT & F7010T	-30%
674	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1052S	LCF1052S	Leather case with swivel belt loop and D-ring for the F52D	-30%
675	Icom-A.W. Enterprises	A, B or C	Accessories	LCF14 SWIVEL	LCF14 SWIVEL	Leather carrying case with a swivel F14/24 & F3011/4011 radios	-30%
676	Icom-Bee Electronics	A, B or C	Accessories	LCF21 CLIP	LCF21 CLIP	Leather carrying case with a clip F11/21 radios	-30%
677	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3000 SWIVEL	LCF3000 SWIVEL	Leather carrying case with a swivel for the F3001/4001 & F3101D/4101D radios	-30%
678	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3021S SWIVEL	LCF3021S SWIVEL	Leather carrying case with a metal swivel clip and cutout for the display	-30%
679	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3061S SWIVEL	LCF3061S SWIVEL	Leather case for the F3161/4161 with a swivel clip	-30%
680	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3061T SWIVEL	LCF3061T SWIVEL	Leather case for the F3161/4161 with a full keypad cutout with a swivel belt clip	-30%
681	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3261S SWIVEL	LCF3261S SWIVEL	Leather carrying case with a swivel clip and cutout for the display for F3261	-30%
682	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3261T SWIVEL	LCF3261T SWIVEL	Leather carrying case with a swivel clip and cutout for the DTMF keypad for F3261 series	-30%
683	Icom-Bee Electronics	A, B or C	Accessories	LCF70 CLIP	LCF70 CLIP	Leather case with a metal clip and DTMF keypad cutout for the F70/80 series radios.	-30%
684	Icom-Bee Electronics	A, B or C	Accessories	LCF70S LOOP	LCF70S LOOP	Leather case with a belt loop for the F70/80 series radios. Case is not IS approved with any of our IS radios.	-30%
685	Icom-A.W. Enterprises	A, B or C	Accessories	LCF9011S SWIVEL	LCF9011S SWIVEL	Leather carrying case with a swivel clip for the F9011/9021 radios without a full keypad	-30%
686	Icom-A.W. Enterprises	A, B or C	Accessories	LCF9011T SWIVEL	LCF9011T SWIVEL	Leather carrying case with a swivel clip for the F9011T/9021T radios with a full keypad cutout	-30%
687	Icom	A, B or C	Accessories	M422 MMB	M422 MMB	Black mounting bracket for M412/M422	-30%
688	Icom	A, B or C	Accessories	M422SW MMB	M422SW MMB	Mounting bracket super white M412/M422	-30%
689	Icom	A, B or C	Accessories	M504B MMB	M504B MMB	Black mounting bracket for M504/M502	-30%
690	Icom	A, B or C	Accessories	M504G MMB	M504G MMB	Gray mounting bracket for M504/M502	-30%
691	Icom	A, B or C	Accessories	M602 MMB	M602 MMB	Black Mounting Bracke M602 01	-30%
692	Icom	A, B or C	Accessories	M802 CHEA	M802 CHEA	An adaptor that allows 2 control cables to be hooked together for long distance between the head and the radio	-30%
693	Icom	A, B or C	Accessories	M802 MMB	M802 MMB	Mounting Bracket M802	-30%
694	Icom-ASAP Metal Fabricators	A, B or C	Accessories	MB VP3	MB VP3	Rack mounting shelf for VEPG3/IP1000C	-30%
695	Icom	A, B or C	Accessories	MB103	MB103	Alligator belt clip	-30%
696	Icom	A, B or C	Accessories	MB103Y	MB103Y	Yellow alligator belt clip for the GM1600	-30%
697	Icom	A, B or C	Accessories	MB109	MB109	Belt clip for the M34/M36/M92D	-30%
698	Icom	A, B or C	Accessories	MB115	MB115	Standard belt clip for F9011 series	-30%
699	Icom	A, B or C	Accessories	MB118	MB118	Mounting bracket for the IC-7200	-30%
700	Icom	A, B or C	Accessories	MB121	MB121	Carrying handle for 7610	-30%
701	Icom	A, B or C	Accessories	MB123	MB123	Carrying handle for 7300/9100/7410	-30%
702	Icom	A, B or C	Accessories	MB124	MB124	Alligator type belt clip	-30%
703	Icom	A, B or C	Accessories	MB126	MB126	Mounting bracket for F8101	-30%
704	Icom	A, B or C	Accessories	MB127	MB127	Alligator belt clip	-30%
705	Icom	A, B or C	Accessories	MB130	MB130	Vehicle charger bracket holds rapid charger and requires cigarette lighter cable	-30%
706	Icom	A, B or C	Accessories	MB132	MB132	Flush mount kit for M324/G/M424/G	-30%
707	Icom	A, B or C	Accessories	MB133	MB133	Alligator type belt clip	-30%
708	Icom	A, B or C	Accessories	MB135	MB135	Alligator type belt clip	-30%
709	Icom	A, B or C	Accessories	MB136	MB136	Swivel belt clip for F1000/F3400/F7010/F52D/M85 series	-30%

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No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
710	Icom	A, B or C	Accessories	MB23	MB23	Carry handle and mounting hardware for the IC-718/77/707/821H/R8500/R75	-30%
711	Icom	A, B or C	Accessories	MB2730B	MB2730B	Base station mount (MBF4 + MBA4)	-30%
712	Icom	A, B or C	Accessories	MB2730R	MB2730R	Remote head kit w/mobile bracket (MBF4 + MBA5)	-30%
713	Icom	A, B or C	Accessories	MB2730R1	MB2730R1	Glass mount remote head kit w/mobile bracket (MBF1+MBF4+MBA5)	-30%
714	Icom	A, B or C	Accessories	MB28H	MB28H	Universal mounting bracket for small Amateur mobiles. Radio Width 141mm (5.5") screw spacing 50mm (2.0") One radio mounting hole fixed, one adjustable. 27/28/228H/229H/2350H/2710H/2720H/2200H/207H/208H	-30%
715	Icom	A, B or C	Accessories	MB53	MB53	Mobile mounting bracket that includes HM176 microphone, SP35 external speaker, MBA-3 rear panel adapter, and harness for A200/A210/A220	-30%
716	Icom	A, B or C	Accessories	MB62	MB62	Main Unit mounting bracket for the 706 Series, 703 Series, 7000 & 7100	-30%
717	Icom	A, B or C	Accessories	MB69	MB69	Flush mount kit for mounting controller or speaker to a panel M200/M412/M302/M402/M45/M304/M422	-30%
718	Icom	A, B or C	Accessories	MB74N	MB74N	Alligator Clip for BP209 & BP210 (non N version batteries)	-30%
719	Icom	A, B or C	Accessories	MB75	MB75	Flush mount kit for mounting controller or speaker to a panel for M506/M605/M802/M504/M604/MA500TR/M502/M602	-30%
720	Icom	A, B or C	Accessories	MB86	MB86	Swivel belt clip that screws into back of radio	-30%
721	Icom	A, B or C	Accessories	MB92	MB92	Dust cover M304/402 series	-30%
722	Icom	A, B or C	Accessories	MB93	MB93	Swivel belt clip	-30%
723	Icom	A, B or C	Accessories	MB94	MB94	Alligator belt clip	-30%
724	Icom	A, B or C	Accessories	MB94EX	MB94EX	Blue alligator belt clip for F3201DEX/4201DEX	-30%
725	Icom	A, B or C	Accessories	MB94R	MB94R	Alligator belt clip with long clip that angles the antenna/top of radio off the body	-30%
726	Icom	A, B or C	Accessories	MB96N	MB96N	Swivel belt hanger to use with standard belt clip	-30%
727	Icom	A, B or C	Accessories	MB98	MB98	Standard belt clip for the F50/60 & M88	-30%
728	Icom	A, B or C	Accessories	MB99A	MB99A	Wall mounting bracket VEPG3/IP1000C	-30%
729	Icom	A, B or C	Accessories	MBA1	MBA1	Controller bracket for 7100	-30%
730	Icom	A, B or C	Accessories	MBA2	MBA2	Remote head mounting bracket for the ID5100A	-30%
731	Icom	A, B or C	Accessories	MBA3	MBA3	Rear panel adapter with a card edge connector for the A220	-30%
732	Icom	A, B or C	Accessories	MBA4	MBA4	Bracket to attach the controller to the main unit	-30%
733	Icom	A, B or C	Accessories	MBA5	MBA5	Bracket to attach the controller to the MBF-1	-30%
734	Icom	A, B or C	Accessories	MBA7	MBA7	Bracket adapter for the BC-218	-30%
735	Icom	A, B or C	Accessories	MBA8	MBA8	Controller bracket for ID4100A	-30%
736	Icom	A, B or C	Accessories	MBB3	MBB3	Standard belt clip	-30%
737	Icom	A, B or C	Accessories	MBB5	MBB5	Belt clip for SAT100	-30%
738	Icom	A, B or C	Accessories	MBF1	MBF1	Remote head mount. Adhesive pad and adjustable pivot points holds it securely. Requires MBA5, MBA7 or MBA8.	-30%
739	Icom	A, B or C	Accessories	MBF4	MBF4	Mounting bracket for the ID5100	-30%
740	Icom	A, B or C	Accessories	MBF5	MBF5	Flush mount kit for M330 series	-30%
741	Icom	A, B or C	Accessories	MN100	MN100	Antenna matcher. Matches the transceiver to a dipole antenna. Covers all HF bands from 1.5 to 30MHz. Two 8m antenna wires come standard.	-30%
742	Icom	A, B or C	Accessories	MN100L	MN100L	Antenna matcher. Matches the transceiver to a long wire antenna. Covers all HF bands from 1.5 to 30mhz. One 15m antenna comes standard.	-30%
743	Icom-PCTEL	A, B or C	Accessories	MOUNT 1	MOUNT 1	NMO Permanent Mount, 17ft RG58 cable, PL259 connector	-30%
744	Icom-PCTEL	A, B or C	Accessories	MOUNT 2	MOUNT 2	Trunk Lid Mount/HD, BRKT, 45 DEG CBL, 58A/U PL259	-30%
745	Icom-PCTEL	A, B or C	Accessories	MOUNT 3	MOUNT 3	Black Magnetic Mount - 3 1/4" diameter, 12ft RG58 cable w/PL259 connector	-30%
746	Icom-OEM PC World	A, B or C	Accessories	MSD CARD	MSD CARD	32GB micro SD card	-30%
747	Icom	A, B or C	Accessories	MXG5000S	MXG5000S	GPS receiver	-30%
748	Icom-A.W. Enterprises	A, B or C	Accessories	NC100H	NC100H	Nylon case with a clip for the IP100H/IP501H	-30%
749	Icom-A.W. Enterprises	A, B or C	Accessories	NCA25	NCA25	Nylon case for the A25	-30%
750	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1000C	NCF1000C	Nylon carrying case with a clip for the F1000/2000/D non display radios	-30%
751	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1000SC	NCF1000SC	Nylon carrying case with a clip and cutout for the display F1000S/2000S	-30%
752	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1000TC	NCF1000TC	Nylon carrying case with a clip and cutout for the display and keypad F1000T/2000T	-30%
753	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1034C	NCF1034C	Nylon case with metal clip without display cutout for the F3400D	-30%
754	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1035C	NCF1035C	Nylon case with metal clip with display cutout; F3400DS/F7010S	-30%
755	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1036C	NCF1036C	Nylon case with metal clip with full keypad cutout; F3400DT/F7010T	-30%
756	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1052C	NCF1052C	Nylon case for the F52D with a clip	-30%
757	Icom-Bee Electronics	A, B or C	Accessories	NCF21 LOOP	NCF21 LOOP	Nylon carrying case with a loop F11/21 radios	-30%
758	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3000 CLIP	NCF3000 CLIP	Nylon carrying case with a clip for the F3001/4001 & F3101D/4101D radios	-30%
759	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3021S CLIP	NCF3021S CLIP	Nylon carrying case with a clip and cutout for the display	-30%
760	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3061S LOOP	NCF3061S LOOP	Nylon case with a loop for the F3161S/4161S radios without a DTMF cutout	-30%
761	Icom-Bee Electronics	A, B or C	Accessories	NCF3061T LOOP	NCF3061T LOOP	Nylon carrying case with a loop for the F3161T/4161T radios with a full keypad	-30%
762	Icom-A.W. Enterprises	A, B or C	Accessories	NCF30G LOOP	NCF30G LOOP	Nylon carrying case with a loop for the F30G/40G & M36 radios	-30%
763	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3261S CLIP	NCF3261S CLIP	Nylon carrying case with a clip and cutout for the display for F3261 series	-30%
764	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3261T CLIP	NCF3261T CLIP	Nylon carrying case with a clip and cutout for the DTMF keypad for F3261 series	-30%
765	Icom-A.W. Enterprises	A, B or C	Accessories	NCF9011T CLIP	NCF9011T CLIP	Nylon carrying case with a clip for the F9011T/9021T radios with a full keypad	-30%
766	Icom-Holsterguydotcom	A, B or C	Accessories	NCP1	NCP1	Nylon chest pack	-30%
767	Icom	A, B or C	Accessories	OPC025D	OPC025D	12V DC power cord with 6-pin connector for HF radios (718/706MK2/G/756PRO/2)	-30%
768	Icom	A, B or C	Accessories	OPC1000	OPC1000	6.1m/20ft connection cable to use with the HM126RB/RG/HM205RB/HM157 (mounting hardware req.)	-30%
769	Icom	A, B or C	Accessories	OPC1106	OPC1106	Seperation cable between controller and main unit (16.4ft) for M802	-30%
770	Icom	A, B or C	Accessories	OPC1107A	OPC1107A	M802 Main Unit DC PC	-30%
771	Icom	A, B or C	Accessories	OPC1122U	OPC1122U	PC to mobile radio programming cloning cable with USB connector.	-30%
772	Icom	A, B or C	Accessories	OPC1132	OPC1132	DC power cable (9.8ft) with 2-pin T connector.	-30%
773	Icom	A, B or C	Accessories	OPC1147N	OPC1147N	Shielded control cable to connect the M802 to the AT140 (10m)	-30%
774	Icom	A, B or C	Accessories	OPC1156	OPC1156	Remote head extension cable (3.5m)	-30%
775	Icom	A, B or C	Accessories	OPC1174	OPC1174	M602/M604 DC power cord	-30%
776	Icom	A, B or C	Accessories	OPC1392	OPC1392	Headset adapter to use with HS94/95/97 for the M73/M72/GM1600/M90	-30%
777	Icom	A, B or C	Accessories	OPC1457	OPC1457	DC power cord with 4-pin connector and 30A fuse for 7000/7200/7410/7600/9100	-30%
778	Icom	A, B or C	Accessories	OPC1465	OPC1465	32.8ft shielded control cable from AT140 to M803	-30%
779	Icom	A, B or C	Accessories	OPC1529R	OPC1529R	Data cable (RS232 to 3.5mm)	-30%
780	Icom	A, B or C	Accessories	OPC1532	OPC1532	Radio to radio cloning cable between P25 mobile radios	-30%
781	Icom	A, B or C	Accessories	OPC1533	OPC1533	Radio to radio cloning cable between F1721/2721/D series mobiles & F70/80/D portable radios	-30%
782	Icom-Otto Engineering	A, B or C	Accessories	OPC1534	OPC1534	Key Loader cable for P25 radio to KVL3000/4000. For portables: requires OPC-1871, RJ45 female to RJ45 female & 8920001690. For mobiles: requires RJ45 female to RJ45 female & 8920001690.	-30%
783	Icom	A, B or C	Accessories	OPC1536	OPC1536	Radio to radio cloning cable between F70/80/D portable radios	-30%
784	Icom	A, B or C	Accessories	OPC1540	OPC1540	6.1m/20ft connection cable to use with the COMMANDMIC III/IV (mounting hardware required)	-30%
785	Icom	A, B or C	Accessories	OPC1541	OPC1541	6.1m/20ft extension cable to use with the COMMANDMIC III/IV with the OPC1540. Up to 2 OPC-1541 can be connected.	-30%
786	Icom	A, B or C	Accessories	OPC1655	OPC1655	Cloning cable adapter for M25/M36/M93D	-30%
787	Icom	A, B or C	Accessories	OPC1862	OPC1862	USB programming cloning cable for radios with 14-pin connector	-30%
788	Icom	A, B or C	Accessories	OPC1870	OPC1870	Radio to radio cloning cable between two 14-pin connector portable radios	-30%
789	Icom	A, B or C	Accessories	OPC1871	OPC1871	Radio to radio cloning cable between 14-pin connector portable & mobile radio; used in conjunction with the OPC1534 for encryption key loading on the F7010 portable series	-30%
790	Icom	A, B or C	Accessories	OPC1939	OPC1939	D-Sub 15-pin ACC cable. Connects with a PC, external speaker, external channel control, ignition sense line or vehicle horn	-30%
791	Icom	A, B or C	Accessories	OPC1962	OPC1962	DC power cord for F9511HT	-30%
792	Icom	A, B or C	Accessories	OPC2004	OPC2004	Adapter plug to to use the HS94/95/97 for the F3001/4001/3101D/4101D & V80	-30%
793	Icom	A, B or C	Accessories	OPC2004LA	OPC2004LA	VOX conversion cable to to use the HS-97 for the F1000/D products	-30%
794	Icom	A, B or C	Accessories	OPC2006LS	OPC2006LS	Adapter plug with VOX and no PTT to to use with the HS94/95/97	-30%
795	Icom	A, B or C	Accessories	OPC2078	OPC2078	D-Sub 25-pin ACC cable. Connects with a PC, external speaker, external channel control, ignition sense line or vehicle horn	-30%
796	Icom	A, B or C	Accessories	OPC2091	OPC2091	Cloning cable adapter for M24	-30%
797	Icom	A, B or C	Accessories	OPC2144	OPC2144	Right angle plug adapter cable to plug old straight pin connector headsets into (required to use with OPC478 when programming radios)	-30%
798	Icom	A, B or C	Accessories	OPC2218LU	OPC2218LU	Cloning/data cable with USB connector for ID51A/ID31A/5100A/7100	-30%
799	Icom	A, B or C	Accessories	OPC2253	OPC2253	3.5m (11ft) separation cable	-30%
800	Icom	A, B or C	Accessories	OPC2254	OPC2254	5m (16ft) separation cable	-30%
801	Icom	A, B or C	Accessories	OPC2273	OPC2273	5m audio connection cable between the VEPG3 and the M604A (Waterproof 8-pin connector).	-30%
802	Icom	A, B or C	Accessories	OPC2275	OPC2275	5m audio connection cable between the VEPG3 and the F5061/D series or A120 (RJ-45 modular plug connector with speaker	-30%
803	Icom	A, B or C	Accessories	OPC2276	OPC2276	5m audio connection cable between the VEPG3 and the HM152/SM26 (Modular jack connector with speaker jack)	-30%
804	Icom	A, B or C	Accessories	OPC2308	OPC2308	GPS/External modem connection cable	-30%
805	Icom	A, B or C	Accessories	OPC2309	OPC2309	Antenna tuner control cable for AT140/AH740 for F8101 (10M or 32.8ft)	-30%
806	Icom	A, B or C	Accessories	OPC2321	OPC2321	Control cable adapter to 4 pin type for AH740	-30%
807	Icom	A, B or C	Accessories	OPC2328	OPC2328	Adapter plug with PTT to to use with the HS94/95/97	-30%
808	Icom	A, B or C	Accessories	OPC2338	OPC2338	14-pin programming cable plus transparent data transfer	-30%
809	Icom	A, B or C	Accessories	OPC2344	OPC2344	Modular connector programming cable plus Type-C NXDN transparent data transfer for F5360D/4360D	-30%
810	Icom	A, B or C	Accessories	OPC2350LU	OPC2350LU	Smart phone data cable	-30%
811	Icom	A, B or C	Accessories	OPC2359	OPC2359	PTT switch cable	-30%
812	Icom	A, B or C	Accessories	OPC2361	OPC2361	DC power cord with 25A fuse for 718/78/7300	-30%
813	Icom	A, B or C	Accessories	OPC2362	OPC2362	Handheld to mobile zone copy cable (14-pin to 10-pin DIM)	-30%
814	Icom	A, B or C	Accessories	OPC2363	OPC2363	10-pin DIM programming cable	-30%
815	Icom	A, B or C	Accessories	OPC2364	OPC2364	1.9m/6.2ft separation cable for RMK5/RMK7	-30%
816	Icom	A, B or C	Accessories	OPC2365	OPC2365	3m/9.8ft separation cable for RMK5/RMK7	-30%
817	Icom	A, B or C	Accessories	OPC2366	OPC2366	5m/16.4ft separation cable for RMK5/RMK7	-30%
818	Icom	A, B or C	Accessories	OPC2367	OPC2367	8m/26.2ft separation cable for RMK5/RMK7	-30%
819	Icom	A, B or C	Accessories	OPC2373	OPC2373	1.9m/6.2ft separation cable for HM218	-30%
820	Icom	A, B or C	Accessories	OPC2374	OPC2374	8m/26.2ft separation cable for HM218	-30%
821	Icom	A, B or C	Accessories	OPC2377	OPC2377	32.8ft extension cable for RC-M600	-30%
822	Icom-Pilot Communications	A, B or C	Accessories	OPC2379	OPC2379	Headset adapter cable for A25	-30%
823	Icom	A, B or C	Accessories	OPC2382	OPC2382	Conversion cable to program M605 (links OPC478UC to M605)	-30%

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Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
824	Icom	A, B or C	Accessories	OPC2383	OPC2383	32.8ft connection cable for RC-M600	-30%
825	Icom	A, B or C	Accessories	OPC2384	OPC2384	12-pin to 8-pin conversion cable to connect HM195 to M605 (1 cable required per HM195)	-30%
826	Icom	A, B or C	Accessories	OPC2389	OPC2389	Cable connecting serial device w/RS232	-30%
827	Icom	A, B or C	Accessories	OPC2390	OPC2390	Cable connecting VEPG4 to FR5000/6000	-30%
828	Icom	A, B or C	Accessories	OPC2401	OPC2401	Headset adapter with screw down connector (A16)	-30%
829	Icom	A, B or C	Accessories	OPC2407	OPC2407	D-SUB 25-pin connector for the IP501M	-30%
830	Icom	A, B or C	Accessories	OPC2412	OPC2412	Connection cable between VEPG4 & SAT100	-30%
831	Icom	A, B or C	Accessories	OPC2422	OPC2422	5M extension cable between the SAT100 and AH40.	-30%
832	Icom	A, B or C	Accessories	OPC254L	OPC254L	Power supply cable; 10-14V DC required for high power output	-30%
833	Icom	A, B or C	Accessories	OPC344	OPC344	A110/A120 power cord	-30%
834	Icom	A, B or C	Accessories	OPC440	OPC440	Microphone extension cable (RJ-45 M/F) (16.4ft)	-30%
835	Icom	A, B or C	Accessories	OPC478UC	OPC478UC	USB programming cable (2-pin connectors handhelds)	-30%
836	Icom	A, B or C	Accessories	OPC510	OPC510	AC power cable for the 7800/7700	-30%
837	Icom	A, B or C	Accessories	OPC515L	OPC515L	DC power cable for single unit rapid chargers	-30%
838	Icom	A, B or C	Accessories	OPC566	OPC566	Cable to connect the AT130 to the M710 (30 ft.)	-30%
839	Icom	A, B or C	Accessories	OPC568	OPC568	M710/M700PRO Power Cord	-30%
840	Icom	A, B or C	Accessories	OPC589	OPC589	Microphone adapter cable (8 pin to RJ-45)	-30%
841	Icom	A, B or C	Accessories	OPC592	OPC592	Programming cloning cable for PC to radio (must use with OPC-478/UC)	-30%
842	Icom	A, B or C	Accessories	OPC599	OPC599	Cable adapter converts 13-pin ACC connector to 7-pin & 8-pin ACC connector	-30%
843	Icom	A, B or C	Accessories	OPC607	OPC607	3m/9.8ft separation cable for remote mounting kits	-30%
844	Icom	A, B or C	Accessories	OPC608	OPC608	8m/26.2ft separation cable for remote mounting kits	-30%
845	Icom	A, B or C	Accessories	OPC609	OPC609	1.9m/6.2ft separation cable for remote mounting kits	-30%
846	Icom	A, B or C	Accessories	OPC617	OPC617	Accesory cable for external terminal connection	-30%
847	Icom	A, B or C	Accessories	OPC647	OPC647	Microphone extension cable 8.2ft	-30%
848	Icom	A, B or C	Accessories	OPC656	OPC656	DC power cable for gang charger	-30%
849	Icom	A, B or C	Accessories	OPC726	OPC726	5m/16.4ft separation cable for remote mounting kits	-30%
850	Icom	A, B or C	Accessories	OPC871A	OPC871A	Headset adapter A120/A110	-30%
851	Icom	A, B or C	Accessories	OPC891A	OPC891A	M504/M422 power cord	-30%
852	Icom-Midland Radio	A, B or C	Accessories	OPC-9000	OPC-9000	Programming cable for the FR9010/9020 repeaters	-30%
853	Icom	A, B or C	Accessories	OPC922	OPC922	Cloning cable adapter for M72/M73/M92D	-30%
854	Icom	A, B or C	Accessories	OPC966U	OPC966U	USB programming cloning cable for radios with 9-pin connector	-30%
855	Icom	A, B or C	Accessories	OPC980	OPC980	Cloning cable adapter for M424/M504/M604	-30%
856	Icom	A, B or C	Accessories	OPC999	OPC999	20ft extension cable to connect COMMANDMIC II or HM-205RB to the OPC1000 and radio. Connect up to two HM205RB with M506 or one with M605.	-30%
857	Icom	A, B or C	Accessories	OPC-IAKVL1	OPC-IAKVL1	Interface Cable with RJ45 Connector between P25 mobiles & KA KVL125	-30%
858	Icom	A, B or C	Accessories	OPC-IAKVL14	OPC-IAKVL14	Interface Cable with 14 Pin Connector between P25 portable & KA KVL125	-30%
859	Icom-Otto Engineering	A, B or C	Accessories	OTTO V110822	OTTO V110822	2-Wire palm mic kit (earphone cable and mic/ptt cable) with 9-pin connector	-30%
860	Icom-Otto Engineering	A, B or C	Accessories	OTTO V1T12CD137	OTTO V1T12CD137	Throat Mic Sys w/tube ear piece and body PTT with 9 pin connector for F30G/40G	-30%
861	Icom-Otto Engineering	A, B or C	Accessories	OTTO V410399	OTTO V410399	Skull Mic System w/earcup and 80mm body PTT for F30G/40G and M88	-30%
862	Icom-Otto Engineering	A, B or C	Accessories	OTTO V410514	OTTO V410514	Lightweight single speaker w/in-line ptt, padded headband (9-pin connector)	-30%
863	Icom-Otto Engineering	A, B or C	Accessories	OTTO V4EX2CC5	OTTO V4EX2CC5	Explorer lightweight headset with flexible earloop w/boom mic (2-pin right angle connector)	-30%
864	Icom-Pilot Communications	A, B or C	Accessories	PA OPC499	PA OPC499	Headset adapter	-30%
865	Icom	A, B or C	Accessories	PS310 01	PS310 01	24V DC-DC converter	-30%
866	Icom	A, B or C	Accessories	PS310 02	PS310 02	12V DC-DC converter	-30%
867	Icom	A, B or C	Accessories	PS80	PS80	Power supply that includes the HM-176 & MBA-3 for A220/A210/A200	-30%
868	Icom-Pilot Communications	A, B or C	Accessories	PTT SW	PTT SW	Avionic PTT switch. Plugs into your headset.	-30%
869	Icom-Powerwerx	A, B or C	Accessories	PW LF-1	PW LF-1	Noise filter to use with the F5061D with the UT-IA100 already installed.	-30%
870	Icom	A, B or C	Accessories	RC28	RC28	Remote control USB encoder	-30%
871	Icom	A, B or C	Accessories	RCFS10	RCFS10	Remote Communicator software + CT-24 (digital voice converter unit - each IDAS system requires 1 CT-24)	-30%
872	Icom	A, B or C	Accessories	RCM600	RCM600	Command head for M605. Comes with OPC-2383 & HM-205RB.	-30%
873	Icom	A, B or C	Accessories	RMK2	RMK2	F1721/1821 bracket & face plate for remote mounting. Separation cable not included	-30%
874	Icom	A, B or C	Accessories	RMK3 01	RMK3 01	F5061/6061 bracket & face plate for remote mounting. Separation cable not included	-30%
875	Icom	A, B or C	Accessories	RMK4 01	RMK4 01	Dual head and separation kit for F9511HT. Requires external speaker and cable.	-30%
876	Icom	A, B or C	Accessories	RMK5	RMK5	Bracket & face plate for remote mounting for the F5400D/F6400D. Separation cable not included.	-30%
877	Icom	A, B or C	Accessories	RMK6	RMK6	Remote mount kit for the F8101. Separation cable sold separately.	-30%
878	Icom	A, B or C	Accessories	RMK7	RMK7	Dual head and separation kit for the F5400D/F6400D. Separation cables & microphone not included.	-30%
879	Icom	A, B or C	Accessories	RR FIRMWARE UPGRADE	RR FIRMWARE UPGRADE	Add 3.1 RR firmware to your IDAS radio	-30%
880	Icom	A, B or C	Accessories	RSAP3	RSAP3	Access point management software	-30%
881	Icom	A, B or C	Accessories	RS-BA1 V2	RS-BA1 V2	IP remote control software for amateur radios	-30%
882	Icom	A, B or C	Accessories	RSBC225	RSBC225	Battery management software for the BP-283/284/BP290. Can connect up to 30 BC-225 chargers to it.	-30%
883	Icom	A, B or C	Accessories	RSMGR1	RSMGR1	Remote system manager software for IDAS MultiTrunk	-30%
884	Icom	A, B or C	Accessories	RSR8500	RSR8500	Remote control software R8500	-30%
885	Icom	A, B or C	Accessories	RSR8600	RSR8600	Remote control software	-30%
886	Icom-AT & T Mobility	A, B or C	Accessories	SIM CARD	SIM CARD	SIM card for U.S. LTE networks	-30%
887	Icom	A, B or C	Accessories	SM26	SM26	Desktop microphone with monitor switch for mobile radios	-30%
888	Icom	A, B or C	Accessories	SM28	SM28	Desktop microphone for IP501M	-30%
889	Icom	A, B or C	Accessories	SM29	SM29	Desktop microphone for F5400 series	-30%
890	Icom	A, B or C	Accessories	SM30	SM30	Compact desktop microphone with low cut function	-30%
891	Icom	A, B or C	Accessories	SM50	SM50	Desktop unidirectional microphone with up/down switches and low cut function	-30%
892	Icom	A, B or C	Accessories	SP23	SP23	External speaker with 4 audio filters; headphone jack (5W)	-30%
893	Icom	A, B or C	Accessories	SP24	SP24	External speaker (4x4") for marine fixed mount radios (7W)	-30%
894	Icom	A, B or C	Accessories	SP26	SP26	Tube earphone with 2.5mm plug to use with HM-163MC/HM-153LS	-30%
895	Icom	A, B or C	Accessories	SP27	SP27	Acoustic tube earphone with a clip (3.5mm)	-30%
896	Icom	A, B or C	Accessories	SP28	SP28	Earhook type earphone with 2.5mm plug to use with HM-163MC/HM-153LS	-30%
897	Icom	A, B or C	Accessories	SP29	SP29	Earhook type earphone with 3.5mm plug	-30%
898	Icom	A, B or C	Accessories	SP30	SP30	20W large external speaker	-30%
899	Icom	A, B or C	Accessories	SP32	SP32	Tube adapter for use with the EH-15B	-30%
900	Icom	A, B or C	Accessories	SP33	SP33	Base station speaker (4Ohm)	-30%
901	Icom	A, B or C	Accessories	SP34	SP34	Base station high quality speaker with internal audio filters	-30%
902	Icom	A, B or C	Accessories	SP35	SP35	5W external speaker with 3.5mm speaker jack and 2m cable	-30%
903	Icom	A, B or C	Accessories	SP37	SP37	40W hailer/speaker for fixed mounts	-30%
904	Icom	A, B or C	Accessories	SP38	SP38	5W external speaker for HF radios	-30%
905	Icom	A, B or C	Accessories	SP39AD	SP39AD	External speaker with 15V/2A power supply for the R8600	-30%
906	Icom	A, B or C	Accessories	SP40	SP40	Earphone with 3.5mm plug	-30%
907	Icom	A, B or C	Accessories	SP41	SP41	5W external speaker for HF radios	-30%
908	Icom-Impact Radio Accessories	A, B or C	Accessories	SP-AT1	SP-AT1	Single pin listen only w/QD acoustic tube (9", 3.5mm L-shape)	-30%
909	Icom-W & W Manufacturing	A, B or C	Accessories	SPRING CLIP L	SPRING CLIP L	Long spring clip insert length 3.5 inches	-30%
910	Icom-StromStod	A, B or C	Accessories	SS BC61	SS BC61	Mobile rapid charger with cigarette adapter for the F3161 & F3261 series	-30%
911	Icom-StromStod	A, B or C	Accessories	SS BC62	SS BC62	Mobile rapid charger with cigarette adapter for the F3400 & F7010 series	-30%
912	Icom	A, B or C	Accessories	UCFR5000 01	UCFR5000 01	Trunking/Network controller board (1 per repeater)	-30%
913	Icom	A, B or C	Accessories	UCFR5300	UCFR5300	Trunking/Network controller board (1 per repeater)	-30%
914	Icom	A, B or C	Accessories	UT109 02	UT109 02	Non-rolling voice scrambler. Up to 32 codes available. Not compatible with radios using the UT-110.	-30%
915	Icom	A, B or C	Accessories	UT109R 21	UT109R 21	Non-rolling voice scrambler. Up to 32 codes available. Not compatible with radios using the UT-110.	-30%
916	Icom	A, B or C	Accessories	UT110 02	UT110 02	Rolling voice scrambler. Up to 1020 (255 codes x 4 groups) codes available.	-30%
917	Icom	A, B or C	Accessories	UT110R 21	UT110R 21	Rolling voice scrambler. Up to 1020 (255 codes x 4 groups) codes available. Works only in analog mode.	-30%
918	Icom	A, B or C	Accessories	UT112	UT112	Digital voice scrambling unit - 32 Codes	-30%
919	Icom	A, B or C	Accessories	UT120 01	UT120 01	P25 upgrade board for F70/80 handhelds	-30%
920	Icom	A, B or C	Accessories	UT120 02	UT120 02	P25 Hardware Upgrade Board - Mobiles	-30%
921	Icom	A, B or C	Accessories	UT124 01	UT124 01	Man down unit	-30%
922	Icom	A, B or C	Accessories	UT125 01	UT125 01	AES/DES enerryption board with OTAR compliance for F9011/F9511 series	-30%
923	Icom	A, B or C	Accessories	UT125 FIPS	UT125 FIPS	FIPS 140-2 AES encryption board with OTAR compliance for F9011/F9511 series	-30%
924	Icom	A, B or C	Accessories	UT125 FIPS-2	UT125 FIPS-2	FIPS 140-2 encryption board; requires ISL-P25AES license key to activate AES	-30%
925	Icom	A, B or C	Accessories	UT126H 03	UT126H 03	6.25kHz digital module for old PLL versions of the F3161/4161 or F5061/6061 radios	-30%
926	Icom	A, B or C	Accessories	UT128	UT128	DES encryption for F9011/F9511 radios	-30%
927	Icom	A, B or C	Accessories	UT133	UT133	Bluetooth unit	-30%
928	Icom	A, B or C	Accessories	UT134	UT134	AES/DES encryption board; requires ISL code to activate AES	-30%
929	Icom	A, B or C	Accessories	UT137	UT137	Bluetooth unit	-30%
930	Icom-Schippers & Crew	A, B or C	Accessories	UT-IA100	UT-IA100	Audio amp board for F5061D with RR firmware installed (factory install ONLY; install included in price)	-30%
931	Icom	A, B or C	Accessories	UX231	UX231	AIS receive board for M506	-30%
932	Icom	A, B or C	Accessories	UX241	UX241	GPS antenna	-30%
933	Icom	A, B or C	Accessories	UX248	UX248	GPS unit	-30%
934	Icom	A, B or C	Accessories	UX251	UX251	AIS receiver unit for the M605	-30%
935	Icom	A, B or C	Accessories	UX252	UX252	Analog TCG output for the MR1010RII	-30%
936	Icom	A, B or C	Accessories	VESP1	VESP1	LTE speakerphone unit	-30%
937	Icom	A, B or C	Accessories	VS1L	VS1L	VOX/PTT case with 2-pin right angle connector. Must use with HS94/HS95/HS97	-30%
938	Icom	A, B or C	Accessories	VS1MC	VS1MC	VOX/PTT case with 14-pin connector. Must use with HS94/HS95/HS97.	-30%
939	Icom	A, B or C	Accessories	VS1SC	VS1SC	VOX/PTT case with 9-pin connector. Must use with HS94/HS95/HS97.	-30%
940	Icom	A, B or C	Accessories	VS3	VS3	Compact clippable PTT Bluetooth with earphone via 3.5mm jack for all-day operation	-30%
941	Icom	A, B or C	Accessories	VS4LA	VS4LA	PTT switch cable to communicate using the HS94/95/97	-30%
942	Icom	A, B or C	Accessories	VS4MC	VS4MC	Cable with heavy duty PTT swith with 14-pin connector. Use with HS94/HS95/HS97.	-30%
943	Icom	A, B or C	Accessories	VS5MC	VS5MC	VOX/PTT switch cable to use with headset (HS94/95/97)	-30%

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II. Implementation Services: Software Integration, Hardware Installation and Training

No.	Service		MSRP % Discount	Retail	$ Rate (indicate Hourly or	UOM
1.	**System Technician Technologist**		30% off retail			
	QENG-PH	Engineering support - per hour		$ 285.70	$ 200.00	Hourly
	QFS-1D	OnSite Technical/Field Support 1st Day		$ 7,856.75	$ 5,500.00	Daily
	QFS-AD	OnSite Technical/Field Support Additional Days		$ 4,571.20	$ 3,200.00	Daily
2.	**Standard Shop Installation**		30% off retail			
	CONTROL STATION ASSEMBLE	Install mobile into power supply and cabinet to make control station (no charge courtesy service)		$ -	$ -	Each
	ENGRAVE	Engrave radio		$ 42.86	$ 30.00	Each
	IASTUN1001	Icom to tune your system products		$ 80.35	$ 56.25	Each
	INSTALLATION AVIONICS	Install radio into power supply		$ 80.35	$ 56.25	Each
	INSTALLATION MARINE	Install a component into an Marine mobile or portable		$ 42.86	$ 30.00	Each
	INSTALL-IAS	Install a component into a repeater or an item into a cabinet		$ 80.35	$ 56.25	Each
	INSTALL-MF	Install a component into an LM mobile or portable		$ 42.86	$ 30.00	Each
	SERVICE/SALE BUILD-UP IAS	Systems support - per hour		$ 171.42	$ 120.00	Hourly
3.	**Mobile Radio Installation**		30% off retail			
	DEALER FIELD INSTALL	Dealer Mobile Installation Charge (underdash)		$ 357.13	$ 250.00	Each
	DEALER HOURLY RATE	Authorized Dealer Support		$ 257.13	$ 180.00	Hourly
4.	**Radio Programming**		30% off retail			
	PROG-IAS	Icom to program your system products		$ 80.35	$ 56.25	Each
	PROGLM6789	Icom to program your radio or IAS product		$ 62.75	$ 43.93	Each
	PROG-MF	Icom to program your land mobile mainframe with provided icf file or 1		$ 42.86	$ 30.00	Each
5.	**Training**		30% off retail			
	QTT-OS1D	On-Site Technical Training 1st Day, Up to 6 People		$ 7,856.75	$ 5,500.00	Daily
	QTT-OSAD	On-Site Technical Training Additional Days, Up to 6 People		$ 4,571.20	$ 3,200.00	Daily
	QTT-OSPH	Technical training from their desk		$ 249.99	$ 175.00	Hourly
6.	**Post-Warranty Maintenance**		30% off retail for labor; 23% off retail for parts			
	REPAIR LABOR	Icom Service Center Repair Labor for Icom mainframes/accessories.		$ 131.99	$ 92.40	Hourly
	REPAIR PARTS	Any required parts or components may be charged separately.		*Multiple*	*Multiple*	Each
7.	**Support Services – Implementation**		30% off retail			
	QFS-PH	Field/design support		$ 249.99	$ 175.00	Hourly
8.	**Support Services – Post Implementation**		30% off retail			
	QFS-PH	Field/design support		$ 249.99	$ 175.00	Hourly
9.	**Project Management Services**		**NO BID**			
10.	**Extended Warranty Options (as per specification instructions)**		30% off retail			
	EXTWARR211	1 year extended warranty for a total 3 years for low tier mainframes		$ 26.78	$ 18.75	Each
	EXTWARR212	2 year extended warranty for a total 4 years for low tier mainframes		$ 48.21	$ 33.75	Each
	EXTWARR213	3 year extended warranty for a total 5 years for low tier mainframes		$ 69.64	$ 48.75	Each
	EXTWARR611	1 year extended warranty for mid tier mainframes		$ 42.86	$ 30.00	Each
	EXTWARR612	2 year extended warranty for mid tier mainframes		$ 75.00	$ 52.50	Each
	EXTWARR613	3 year extended warranty for mid tier mainframes		$ 117.85	$ 82.50	Each
	EXTWARR811	1 year extended warranty for P25 mainframes		$ 92.85	$ 65.00	Each
	EXTWARR812	2 year extended warranty for P25 mainframes		$ 132.85	$ 93.00	Each
	EXTWARR813	3 year extended warranty for P25 mainframes		$ 185.71	$ 130.00	Each
	EXTWARR912	1 year extended warranty for Landmobile HF mainframes		$ 133.92	$ 93.75	Each
	EXTWARR913	2 year extended warranty for Landmobile HF mainframes		$ 171.42	$ 120.00	Each
	EXTWARR914	3 year extended warranty for Landmobile HF mainframes		$ 262.49	$ 183.75	Each
	EXTWARRPT1	1 year extended warranty, a total 3 years for repeaters		$ 192.85	$ 135.00	Each
	EXTWARRPT2	2 year extended warranty, a total 4 years for repeaters		$ 348.20	$ 243.75	Each
	EXTWARRPT3	3 year extended warranty, a total 5 years for repeaters		$ 503.55	$ 352.50	Each

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BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	L3Harris	Equipment			Equipment listed in the catalog with equipment codes C, N, NB, S, and P.	26%
2.	L3Harris	Software			Software listed in the catalog with equipment code L.	26%
3.	L3Harris	Licenses			Licenses listed in the catalog with equipment code LD.	26%
4.	L3Harris	Services			*Please refer to table in Section II.*	
5.	L3Harris	Standard Vendor Equipment			Equipment listed in the catalog with equipment codes V, VC, and 77.	10%
6.	L3Harris	Non-Standard Vendor Equipment			Equipment listed in the catalog with other equipment codes not listed above.	0%
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State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	Product Code (APC)	Item	Short Description	MSRP %
1	Motorola	HW_MAINTENANCE	3	Field Services	SITE MAINTENANCE	0.00%
2	Motorola	HW_MAINTENANCE	6	Infrastructure Tech Support	ASTRO Dispatch	0.00%
3	Motorola	XTS_XTL_OTHER	15	PC_SPECIAL APPLICATIONS	DATA SOFTWARE-FIREGROUND	20.00%
4	Motorola	ASTRO_SYSTEMS_CONSOLES	28	DATA SYSTEM DISC	DATA CARROT APC	10.00%
5	Motorola	ASTRO_SYSTEMS_CONSOLES	29	DATA SYSTEM DISC	DATA MARGIN ADJUSTMENT	10.00%
6	Motorola	ASTRO_SUA	42	Astro SW Maint	Astro SUA Upgrade Operations	0.00%
7	Motorola	ASTRO_SUA	43	Astro SW Maint	ASTRO SUA Field Services	0.00%
8	Motorola	ASTRO_SYSTEMS_DROPSHIP	76	Cambium Backhaul Equipment	WIRELESS VALLEY SERVICES	0.00%
9	Motorola	EMERGING_SOLUTIONS	85	PD_AandC PRODUCTS	SCADA	10.00%
10	Motorola	ASTRO_SI	100	SI SITE DESIGN	HSD	0.00%
11	Motorola	ASTRO_SI	101	SI PASSTHROUGH_ET&S	350W VHF GTR	0.00%
12	Motorola	ASTRO_SYSTEMS_INFRA	104	PREPAID FREIGHT	PREPAID FREIGHT	0.00%
13	Motorola	APX_PORTABLE	108	APX7000	APX7000L	27.00%
14	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
15	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
16	Motorola	A&E_OTHER_ACCY	115	TWO WAY TRADITIONAL (Elgin DC)	COMMPORT	10.00%
17	Motorola	ASTRO_SYSTEMS_INFRA	117	FSA SW	FSA SW	10.00%
18	Motorola	ASTRO_SI	127	SI PASSTHROUGH_ET&S	SI OUTSOURCING	0.00%
19	Motorola	ASTRO_SI	128	SI INSOURCING	SI INSOURCING	0.00%
20	Motorola	A&E_OTHER_ACCY	129	TWO WAY DROPSHIP ACCY	MISC DROPSHIP	27.00%
21	Motorola	ASTRO_SYSTEMS_DROPSHIP	131	MW Backhaul & Channel Banks & Freq Std	Microwave	10.00%
22	Motorola	ASTRO_SYSTEMS_DROPSHIP	135	FREIGHT DROPSHIP	FREIGHT DROPSHIP	0.00%
23	Motorola	ASTRO_SYSTEMS_INFRA	137	Encryption Products Astro	KMF	5.00%
24	Motorola	APX_PORTABLE	142	AMP Single Band	AMP Single Band	20.00%
25	Motorola	ASTRO_SYSTEMS_INFRA	147	IP Transport HW	IP TRANSPORT HW	10.00%
26	Motorola	ASTRO_SYSTEMS_DROPSHIP	152	PT_OUTSOURCED STATION ACCESS	PT TRUNKED INTERCON MBX	5.00%
27	Motorola	EMERGING_SOLUTIONS	160	PD_IRRIGATION	Emerging Solutions DS	10.00%
28	Motorola	ASTRO_SYSTEMS_DROPSHIP	183	AFTERMARKET SITE EQUIPMENT	Distributed Antenna Systems	10.00%
29	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
30	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
31	Motorola	A&E_OTHER_ACCY	187	TWO WAY DROPSHIP ACCY	PORTABLE ACCESSORIES DROPSHIP	27.00%
32	Motorola	A&E_OTHER_ACCY	189	TWO WAY DROPSHIP ACCY	MOBILE ACCESSORIES	19.00%
33	Motorola	ASTRO_SYSTEMS_INFRA	200	D - Infrastructure	DELIVERY	0.00%
34	Motorola	XTS_XTL_OTHER	201	KVL	KVL II	10.00%
35	Motorola	ASTRO_SYSTEMS_CONSOLES	202	CONTROL CENTERS	MCD 5000 Deskset	20.00%

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36	Motorola	HW_MAINTENANCE	206	Demand and Local Device Repair	Local Device Repair	0.00%
37	Motorola	ASTRO_SYSTEMS_DROPSHIP	207	Site Equipment	Site Equipment	10.00%
38	Motorola	ASTRO_SI	208	SI PROJECT MANAGEMENT LABOR	SI PROJECT MANAGEMENT LABOR	0.00%
39	Motorola	HW_MAINTENANCE	209	System Installation Services	System Installation	0.00%
40	Motorola	ASTRO_SYSTEMS_INFRA	212	Encryption Products Astro	PKI Solution	0.00%
41	Motorola	HW_MAINTENANCE	219	G&PS DEVICE & ASSET MANAGEMENT	ASSET & CONFIGURATION MGMT	0.00%
42	Motorola	ASTRO_SYSTEMS_INFRA	225	QUANTAR_QUANTRO ANAL	QTAR QTAR RCVR 6809 TRNK	0.00%
43	Motorola	ASTRO_SYSTEMS_CONSOLES	229	Console Accessories	Logging and Furniture	15.00%
44	Motorola	HW_MAINTENANCE	231	Infrastructure Tech Support	3rd Party Case Support	0.00%
45	Motorola	ASTRO_SYSTEMS_INFRA	243	D - Infrastructure	QUANTAR QUANTRO ASTRO RP	0.00%
46	Motorola	ASTRO_SYSTEMS_CONSOLES	244	CONTROL CENTERS	MCC 7500e	10.00%
47	Motorola	HW_MAINTENANCE	261	REPLACEMENT PARTS 2-WAY	SERVICE AIDS SHOP SUPPLIES	5.00%
48	Motorola	ASTRO_SYSTEMS_DROPSHIP	262	Towers	TOWERS	10.00%
49	Motorola	A&E_OTHER_ACCY	271	TWO WAY TRADITIONAL (Elgin DC)	CARRY CASES	20.00%
50	Motorola	HW_MAINTENANCE	272	REPLACEMENT PARTS 2-WAY	RNSG INFRA MANUFACTURED	0.00%
51	Motorola	ASTRO_SYSTEMS_INFRA	273	Comparators Legacy	DIGITAC COMPARATOR	0.00%
52	Motorola	ASTRO_SYSTEMS_INFRA	274	Encryption Products Astro	OEM CryptR Micro	0.00%
53	Motorola	XTS_XTL_OTHER	276	Millennium Mobile	XTL5000 CONSOLETTE	0.00%
54	Motorola	ASTRO_SYSTEMS_INFRA	277	SmartX	SMARTX	0.00%
55	Motorola	ASTRO_SYSTEMS_INFRA	280	DATA BASE STATION SMARTZONE	SMARTZONE CONTROLLER	0.00%
56	Motorola	ASTRO_SYSTEMS_INFRA	281	DATA BASE STATION SMARTZONE	SMARTZONE MANAGER	0.00%
57	Motorola	ASTRO_SYSTEMS_DROPSHIP	282	Cambium Backhaul Equipment	HF-SSB BUY-IN PRODUCTS	10.00%
58	Motorola	ASTRO_SI	285	Astro SI Training	Infrastructure Training	0.00%
59	Motorola	ASTRO_SI	286	Astro SI Training	SI CUSTOMER TRAINING	0.00%
60	Motorola	XTS_XTL_OTHER	287	PC_SPECIAL APPLICATIONS	PAC-RTVRS	0.00%
61	Motorola	ASTRO_SYSTEMS_INFRA	288	PT_RISK	ALTERNATIVE CHANNEL ENGR SERVI	0.00%
62	Motorola	HW_MAINTENANCE	290	Local Operational Support Services	WARRANTY WRAP	0.00%
63	Motorola	A&E_OTHER_ACCY	291	TWO WAY DROPSHIP ACCY	MOBILE DROPSHIP	20.00%
64	Motorola	HW_MAINTENANCE	293	Demand and Local Device Repair	Device Diagnostics	0.00%
65	Motorola	APX_PORTABLE	305	APX4000XH	APX4000XH	27.00%
66	Motorola	ASTRO_SI	306	SI SITE DESIGN	SI SITE DESIGN	0.00%
67	Motorola	ASTRO_SI	308	SI SYSTEMS RISK	SYSTEMS INTEGRATION SYSTEM DIS	0.00%
68	Motorola	ASTRO_SI	309	SI SYSTEMS RISK	SYSTEMS INTEGRATION STANDARDIZ	0.00%
69	Motorola	ASTRO_SYSTEMS_INFRA	316	Infrastructure Pricing Adjustments	INFRASTRUCTURE SYSTEM DISC APC	0.00%
70	Motorola	ASTRO_SYSTEMS_INFRA	318	Infrastructure Pricing Adjustments	INFRASTRUCTURE MARGIN ADJ	0.00%
71	Motorola	XTS_XTL_OTHER	326	COSMO PT_ASTRO XTS	ASTRO XTS3000 TRUNKED	0.00%
72	Motorola	ASTRO_SYSTEMS_CONSOLES	328	CONTROL CENTERS	CENTRACM II ELECT SP	25.00%
73	Motorola	ASTRO_SYSTEMS_DROPSHIP	329	Buildings & Sites on Wheels	MSI Stnd Bldg	10.00%
74	Motorola	ASTRO_SUBS_SOFTWARE	332	PC_SOFTWARE SALES	CONV FLASHPORT SUBSCR	27.00%
75	Motorola	ASTRO_MANAGED_SERVICES	348	Astro System Premier	Astro System Premier	0.00%
76	Motorola	ASTRO_SYSTEMS_DROPSHIP	351	Site Equipment	RF Antenna and TX Line	10.00%

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77	Motorola	ASTRO_SYSTEMS_CONSOLES	354	MotoConsole Product	MotoConsole Product	15.00%
78	Motorola	Field_Response_Reporting	357	Gridstone	Gridstone MSI Software Licenses	0.00%
79	Motorola	ASTRO_SYSTEMS_INFRA	358	IP Transport SW	IP TRANSPORT SW	10.00%
80	Motorola	ASTRO_MANAGED_SERVICES	359	MotoConsole Support Svcs	MotoConsole Support Svcs	0.00%
81	Motorola	HW_MAINTENANCE	362	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH SRCD	0.00%
82	Motorola	HW_MAINTENANCE	371	REPLACEMENT PARTS 2-WAY	RADIO SUBSCRIPTION SOFTW	0.00%
83	Motorola	A&E_OTHER_ACCY	372	TWO WAY TRADITIONAL (Elgin DC)	SPEAKER MICROPHONES	27.00%
84	Motorola	HW_MAINTENANCE	373	Astro System Advanced	Astro System Advanced	0.00%
85	Motorola	XTS_XTL_OTHER	374	PC_ASTRO SPECTRA MOBILE	ASTRO CONSOLETTE	0.00%
86	Motorola	ASTRO_SYSTEMS_INFRA	377	Site Controllers Legacy	MTC CONTROLLERS	0.00%
87	Motorola	ASTRO_SYSTEMS_INFRA	381	D - Infrastructure	WNG RNC SW	15.00%
88	Motorola	ASTRO_SYSTEMS_INFRA	382	NFM SW	NFM SW	10.00%
89	Motorola	HW_MAINTENANCE	386	Demand and Local Device Repair	Repair Bank	0.00%
90	Motorola	ASTRO_SI	387	Consoles SI	Consoles SI	0.00%
91	Motorola	HW_MAINTENANCE	390	Field Services	System Management	0.00%
92	Motorola	HW_MAINTENANCE	393	Field Services	Contract Administration	0.00%
93	Motorola	HW_MAINTENANCE	395	Devices Essential	ASTRO Device Comprehensive	0.00%
94	Motorola	ASTRO_SYSTEMS_INFRA	405	K Core	K Core	15.00%
95	Motorola	APX_PORTABLE	411	VX P949	VX P949	25.00%
96	Motorola	A&E_OTHER_ACCY	414	TWO WAY TRADITIONAL	VISAR ACCY	0.00%
97	Motorola	ASTRO_SYSTEMS_DROPSHIP	415	TEST EQUIPMENT	Test Equipment	10.00%
98	Motorola	ASTRO_SYSTEMS_DROPSHIP	417	AFTERMARKET SITE EQUIPMENT	RESALE FIXED ACCESS AFTMKT	10.00%
99	Motorola	ASTRO_SYSTEMS_INFRA	424	Master Site Astro HW	MASTER SITE ASTRO HW	15.00%
100	Motorola	ASTRO_SYSTEMS_INFRA	425	L Core	L Core	15.00%
101	Motorola	APX_PORTABLE	426	APX4000_APX2000	APX4000 APX2000	27.00%
102	Motorola	ASTRO_SI	427	SI PASSTHROUGH_ET&S	SI PASSTHROUGH ET S	0.00%
103	Motorola	ASTRO_SUBS_SOFTWARE	430	PC_SOFTWARE SALES	FLASHPORT SFTWR UPGRADE	27.00%
104	Motorola	HW_MAINTENANCE	431	Devices Advanced	Astro Device Management Essential	0.00%
105	Motorola	ASTRO_SI	441	SI SITE DESIGN	SPECIAL SERVICE	0.00%
106	Motorola	ASTRO_SYSTEMS_CONSOLES	443	CONTROL CENTERS	MCC 7500	15.00%
107	Motorola	ASTRO_SYSTEMS_INFRA	448	QUANTAR_QUANTRO ANAL	ANALOG QUANTAR	0.00%
108	Motorola	A&E_BATTERIES	453	REPL BATTERIES	CGISS BATTERIES	27.00%
109	Motorola	HW_MAINTENANCE	454	REPLACEMENT PARTS 2-WAY	RNSG INFRA SOURCED	0.00%
110	Motorola	HW_MAINTENANCE	456	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH MANU	0.00%
111	Motorola	ASTRO_SYSTEMS_DROPSHIP	457	AFTERMARKET SITE EQUIPMENT	RF Conditioning & Distribution	10.00%
112	Motorola	HW_MAINTENANCE	458	Devices Essential	ASTRO Device Repair	0.00%
113	Motorola	HW_MAINTENANCE	461	Devices Installation Services	Device Installation	0.00%
114	Motorola	APX_MOBILE	466	APX1500	APX1500	27.00%
115	Motorola	ASTRO_SYSTEMS_INFRA	469	NFM HW	NFM HW	15.00%
116	Motorola	APX_PORTABLE	470	SoldierMac	SOLDIER MAC	27.00%
117	Motorola	APX_MOBILE	471	APX4500_APX2500	APX4500 APX2500	27.00%
118	Motorola	ASTRO_SYSTEMS_INFRA	474	MTR3000	MTR2000 CONV INDIRECT	0.00%
119	Motorola	A&E_OTHER_ACCY	476	TWO WAY TRADITIONAL	SCHAUMBURG DC ACCESSORIES	20.00%
120	Motorola	APX_PORTABLE	481	APX 6000 Mackinaw	APX 6000 MACKINAW	27.00%

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121	Motorola	ASTRO_SYSTEMS_INFRA	482	PDR 8000	PDR 8000	15.00%
122	Motorola	ASTRO_SYSTEMS_DROPSHIP	490	DROPSHIP Standardization_System Discount	DROPSHIP SYSTEM DISCOUNT APC	10.00%
123	Motorola	ASTRO_SYSTEMS_INFRA	495	Astro 25 Data Solutions	PDG HARDWARE	15.00%
124	Motorola	ASTRO_SYSTEMS_DROPSHIP	501	Cambium Backhaul Equipment	MICOM-2000	10.00%
125	Motorola	A&E_OTHER_ACCY	505	TWO WAY DROPSHIP ACCY	CALLBOX	5.00%
126	Motorola	ASTRO_SYSTEMS_INFRA	509	QUANTAR_QUANTRO DIG	ASTRO QUANTAR	0.00%
127	Motorola	ASTRO_SYSTEMS_INFRA	512	MTR3000	MTR3000	0.00%
128	Motorola	ASTRO_SYSTEMS_DROPSHIP	515	Services Led Dropship	Services Led Dropship	10.00%
129	Motorola	ASTRO_SYSTEMS_INFRA	524	MOTOBRIDGE	MOTOBRIDGE	15.00%
130	Motorola	ASTRO_SYSTEMS_INFRA	525	Comparators Legacy	ASTROTAC COMPARATOR	0.00%
131	Motorola	XTS_XTL_OTHER	526	PC_ASTRO SPECTRA MOBILE	ASTRO SPECTRA PLUS	0.00%
132	Motorola	APX_MOBILE	527	APX 6500 Mobile	APX 6500 MOBILE	27.00%
133	Motorola	APX_PORTABLE	536	APX Covert Portable	APX Covert Portable	27.00%
134	Motorola	ASTRO_SYSTEMS_INFRA	537	QUANTAR_QUANTRO DIG	QTAR SZ ASTRO INTELLIRPT	0.00%
135	Motorola	APX_PORTABLE	562	APX7000XE	APX7000XE APXFIRE	27.00%
136	Motorola	XTS_XTL_OTHER	571	Astro Subs Dropship	Astro Subs Dropship	0.00%
137	Motorola	A&E_OTHER_ACCY	577	TWO WAY TRADITIONAL	WARIS ACCESSORIES	0.00%
138	Motorola	APX_PORTABLE	579	APX8000	APX8000	27.00%
139	Motorola	APX_PORTABLE	581	APX8000XE	APX8000XE	27.00%
140	Motorola	ASTRO_SYSTEMS_INFRA	593	MTR3000	MTR2000 TRNK DIRECT	0.00%
141	Motorola	ASTRO_SYSTEMS_INFRA	595	G-Series SW	G-SERIES SW	18.00%
142	Motorola	ASTRO_SUA	613	Consoles SW Maintenance	Consoles SW Maintenance	0.00%
143	Motorola	HW_MAINTENANCE	614	Consoles HW Maintenance	Consoles HW Maintenance	0.00%
144	Motorola	A&E_OTHER_ACCY	619	TWO WAY TRADITIONAL (Elgin DC)	900 DIGITAL ACCESSORIES	27.00%
145	Motorola	ASTRO_SYSTEMS_INFRA	643	Comparators Legacy	MODEMS	15.00%
146	Motorola	A&E_OTHER_ACCY	644	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS/RECONDITIONERS	19.00%
147	Motorola	HW_MAINTENANCE	646	Sonoma Hardware Support	Sonoma Hardware Support	0.00%
148	Motorola	ASTRO_SYSTEMS_INFRA	647	D - Infrastructure	TRUNKED TERMINALS SOFTWA	10.00%
149	Motorola	APX_MOBILE	652	APX6500 Basic product	APX6500 Basic	27.00%
150	Motorola	A&E_OTHER_ACCY	653	MISC ACCY	MISC	0.00%
151	Motorola	APX_PORTABLE	655	APX7000	APX7000	27.00%
152	Motorola	APX_MOBILE	656	APX7500	APX7500	27.00%
153	Motorola	XTS_XTL_OTHER	671	PT_DSKTP PHASEOUT	SUBSCRIBER MARGIN ADJUSTMENT	0.00%
154	Motorola	APX_PORTABLE	673	APX8000H	APX8000H	27.00%
155	Motorola	ASTRO_SYSTEMS_INFRA	675	D-Series Base Radio HW	D-Series Base Radio HW	0.00%
156	Motorola	HW_MAINTENANCE	676	HW Maintenance Video	Video Advanced	0.00%
157	Motorola	ASTRO_SYSTEMS_INFRA	677	D-Series Site Controller HW	D-Series Site Controller HW	0.00%
158	Motorola	XTS_XTL_OTHER	678	PT_LTS2000 TRUNKED	LTS2000 TRNK	0.00%
159	Motorola	ASTRO_SYSTEMS_INFRA	680	D-Series SW	D-Series SW	0.00%
160	Motorola	APX_MOBILE	681	APX8500	APX8500	27.00%
161	Motorola	ASTRO_SYSTEMS_INFRA	704	AME	AME	10.00%
162	Motorola	A&E_OTHER_ACCY	706	TWO WAY TRADITIONAL (Elgin DC)	MOBILE CONSOLE ACCESSORIES	20.00%
163	Motorola	ASTRO_SYSTEMS_DROPSHIP	708	Computers & Monitors	Computers & Monitors	10.00%
164	Motorola	ASTRO_SYSTEMS_INFRA	729	INFRASTRUCTURE UPGRADE	CONV FLASHPORT INFRA	20.00%

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165	Motorola	ASTRO_SYSTEMS_CONSOLES	735	Avtec Product	Avtec Product	5.00%
166	Motorola	ASTRO_SUA	738	Avtec Scoutcare	Avtec Scoutcare	0.00%
167	Motorola	ASTRO_SUA	739	Astro SW Maint	ASTRO SUA Completed Contract	0.00%
168	Motorola	ASTRO_SYSTEMS_CONSOLES	740	Outsourced Consoles	MIP 5000	10.00%
169	Motorola	ASTRO_SUA	741	Astro SW Maint	ASTRO SUA Upgrade Operations Completed Contract	0.00%
170	Motorola	A&E_OTHER_ACCY	742	TWO WAY TRADITIONAL (Elgin DC)	PORTABLE AUDIO ACCESSORIES	20.00%
171	Motorola	ASTRO_SYSTEMS_INFRA	743	QUANTAR_QUANTRO DIG	ASTRO RECEIVERS	15.00%
172	Motorola	HW_MAINTENANCE	744	REPLACEMENT PARTS 2-WAY	MISC SUBSCRIBER INFRASTRUCTURE	0.00%
173	Motorola	ASTRO_SUA	745	Astro SW Maint	ASTRO SUA Field Services Completed Contract	0.00%
174	Motorola	HW_MAINTENANCE	746	Services (Non-SI) Training	SUA TRAINING Completed Contract	0.00%
175	Motorola	HW_MAINTENANCE	753	Devices Tech Support	Devices Tech Support	0.00%
176	Motorola	ASTRO_SYSTEMS_CONSOLES	754	Outsourced Consoles	Console Peripherals	10.00%
177	Motorola	APX_PORTABLE	755	APX6000 Basic	APX6000 BASIC	27.00%
178	Motorola	APX_PORTABLE	756	APX6000XE	APX6000XE	27.00%
179	Motorola	APX_MOBILE	757	APX4500 Li	APX4500 Li	27.00%
180	Motorola	APX_MOBILE	761	APX7500	APX 7500 CONSOLETTE	27.00%
181	Motorola	HW_MAINTENANCE	769	Field Services	Preventive Maintenance	0.00%
182	Motorola	ASTRO_SUA	771	Devices and Accessories SMA	Devices and Accessories SMA	0.00%
183	Motorola	HW_MAINTENANCE	772	Infrastructure Tech Support	Astro Infrastructure Tech Support	0.00%
184	Motorola	XTS_XTL_OTHER	775	MANTARAY EXPRESS LOW TIER MOBILE	XTL1500 7 800	0.00%
185	Motorola	A&E_OTHER_ACCY	785	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS RECONDITIONERS	20.00%
186	Motorola	ASTRO_SYSTEMS_INFRA	786	D - Infrastructure	AIR TIME ACCUMULATOR	0.00%
187	Motorola	A&E_OTHER_ACCY	795	TWO WAY TRADITIONAL (Elgin DC)	GP P110 ACCESSORIES	20.00%
188	Motorola	A&E_OTHER_ACCY	796	TWO WAY TRADITIONAL	VISAR ACCESSORIES MT PL	0.00%
189	Motorola	A&E_BATTERIES	798	REPL BATTERIES	ABC BATTERY PROGRAM	0.00%
190	Motorola	ASTRO_SYSTEMS_DROPSHIP	800	Cambium Backhaul Equipment	WIRELESS VALLEY MAINTENANCE	10.00%
191	Motorola	HW_MAINTENANCE	813	Devices Essential	Accessories SFS Comprehensive	0.00%
192	Motorola	HW_MAINTENANCE	814	Security Services	Astro CyberSecurity	0.00%
193	Motorola	HW_MAINTENANCE	816	Devices Essential	Accessories Essential	0.00%
194	Motorola	ASTRO_SUA	823	Astro SW Maint	Astro SUA & SMA	0.00%
195	Motorola	ASTRO_SYSTEMS_INFRA	824	SUA POC	SUA POC	0.00%
196	Motorola	ASTRO_POC	833	G&PS Astro SI POC OLD	SI SITE CONSTRUCTION	0.00%
197	Motorola	APX_PORTABLE	837	APX1000	APX1000	27.00%
198	Motorola	ASTRO_SYSTEMS_DROPSHIP	856	Buildings & Sites on Wheels	MOTOROLA ALTERNATIVE BUILDING	10.00%
199	Motorola	EMERGING_SOLUTIONS	870	PD_IRRIGATION	IRRIGATION PRODUCTS	10.00%
200	Motorola	ASTRO_SI	872	SI ET&S Vendors	SI ET&S VENDORS	0.00%
201	Motorola	ASTRO_SI	874	SI Third Party Vendors	SI THIRD PARTY VENDORS	0.00%
202	Motorola	ASTRO_SYSTEMS_INFRA	877	Master Site Astro SW	MASTER SITE ASTRO SW	18.50%
203	Motorola	ASTRO_SYSTEMS_DROPSHIP	881	Cambium Backhaul Equipment	POWERLINE LV	10.00%
204	Motorola	HW_MAINTENANCE	882	Field Services	On-site Field Services	0.00%

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205	Motorola	HW_MAINTENANCE	900	Infrastructure Repair Services	T&M System Repair	0.00%
206	Motorola	A&E_OTHER_ACCY	903	BUSINESS LIGHT ACCY	RBR ACCY	0.00%
207	Motorola	ASTRO_SYSTEMS_DROPSHIP	904	Cambium Backhaul Equipment	Point to Multipoint	10.00%
208	Motorola	ASTRO_SYSTEMS_DROPSHIP	906	MW Backhaul & Channel Banks & Freq Std	Time and Frequency Systems	10.00%
209	Motorola	ASTRO_SYSTEMS_DROPSHIP	908	Cambium Backhaul Equipment	DROPSHIP LICENSE POINT TO POIN	10.00%
210	Motorola	HW_MAINTENANCE	929	Infrastructure Repair Services	ASTRO Repair	0.00%
211	Motorola	HW_MAINTENANCE	943	Services (Non-SI) Training	Training	0.00%
212	Motorola	ASTRO_SYSTEMS_DROPSHIP	947	Cambium Backhaul Equipment	RAD	10.00%
213	Motorola	HW_MAINTENANCE	948	Infrastructure Repair Services	Local System Repair	0.00%
214	Motorola	ASTRO_SYSTEMS_DROPSHIP	963	Cambium Backhaul Equipment	TUT	10.00%
215	Motorola	HW_MAINTENANCE	964	PCR System Essential & Advanced	PCR System Essential	0.00%
216	Motorola	ASTRO_SYSTEMS_INFRA	967	D - Infrastructure	PRIV SYS INTLNOC RELEASE	0.00%
217	Motorola	HW_MAINTENANCE	969	Security Services	Astro SUS Patching	0.00%
218	Motorola	HW_MAINTENANCE	972	PERFORMANCE SERVICES	ASTRO Network Performance	0.00%
219	Motorola	HW_MAINTENANCE	978	Demand and Local Device Repair	T&M Device Repair	0.00%
220	Motorola	ASTRO_SYSTEMS_DROPSHIP	980	Computers & Monitors	Third Party Astro Data Applications	0.00%
221	Motorola	HW_MAINTENANCE	984	Infrastructure Tech Support	Software Installs	0.00%
222	Motorola	HW_MAINTENANCE	986	REPLACEMENT PARTS 2-WAY	LEGACY SUBSCRIBER	0.00%
223	Motorola	HW_MAINTENANCE	988	Infrastructure Repair Services	Non-MSI Serviceable Item	0.00%

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Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio	007	EVX-S24	EVX-S24	25%-30%
2.	Motorola	TRBO	018	CP Portfolio	CP Portfolio	25%-30%
3.	Motorola	TRBO	019	PM/CM Portfolio	PM/CM Portfolio	25%-30%
4.	Motorola	Portable Radios	037	TRBO Radio Portfolio	TRBO Radio Portfolio	25%-30%
5.	Motorola	Mobile Stations	038	MotoTRBO	MotoTRBO	25%-30%
6.	Motorola	LTE Systems Dropship	055	LTE Switch Routers	LTE Switch Routers	10%
7.	Motorola	Portable Radios	087	TRBO Radio Portables	TRBO Radio Portables	25%-30%
8.	Motorola	Pagers/Receivers	136	Minitor Products	Minitor Products	15%
9.	Motorola	Portable Radios TRBO	158	TRBO Radio CP Portfolio	TRBO Radio CP Portfolio	25%-30%
10.	Motorola	Portable Radios APX Accessories	187	APX Portable Accessories	APX Portable Accessories	27%
11.	Motorola	Mobiles	189	Mobile Accessories	Mobile Accessories	20%
12.	Motorola	MotoTRBO	421	Application Partner Programs	Application Partner Programs	0%
13.	Motorola	MotoTRBO	422	Infrastructure	Infrastructure	10%-15%
14.	Motorola	MotoTRBO	433	MotoTRBO High Tier Repeater	MotoTRBO High Tier Repeater	15%-30%
15.	Motorola	Professional Commercial Radio	435	Capacity Max Hardware	Capacity Max Hardware	20%
16.	Motorola	Professional Commercial Radio	449	Capacity Max Software License	Capacity Max Software License	20%
17.	Motorola	Pagers/Receivers	452	Pagers	Pagers	15%
18.	Motorola	Dispatch	454	Audio Accessories	Audio Accessories	15%
19.	Motorola	Fixed Station	457	Infrastructure Antennas	Infrastructure Antennas	20%
20.	Motorola	Professional Commercial Radio	475	MotoTRBO Trunking Mobile	MotoTRBO Trunking Mobile	25%-30%
21.	Motorola	MotoTRBO	478	MotoTRBo Mid Tier Repeater	MotoTRBo Mid Tier Repeater	15%-30%
22.	Motorola	Mobiles	484	MotoTRBO	MotoTRBO	25%-30%
23.	Motorola	Dispatch	520	Wave Technology	Wave Technology	0%
24.	Motorola	MotoTRBO	521	MotoTRBO Low Tier Repeater	MotoTRBO Low Tier Repeater	15%-30%
25.	Motorola	Accessories	271	Carry Cases	Carry Cases	15%
26.	Motorola	Fixed Station	273	Analog Comparator	Analog Comparator	10%

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Vendor (AH)

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27.	Motorola	Accessories	291	Mobile Dropship	Mobile Dropship	10%
28.	Motorola	Vertex	301	Vertex Parts	Vertex Parts	10%
29.	Motorola	Wave PTT	336	Wave on Cloud 3rd Party Services - Recurring	Wave on Cloud 3rd Party Services - Recurring	0%
30.	Motorola	Professional Commercial Radio	345	Low Tier Business Radio	Low Tier Business Radio	25%-30%
31.	Motorola	MotoTRBO	356	MotorTRBO Anywhere Gateway	MotorTRBO Anywhere Gateway	10%
32.	Motorola	MotoTRBO	346	MotorTRBO Anywhere License	MotorTRBO Anywhere License	10%
33.	Motorola	Pagers/Receivers	361	Paging	Paging	15%
34.	Motorola	Accessories	372	Speaker Microphones	Speaker Microphones	27%
35.	Motorola	Professional Commercial Radios	401	Digital Portable	Digital Portable	25%-30%
36.	Motorola	Wave PTT Wave on Cloud Product	583	Wave on Cloud 3rd Party Hardware and Software	Wave on Cloud 3rd Party Hardware and Software	0%
37.	Motorola	Portable Radios	626	TRBO Radio PR Portfolio	TRBO Radio PR Portfolio	25%-30%
38.	Motorola	Wave PTT	642	Wave on Cloud MSI Hardware	Wave on Cloud MSI Hardware	10%
39.	Motorola	MotoTRBO Radios	777	Portables	Portables	25%-30%
40.	Motorola	Portable Radios – Misc Accessories	785	APX Accessories	APX Accessories	27%
41.	Motorola	LTE	790	LTE LEX 11	LTE LEX 11	0%
42.	Motorola	Professional Commercial Radio	794	Professional Fixed Equipment	Professional Fixed Equipment	15%
43.	Motorola	Portable Radios	795	Misc APX Accessories	Misc APX Accessories	27%
44.	Motorola	Portable Radios	798	Misc APX Accessories	Misc APX Accessories	27%
45.	Motorola	Professional Commercial radio	807	Subscribers	Subscribers	25%-30%
46.	Motorola	Professional Commercial radio	819	VX-261	VX-261	25%-30%
47.	Motorola	Professional Commercial radio	821	Limited Display Keypad Subscriber	Limited Display Keypad Subscriber	25%-30%
48.	Motorola	Portable Radios	837	Misc APX Accessories	Misc APX Accessories	27%
49.	Motorola	Accessories	849	Other Consumer Accessories	Other Consumer Accessories	15%-27%
50.	Motorola	Professional Commercial radio	871	Full Display Keypad Subscriber	Full Display Keypad Subscriber	25%-30%
51.	Motorola	Dispatch	892	Wave Technology	Wave Technology	0%

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52.	Motorola	Mobiles	922		CM200/300	25%-30%

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Vendor (AJ)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG2 PORTABLE (RADIO ONLY)	40%
2.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG MOBILES (RADIO ONLY)	35%
3.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG SERIES ACCESSORIES	35%
4.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES PORTABLE (RADIO ONLY)	30%
5.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES ACCESSORIES	30%
6.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES FEATURE UPGRADES	50%
7.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	RAW/LEGACY/REPLACEMENT PARTS	10%
8.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	ALL OTHER ITEMS	25%
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Vendor (AK)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	JVCKendwood	Land Mobile Radios			Land Mobile Radios	30
2.	JVCKendwood	Land Mobile Radios			Radio Accessories	30
3.	JVCKendwood	Repeater & Accessories.			Repeater, Accessories & Systems	20
4.	EFJohnson	Repeater & Accessories.			Repeater, Accessories & Systems	20
5.	EFJohnson	Land Mobile Radios			Land Mobile Radios	20
6.	Zetron					10
7.	Telex					10
8.	Pyramid Comm.					10
9.	Talley Comm.					10
10.	Generic				VHF, UHF, 800 Antenna Kits	0
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Certificate Of Completion

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Status: Completed
Subject: GSD/SPD Procurement#: 10-00000-20-00048
Source Envelope:
Document Pages: 58
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
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Raelynn Lujan
13 Bataan Blvd
Santa Fe, NM 87508
Raelynn.Lujan@state.nm.us
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Status: Original
11/13/2020 1:51:22 PM
Holder: Raelynn Lujan
Raelynn.Lujan@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.157.179	Sent: 11/13/2020 1:56:01 PM Viewed: 11/13/2020 1:56:20 PM Signed: 11/13/2020 1:56:27 PM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.164.144.62	Sent: 11/13/2020 1:56:32 PM Viewed: 11/13/2020 1:57:02 PM Signed: 11/13/2020 1:57:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.123.85.3 Signed using mobile	Sent: 11/13/2020 1:57:18 PM Viewed: 11/13/2020 1:58:45 PM Signed: 11/13/2020 2:01:56 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/13/2020 1:56:01 PM
Certified Delivered	Security Checked	11/13/2020 1:58:45 PM
Signing Complete	Security Checked	11/13/2020 2:01:56 PM
Completed	Security Checked	11/13/2020 2:01:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/18/2020

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 rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 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:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Karen Napier
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570082412913 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			TB2641005169070	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $250,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AS2-641-005169-010	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA764D005169080 All Other States WC7641005169090 WI	07/01/2020 07/01/2020	07/01/2021 07/01/2021	X PER STATUTE / OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

Certificate No : 570082412913

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Services Agreement-Purchase Order.

CERTIFICATE HOLDER

The City of Santa Fe
PO Box 909
Santa Fe NM 87504 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 Central Inc.

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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: MOTOROLA SOLUTIONS INC
DBA: MOTOROLA SOLUTIONS INC

Business Location: 7237 CHURCH RANCH BLVD 406
WESTMINSTER, CO 80021

CRS Number: 01760351000

Owner: MOTOROLA SOLUTIONS INC

License Number: 228332

License Type: Business License - Renewable

Issued Date: September 18, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: September 18, 2021

Fees Paid: $10.00

MOTOROLA SOLUTIONS INC
7237 CHURCH RANCH BLVD 406
WESTMINSTER, CO 80021

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/05/2021
FOR CITY COUNCIL MEETING OF 05/12/2021

ISSUE:

Request for Approval of Amendment No. 1 to Contract #20-056 for United Way of Santa Fe County to change their name to Growing Up New Mexico (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186) Committee Review: Finance Committee 1: 03/05/2021 Quality of Life Committee 2: 05/05/2021 Governing Body: 12/05/2021

Committee Review
Quality of Life Committee – 4/21/21
Public Works and Utilities Committee – 4/26/21
Governing Body (request to publish) – 4/28/21
Finance Committee – 5/3/21
Governing Body (public hearing) – 5/12/21

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 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

b) Request for Approval of Amendment No.1 to Contract #20-056 for United Way of Santa Fe County to change their name to Growing Up New Mexico (Elizabeth Peterson, Children and Youth Program Manager,empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body: 05/12/2021

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **February 16, 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 (Mar 18, 2021 17:48 CDT)
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE: Review and Approve: United Way of Santa Fe County contract amendment for a name change to Growing Up New Mexico (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.

Over the past two decades, United Way of Santa Fe County has been focused on early childhood, and though an affiliated member organization with United Way Worldwide since 1955, they have not operated as a traditional United Way in many years. As such they came to a mutual agreement with United Way Worldwide to end their membership. On January 18 of 2021, they formally changed their name to Growing Up New Mexico: The Early Childhood Partnership. Although they have a new name their organizational mission, vision, focus, and work will remain just as they are. Although their mission remains the same they are seeking a contract amendment to use their new organization name.

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 United Way of Santa Fe County to change the name to Growing Up New Mexico.

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 **3202205**

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 12:28 MST)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Mar 4, 2021 08:15 MST)

Email: jjsanchez@santafenm.gov

Growing Up NM Contract Amendment MEMO

Final Audit Report 2021-03-01

Created:	2021-02-24
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACmHcm-1kvpt6-7uDrAM75Txahx54Fcdv

"Growing Up NM Contract Amendment MEMO" History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-02-24 - 7:02:03 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-24 - 7:02:48 PM GMT

Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-24 - 7:27:57 PM GMT- IP address: 104.47.65.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-24 - 7:28:31 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-24 - 7:28:33 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-03-01 - 3:14:58 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-03-01 - 3:15:28 PM GMT - Time Source: server- IP address: 73.26.148.94

Agreement completed.
2021-03-01 - 3:15:28 PM GMT

Item#_____
MunisContract#3202205

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Tier II Navigation Services
#20-0576

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 8, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **GROWING UP NEW MEXICO, formally doing business as UNITED WAY OF SANTA FE COUNTY** (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. NAME CHANGE.

The Contractor, UNITED WAY OF SANTA FE COUNTY is now known as GROWING UP NEW MEXICO.

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:
Growing Up NM

Katherine Duenas
NAME

President & CEO
TITLE

DATE: 02/11/21
CRS# 01-505907-003

Registration # 19-224944

Business Licence# 224944

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 11, 2021 08:18 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2560122.510400 AL
AL
Munis Org. and Obj. Code

2021 02 11 Name Change Amendment 1 Growing Up NM

Final Audit Report 2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfSgoAfwz2cskWclYBsfFCmf0-uLQvvrt

"2021 02 11 Name Change Amendment 1 Growing Up NM" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-11 - 3:04:28 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-11 - 3:04:52 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-11 - 3:18:11 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 3:18:30 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-11 - 3:18:30 PM GMT

POWERED BY Adobe Sign

CITY OF SANTA FE ITEM# 20-0576
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 **UNITED WAY OF SANTA FE COUNTY**, 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

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.

f. 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.

g. 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

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 102 unduplicated children or families x $784.31 per family unit served 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) # of children and/or families served; # Clients helped by navigator
2) # or percent % of families referred to services and # or % meeting short and long-term goals
3) #/% of children with growth in all 7 domains of the observational assessment (from baseline)
4) # or % of clients served reporting an improvement in circumstances or positive change in social determinants of health

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*	*$784.31 per navigation client x 102*	*$80,000*
B. FY22	*II*	*$784.31 per navigation client x 102*	*$80,000*
C. FY23	*II*	*$784.31 per navigation client x 102*	*$80,000*
The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred forty thousand dollars ($240,000).			

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: [Maia Cortissoz, 440 Cerrillos Road, Suite A, Santa Fe, NM 87501. maiac@uwsfc.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:
UNITED WAY OF SANTA FE COUNTY

NAME:
TITLE: CEO

DATE: 9-23-20

CRS # 01505907003
REGISTRATION# 19- 224944

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 21, 2020 16:36 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400
Munis Org. and Obj. Code

United Way of Santa Fe County *will become*

GROWING UP New Mexico

THE EARLY CHILDHOOD PARTNERSHIP

November 19, 2020

City of Santa Fe
Children and Youth Commission
Agreement #20-0576
Attn: Julie Sanchez, Division Director

This letter serves as formal notice that United Way of Santa Fe County, Inc.'s name will change and has been approved by the New Mexico Secretary of State:

New name:	**Growing Up New Mexico, Inc.**
FEIN:	85-0163601 (remains the same)

Attached are copies of the amendment to the articles of incorporation and proof of filing with the New Mexico Secretary of State's office.

As such, we are requesting that agreement #20-0576 with the City of Santa Fe's Children and Youth Commission be amended to reflect United Way of Santa Fe County's new name, Growing Up New Mexico, Inc., effective January 18, 2021. Until that date, the organization will continue to operate under the name of United Way of Santa Fe County, Inc.

Thank you for your attention to this matter.

Katherine Freeman

Katherine Freeman, President & CEO
Growing Up New Mexico, Inc.

STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Amendment

OF

GROWING UP NEW MEXICO, INC.

320176

New Mexico

The Office of the Secretary of State certifies that the Articles of Amendment, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act **53-8-1 to 53-8-99 NMSA 1978**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Amendment and attaches hereto a duplicate of the Articles of Amendment.

Dated: **October 9, 2020**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: UNITED WAY OF SANTA FE COUNTY

Procurement Title: RFP # 20/21P

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 25, 2021 16:03 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 # **3202205**

Contractor: **UNITED WAY OF SANTA FE COUNTY**

Description: **Children and Youth Commission funded services**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **11/8/2020** Term End Date: **6/30/23**

[☑] Approved by Council Date: _____

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **20-0576**

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)

Name change from Unite Way of Santa Fe County to Growing Up New Mexico

3. **Procurement History:** **RFP # 20/21P**

Fran Delaway (Mar 25, 2021 16:03 MDT) Mar 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 1 to change name

4. **Funding Source:** **CYC/256** **Org / Object:** **2560122/510400**

Alexis Lotero (Mar 24, 2021 14:40 MDT) Mar 24, 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: GROWING UP NEW MEXICO INC

Business Location: 440 CERILLOS RD STE. A
SANTA FE , NM 87501

CRS Number: 01505907003

Owner: GROWNING UP NEW MEXICO INC

License Number: 224944

License Type: Business License - Renewable

Issued Date: January 22, 2021

Classification: Business Registration - Standard

Expiration Date: January 22, 2022

Fees Paid: $35.00

GROWING UP NEW MEXICO INC
440 CERILLOS RD STE A
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

GROWUPN-01 LQUINTANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2021

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	CONTACT NAME:	
HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	PHONE (A/C, No, Ext): (505) 982-4296	FAX (A/C, No): (866) 621-0427
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Growing Up New Mexico, Inc.
440 Cerrillos Road Suite A
Santa Fe, NM 87501

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		PHPK2193061	10/24/2020	10/24/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							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:						SEXUAL ABUSE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			PHPK2193061	10/24/2020	10/24/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB742116	10/24/2020	10/24/2021	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		9969127	8/11/2020	8/11/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Prof Liability			PHPK2193061	10/24/2020	10/24/2021	Aggregate	2,000,000
A	Prof Liabillity			PHPK2193061	10/24/2020	10/24/2021	Each Prof Incident	1,000,000

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

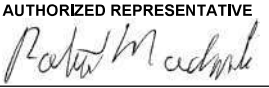
CERTIFICATE HOLDER

The 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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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Growing Up New Mexico, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501(c)3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

440 Cerrillos Road, Suite A

Requester's name and address (optional)

6 City, state, and ZIP code

Santa Fe, NM 87501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	0	1	6	3	6	0	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ B Ravenheart, Controller Date ▶ 2/1/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

GB COMMUNITY HEALTH AND SAFETY GROWING UP NM AMENDMENT

Final Audit Report 2021-03-18

Created:	2021-03-18
By:	Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqQgi0z4jsVd1odumaqOUx76qurptG0MF

"GB COMMUNITY HEALTH AND SAFETY GROWING UP NM AMENDMENT" History

Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2021-03-18 - 10:43:31 PM GMT- IP address: 63.232.20.2

Document emailed to KO (krochoa@santafenm.gov) for signature
2021-03-18 - 10:45:00 PM GMT

Email viewed by KO (krochoa@santafenm.gov)
2021-03-18 - 10:48:03 PM GMT- IP address: 104.47.65.254

Document e-signed by KO (krochoa@santafenm.gov)
Signature Date: 2021-03-18 - 10:48:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-18 - 10:48:17 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

d) Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and corresponding Budget Amendment Resolution (BAR), in the amount of $1,570,927. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 505-955-2901)

1. Request for Approval of BAR to Budget the Federal Funding of $1,570,927.

Committee			**Review**:
Public Works/Utilities		Committee:	04/26/21
Finance	Committee:		05/03/21
Governing Body: 05/12/21			

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/26/2021
ISSUE NO. 8e Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and corresponding Budget Amendment Resolution (BAR), in the amount of $1,570,927. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 505-955-2901) **Committee Review:** Public Works/Utilities Committee: 04/26/21 Finance Committee: 05/03/21 Governing Body: 05/12/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 05/03/2021
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: April 13, 2021

TO: Public Works/Utilities Committee, Finance Committee and Governing Body

VIA: _____
Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE:
Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021 and Budget Amendment Resolution (BAR)

SUMMARY:
The Santa Fe Regional Airport has been offered a grant through ACRGP, identified as Grant No. 3-35-0037-055-2021 for the maximum obligation amount of $1,570,927. The end date for this grant is four (4) years from the date of acceptance and is a reimbursable grant 100% Federal cost (no matching funds required).

By accepting this grant, the City of Santa Fe will certify that the reimbursements sought are for purposes directly related to airport operations. Such purposes include the reimbursement of the airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Airport Coronavirus Response Grant Program (ACRGP). This grant may be used to reimburse operational and maintenance expenses directly related to the airport incurred no earlier than January 20, 2020, and also debt service payments that occur on or after December 27, 2020. ACRGP funds will be governed by the same requlations for "airport revenue". ACRGP funds may not fund any airport development program projects.

This is the second grant offered by the Federal Government in response to the COVID-19 pandemic. The City of Santa Fe's Governing Body accepted the CARES Act grant in the amount of $1,858,505.00 in May of 2020.

Should you have any questions, do not hesitate to contact me at ext. 2901.

ACTION:
Approval of Grant No. 3-35-0037-055-2021 and BAR as submitted.

Attachments:

Grant
Budget Amendment Resolution (BAR)

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana,New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

CRRSA Transmittal Letter

April 7, 2021

The Honorable Allan Webber
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Webber:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-35-0037-055-2021 for Santa Fe Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 21, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Lacey D Spriggs (Apr 7, 2021 07:38 CDT)

Lacey D. Spriggs
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 7, 2021

Airport/Planning Area Santa Fe Municipal Airport

ACRGP Grant Number 3-35-0037-055-2021

Unique Entity Identifier 069420818

TO: City of Santa Fe
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 19, 2021, for a grant of Federal funds at or associated with the Santa Fe Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Santa Fe Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Santa Fe Municipal incurred

no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,570,927, allocated as follows:

   $44,457 Primary KC2021

   $1,526,470 Primary KQ2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

   c. Close out and Termination.

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 21, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PRIVATE SPONSORS. When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal office or employee responsible for oversight of a grant program;
e. A court or grand jury;
f. A management office of the grantee or subgrantee; or
g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 7, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs (Apr 7, 2021 07:38 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager, LA/NM Airports District Office

(Title of FAA Official)

Part II - Acceptance

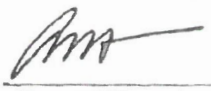
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated April 7, 2021

City of Santa Fe
(Name of Sponsor)



(Signature of Sponsor's Designative Official/Representative)

By: Alan Webber
(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor
(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

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 MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 16, 2021 11:23 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Airport Operating / 5456050
Org.Name/Org.#

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq. [2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. [2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates. [1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). [1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). [1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. [1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. **Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Pavement Preventative Maintenance.**

   With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Santa Fe**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. **Policies, Standards and Specifications.**

    It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 19, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. **Acquisition Thresholds.**

    The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/regulations_policies/advisory_circulars

☐

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport	04/07/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Transportation	5456050	490550		(1,570,927.00)	
				0	

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

To record Airport Coronavirus Response Grant Program - reimbursable grant for operational expense

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
545	1570927
TOTAL:	0

Bobbi Huseman 04/07/2021
Prepared By *{print name}* Date

Mark Baca
Division Director Signature *{optional}* Date

4/15/2021
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 (Apr 16, 2021 09:53 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Signature: *Irene Romero*

Email: ikromero@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

f) Request for approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for completion of the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of $422,167 (Brian Snyder, Public Utilities Engineering Supervisor, bksnyder@santafenm.gov, 955-4277)

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

d) Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and corresponding Budget Amendment Resolution (BAR), in the amount of $1,570,927. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 505-955-2901)

1. Request for Approval of BAR to Budget the Federal Funding of $1,570,927.

Committee Review:
Public Works/Utilities Committee: 04/26/21
Finance Committee: 05/03/21
Governing Body: 05/12/21

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/26/2021

ISSUE NO. 8b

Request for approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer - Dam Safety Bureau for completion of the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of $422, 167 (Brian Snyder, Public Utilities Engineering Supervisor, bksnyder@santafenm.gov, 955-4277)

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 5/3/2021 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: April 6, 2021

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: Brian Snyder, Engineer Supervisor BKS
BKS

RE: Approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for completion of the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of $422,167

ITEM AND ISSUE

The Water Division is working to complete the Nichols Dam outlet conduit rehabilitation design and has requested funding from New Mexico Office of the State Engineer – Dam Safety Bureau (NMOSE-DSB) to complete the dam safety related design. The Water Division requests approval of the Governmental Project Funding Agreement in the amount of $422,167.

BACKGROUND AND SUMMARY

In April 2018, the Water Division entered into an on-call engineering contract with AECOM to perform dam related services. Since April 2018, the Water Division has initiated task orders with AECOM to complete Nichols Dam evaluations, planning and design up to 60% for the outlet conduit rehabilitation. Work has included: a Semi-Quantitative Risk Analysis (SQRA) for Nichols Dam to identify and evaluate potential failure modes and to plan and prioritize dam rehabilitation and improvement work; Interim Risk Reduction Measures for Nichols Dam (initiated July 2018); Preliminary Engineering (30%) for Nichols Dam Outlet Conduit Rehabilitation (initiated February 2019); and Nichols Dam Intake Structure Evaluation (initiated June 2019); Nichols Dam geotechnical investigations and report-GDR (initiated September 2019); Probable Maximum Precipitation/Flood (PMP/PMF) analysis for Nichols Dam watershed (initiated December 2019); Nichols Dam slope stability analysis, seepage analysis, 2-D modeling, 3-D modeling and report (initiated May 2020); and 60% Nichols Dam outlet conduit design (initiated September 2020). AECOM has completed these task orders and the Water Division has submitted the results to NMOSE-DSB for review and approval.

On March 23, 2021, the Water Division requested Dam Assessment and Rehabilitation Funding from the NMOSE-DSB in the amount of $422,167 to complete dam safety related design for the Nichols Outlet Conduit Rehabilitation. This funding along with the utilization of NMOSE-DSB's existing on-call engineering contract with AECOM will: (1) Advance the Nichols Dam outlet conduit rehabilitation design from 60% to final design, (2) Initiate and complete the 401/404 permitting process, and (3) Advance the project technical specifications from 60% to final. These documents will be used in the City's Invitation to Bid (ITB) public procurement process to select a construction contractor scheduled to begin in fall/winter 2021. All design documents and technical specifications will be submitted by AECOM to the City and NMOSE-DSB for review and approval.

ACTION REQUESTED

Staff requests approval of the Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for completion of the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of $422,167.

Signature: Brian K. Snyder
Brian K. Snyder (Apr 6, 2021 15:50 MDT)

Email: bksnyder@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
GOVERNMENTAL PROJECT FUNDING AGREEMENT

THIS AGREEMENT is by and between the New Mexico Office of the State Engineer, ("Agency" or "OSE"), and the City of Santa Fe, ("Owner") (collectively, "Parties"). This Agreement shall be effective as of the date it is executed by the Agency. Both parties are agencies or political subdivisions of the State of New Mexico.

RECITALS

Whereas, pursuant to the laws of 2019, Chapter 277, Section 54, Item 2, the Legislature made an appropriation to the Agency of a certain amount of funds to plan, design, construct, rehabilitate, and make improvements to publicly owned dams statewide. From this funding the Agency has allocated $422,167.00 to perform a Final Design of the Nichols Dam Rehabilitation, Santa Fe County. The OSE will contract directly with the Engineer performing the study.

Whereas, the purpose of this agreement is to specify and delineate the responsibilities and duties of the parties hereto, for the implementation of the Final Design of the Nichols Dam Rehabilitation, hereinafter referred to as the "Project";

Whereas, the Agency is charged with regulating the safety of dams in New Mexico including Nichols Dam;

Whereas, the Owner owns, operates, and maintains Nichols Dam for the purpose of municipal water supply for the City of Santa Fe and so needs to be aware of and associated with the Project.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Project Funding.

The Agency will fund the Final Design of the Nichols Dam Rehabilitation contracting directly with the Engineer for an amount not to exceed Four Hundred Twenty-Two Thousand One Hundred Sixty Seven Dollars ($422,167.00).

2. Project Responsibility.

The Project is the Owner's sole responsibility and nothing herein is intended to and shall not be deemed to impose upon the Agency any responsibility or liability for planning, design, construction, or future maintenance of any rehabilitation efforts that may occur as a result of the Project.

In addition, the Owner has the following responsibilities:

A. Allow access to the Project site for the Engineer and subcontractors associated with the Project.
B. Provide a timely response to all inquiries by the Agency or the Engineer.
C. Provide a timely review of all reports, studies, or other documentation associated with the Project, including but not limited to, the design and permitting documentation.
D. Agree to utilize the reports, studies, and other documentation associated with the Project in a timely fashion and in coordination with the Agency.
E. Comply with all requirements of the Agency's rules and regulations including 19.25.12 NMAC.
F. Agree that attorney fees and other administrative costs incurred by the Owner in connection with the Project shall be born solely by the Owner.
G. Obtain all federal, state, and local permits for the Project, if any.

3. Method of Payment.

A. A separate agreement will be entered into between the OSE and AECOM (the Engineer) through the Agency's on-call services contract No. 21902 currently in place. The on-call services agreement will govern payment to the Engineer. The Agency will pay the Engineer directly the agreed upon amount stated in the Task Order for the Project issued to the Engineer.
B. No payments will be made to the Owner for any costs incurred by the Owner in support of, or as a result of, the Project.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE AGENCY. This Agreement shall terminate June 30, 2023, unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations).

5. Termination.

A. The Agency shall have the right to terminate this Agreement upon written notice if, at any time, the Owner has not met the conditions identified in this Agreement. Should such termination occur, the Agency shall have the right to be reimbursed by the Owner for all funds disbursed by the Agency in the performance of this Agreement.
B. 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL

RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS OWNER'S DEFAULT/BREACH OF CONTRACT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Project. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Agency to the Owner. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Owner and shall be final.

7. Assignment.

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

8. Records and Audit.

The Owner shall maintain, for the minimum of five years (5) or the term of the contract, all records and documents relative to the Project. These records shall be subject to inspection by the Agency and the State Auditor.

9. Release.

The Owner's acceptance of the final deliverables accepted for filing with the Agency associated with the Project under this Agreement shall operate as a release of the Agency, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Owner agrees not to purport to bind the Agency unless the Owner has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality.

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or applicable state or federal law or regulations.

11. Product of Service- Copyright.

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

12. Conflict of Interest.

The Owner represents 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 or services required under the Agreement. The Owner certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

13. Amendment.

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

14. Severability.

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

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.

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 Owner agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Owner agrees to assure that no person in the United States shall, on the grounds of race,

religion, color, national origin, ancestry, sex, age or handicap, 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 the Owner is found to not be in compliance with these requirements during the life of this Agreement, the Owner agrees to take appropriate steps to correct these deficiencies.

18. Workers Compensation.

If applicable, the Owner agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Owner fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Applicable Law.

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

20. Notices.

The Owner and the Agency agree that either party shall send all notices, including written decisions, related to this Agreement to the below 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.

Agency: Charles Thompson, P.E.
Dam Safety Bureau Chief
Office of the State Engineer
5550 San Antonio Dr. NE
Albuquerque, NM 87109-4127
Telephone: (505) 383-4134
Fax No.: (505) 383-4132
Email: charles.thompson@state.nm.us

Owner: Mr. Jesse Roach, P.E., PhD
Water Division Director
City of Santa Fe
801 W. San Mateo Road
Santa Fe, NM 87505
Telephone: (505) 955-4309
Email: jdroach@santafenm.gov

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date funds are encumbered by the DFA Financial Control Division.

CITY OF SANTA FE

By: _____ Date: _____
Alan Webber, Mayor

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Apr 6, 2021 15:57 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

OFFICE OF THE STATE ENGINEER

By: _____ Date: _____
John D'Antonio, Jr., P.E., State Engineer

Approved as to Agency budget sufficiency:

By: _____ Date: _____
Jeff Primm, Director
Administrative Services Division

Approved as to legal form and sufficiency

By: _____ Date: _____

_____
OSE Legal Counsel

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202629**

Contractor: **NM Office of the Sate Engineer**

Description: **Joint Funding Agreement**
AECOM Contract
Nichols Dam Outlet Conduit Rehabilitation

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **6/30/23**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Agreement**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **Agreement for Cooperative work with States, counties and municipalities**

Fran Delaney (Apr 20, 2021 14:00 MDT) Apr 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Joint funds agreement with OSE 13-1-98 A.

4. **Funding Source:** **n/a** **Org / Object:** **n/a**

Alexis Lotero (Apr 20, 2021 13:34 MDT) Apr 20, 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: NM Office of the Sate Engineer

Procurement Title: Joint Funding Agreement Between States, counties and municipalities

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☒ *Other GOVERNMENTAL Joint Funding Agreement*

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

Department Requesting PUD Staff Name Brian Snyder

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
	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
x	☐	Cooperative Agreement Governmental Joint Funding Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
	☒	BAR
☐	☒	FIR
x	☐	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:

Brian K. Snyder, Engineering Supervisor Brian K. Snyder (Apr 7, 2021 13:18 MDT) 4/7/21

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

Fran Duraway (Apr 20, 2021 14:00 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.

*

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

j) CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Relating to a Request for Approval of Third Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Budget Analyst: ajhopkins@santafenm.gov, 955-6177)

COMMITTEE REVIEW:
Introduction: 4/28/21
Finance Committee: 5/3/21
Public Works and Utilities Committee: 5/11/21
Governing Body: 5/12/21

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: April 23, 2021

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

VIA: Mary T. McCoy AL
Finance Director AL

FROM: Andy Hopkins
Principal Budget Analyst AJH AJH

ITEM AND ISSUE:

Request for approval of a budget amendment resolution for the quarter ending March 31, 2021 (Third Quarter).

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2020/21 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

A. Amendments to FY 2020/21 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2020/21 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2020/21 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.

D. Summary of All Quarterly Amendments to FY 2020/21 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $8,678,937 and a net increase to the overall revenue budget of $4,010,262. The resulting net expenditure increase of $4,668,675 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

ATTACHMENTS:

Resolution
Resolution Detail by Fund
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

RELATING TO A REQUEST FOR APPROVAL OF THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2020/2021.

WHEREAS, a Third Quarter Review of the Fiscal Year 2020/2021 Budget shows a need to obtain Governing Body review of budget adjustments made to address significant priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Exhibit A), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that authorization to implement the Third Quarter Budget Amendments be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2021/Resolutions/Third Quarter Budget Adjustments FYE21

FIR No. 3324

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Third Quarter Budget Amendments, Fiscal Year 2020/2021

Sponsor(s): Mayor Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 4/23/2021 Phone: 955-6177

Reviewed by City Attorney: _____ Date: Apr 28, 2021

Reviewed by Finance Director: Alexis Lotero Date: Apr 28, 2021

Alexis Lotero (Apr 28, 2021 09:21 MDT)

Summary:

The purpose of the Resolution is to make 3rd Quarter FY 2020/2021 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

The budget would not sufficiently reflect actual revenues and expenditures. Necessary adjustments could not be submitted for NM DFA approval as required by the State.

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

None identified.

Performance and Administrative Implications:

None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/ Professional Services	$ †	$ 0	$ 0				
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

Signature: Andy Hopkins
Andy Hopkins (Apr 28, 2021 10:40 MDT)

Email: ajhopkins@santafenm.gov

CITY OF SANTA FE

3RD QUARTER FY 2020/21

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2020/21 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
330	CIP Streets & Roadways	Appropriation of reimbursement from Louis Berger Group for invoice paid twice in FY20 *[CC apvd. 3/31/21, #10-f]*	$ 67,945	$ -	$ (67,945)
335	CIP Bond Acquisition	Appropriation of available GRT bond premiums for the RECC public safety radio system project *[CC apvd. 3/10/21, #10-f]*	190,471	190,471	-
355	CIP Parks and Trails	Appropriation of NM DOT TAPS Grant to support the Acequia Trail CIP project *[CC apvd. 3/10/21, #11-b]*	256,320	256,320	-
400	Debt Service Fund	Appropriation of available GRT bond premiums for the RECC public safety radio system project *[CC apvd. 3/10/21, #10-f]*	190,471	-	(190,471)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services *[CC apvd. 3/31/21, #10-j]*	271,094	-	(271,094)
505	Water Management	Appropriation from available balance for environmental compliance assistance services *[CC apvd. 3/31/21, #10-h]*	50,000	-	(50,000)
545	Airport	Appropriation of FAA/US DOT grant for the Airport taxiway G project *[CC Apvd. 3/10/21, #10-d]*	2,630,925	2,630,925	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ 3,657,226***	***$ 3,077,716***	***$ (579,510)***
Other Council-Approved Budget Amendments:					
100	General Fund	Appropriation from increased GRT revenue for Affordable Housing Trust Fund housing assistance subsidy payments *[CC apvd. 3/31/21 #10-c]*	$ 1,500,000	$ 1,500,000	$ -
100	General Fund	Appropriation from increased GRT revenue for contracted weed control and medians maintenance *[CC apvd. 3/31/21 #10-d]*	290,000	290,000	-
221	Emergency Services	Appropriation of NM Human Services Department grant to support opiate addiction outreach services *[CC apvd. 12/9/20, #10-a]*	390,000	390,000	-
221	Emergency Services	Appropriation of US DHS Emergency Management Performace Grant *[CC apvd. 1/13/21, #10-e]*	87,580	87,580	-
240	Community Development	Appropriation from increased General Fund GRT revenue and available Affordable Housing Trust Fund balance for housing assistance subsidy payments *[CC apvd. 3/31/21 #10-c]*	1,800,000	1,500,000	(300,000)
240	Community Development	Appropriation from Water/Wastewater Funds to support infrastructure improvements at the Siler Yards property *[CC apvd. 1/27/21, #10-h]*	200,000	200,000	-
256	Youth/Recreation Programs	Adjustments to move funding for 5 youth recreation positions from Youth & Families Division to GCCC *[CC apvd. 3/31/21, #10-i]*	2,000	(10,000)	(12,000)
500	Waste Water Management	Appropriation from Water/Wastewater Funds to support infrastructure improvements at the Siler Yards property *[CC apvd. 1/27/21, #10-h]*	100,000	-	(100,000)
500	Waste Water Management	Appropriation from available balance for crane truck replacement *[CC apvd. 1/27/21, #10-f]*	80,660	-	(80,660)
505	Water Management	Appropriation from available balance for water meter parts/ supplies *[CC apvd. 2/10/21, #10-a]*	205,000	-	(205,000)
505	Water Management	Appropriation of funding from available balance for on-call paving services *[CC apvd. 1/27/21, #10-d]*	184,344	-	(184,344)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
505	Water Management	Appropriation from Water/Wastewater Funds to support infrastructure improvements at the Siler Yards property *[CC apvd. 1/27/21, #10-h]*	100,000	-	(100,000)
510	Environmental Services	Appropriation from available balance for purchase of ESD collection vehicles *[CC apvd. 2/24/21, #10-c]*	945,329	-	(945,329)
511	Utilities Administration	Appropriations from available balance for utility billing system support services *[CC apvd. 1/27/21, #10-g & 3/31/21, #10-k]*	704,845	-	(704,845)
550	Genoveva Chavez Community Ctr	Adjustments to move funding for 5 youth recreation positions from Youth & Families Division to GCCC *[CC apvd. 3/31/21, #10-i]*	318,960	328,960	10,000
Subtotal - Other Council-Approved Budget Amendments			***$ 6,908,718***	***$ 4,286,540***	***$ (2,622,178)***
TOTAL - Budget Amendments Previously Approved by City Council			***$ 10,565,944***	***$ 7,364,256***	***$ (3,201,688)***

CITY OF SANTA FE

3RD QUARTER FY 2020/21

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SUB-SECTION [B]

AMENDMENTS TO FY 2020/21 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Allocation of impact fees for planning of capital improvements	$ 60,000	$ 60,000	$ -
100	General Fund	Appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades and associated services	60,000	60,000	-
100	General Fund	Appropriation of private donation to support the ongoing Circle Drive CIP project	59,301	59,301	-
100	General Fund	Re-appropriation of unspent prior year budget for the ongoing Council dhambers multimedia upgrades project	32,151	-	(32,151)
100	General Fund	Appropriation from increased GRT revenue to fund Recreation Division operational needs for the remainder of the fiscal year	27,649	27,649	-
100	General Fund	Transfer from 1/2% GRT Income Fund to cover contracted CIP project engineering costs	15,000	15,000	-
100	General Fund	Appropriation for cleanup of property in violation of various City ordinances on Agua Fria	7,374	-	(7,374)
211	Franchise Fee Fund	Appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades and associated services	60,000	-	(60,000)
221	Emergency Services	Appropriation of US DHS Hazardous Materials Emergency Preparedness Grant	25,573	25,573	-
222	Fire Environmental Services	Re-budget remaining portion of wildland fire reimbursement grant	50,589	50,589	-
223	Law Enforcement	Budget correction for pass-through Municipal Court fees due to the State Administrative Office of Courts	60,000	-	(60,000)
232	Impact Fees Fund	Allocation of impact fees for planning of capital improvements	60,000	-	(60,000)
251	Library Fund	Appropriation of NM State Library/NEA Big Read Program Grant	15,000	15,000	-
251	Library Fund	Appropriation of NM State Library Grant-in-Aid for purchase of Library materials	12,952	12,952	-
258	Special Recreation Leagues	Appropriation from increased GRT revenue to fund Recreation Division operational needs for the remainder of the fiscal year	16,899	16,899	-
335	CIP Bond Acquisition	Appropriation of available GRT bond premiums to support the ongoing Bicentennial Pool CIP project	60,000	60,000	-
335	CIP Bond Acquisition	Appropriation of private donation to support the ongoing Circle Drive CIP project	59,301	59,301	-
400	Debt Service Fund	Appropriation of available GRT bond premiums to support the ongoing Bicentennial Pool CIP project	60,000	-	(60,000)
505	Water Management	Appropriation for contracted legal services for the Water Division	29,000	-	(29,000)
510	Environmental Services	Appropriation of Paper Bag Fee revenue for social media advertising and reusable bag purchases	23,000	-	(23,000)
525	Midtown Property	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	1,678,258	1,678,258	-
530	Municipal Recreation Complex	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	1,282,827	1,282,827	-
535	Parking	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	1	-	(1)

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
535	Parking	Re-appropriation of unspent prior year budget for the ongoing PARCS parking control system upgrade project	114,920	-	(114,920)
540	Transit Bus System	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	(1)	-	1
560	Enterprise Debt Service	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	(7,738,475)	(7,738,475)	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			***$ (3,868,681)***	***$ (4,315,126)***	***$ (446,445)***

CITY OF SANTA FE

3RD QUARTER FY 2020/21

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2020/21 BUDGET

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of the water booster station 4A/5A chiller unit	$ 64,108	$ 64,108	$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for replacement of the water booster station 4A/5A chiller unit	64,108	-	(64,108)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a horizontal wood grinder	742,978	742,978	-
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for repair of a waste handler dozer	134,946	134,946	-
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for litter fencing/canopy	59,410	-	(59,410)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a loader rake grapple attachment	19,100	19,100	-
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a horizontal wood grinder	742,978	-	(742,978)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for repair of a waste handler dozer	134,946	-	(134,946)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a loader rake grapple attachment	19,100	-	(19,100)
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 1,981,674***	***$ 961,132***	***$ (1,020,542)***

CITY OF SANTA FE

3RD QUARTER FY 2020/21

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2020/21 BUDGET BY FUND

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 2,051,475	$ 2,011,950	$ (39,525)
211	Franchise Fee Fund	60,000	-	(60,000)
221	Emergency Services	503,153	503,153	-
222	Fire Environmental Services	50,589	50,589	-
223	Law Enforcement	60,000	-	(60,000)
232	Impact Fees Fund	60,000	-	(60,000)
240	Community Development	2,000,000	1,700,000	(300,000)
251	Library Fund	27,952	27,952	-
256	Youth/Recreation Programs	2,000	(10,000)	(12,000)
258	Special Recreation Leagues	16,899	16,899	-
330	CIP Streets & Roadways	67,945	-	(67,945)
335	CIP Bond Acquisition	309,772	309,772	-
355	CIP Parks and Trails	256,320	256,320	-
400	Debt Service Fund	250,471	-	(250,471)
500	Waste Water Management	180,660	-	(180,660)
505	Water Management	839,438	-	(839,438)
510	Environmental Services	968,329	-	(968,329)
511	Utilities Administration	704,845	-	(704,845)
525	Midtown Property	1,678,258	1,678,258	-
530	Municipal Recreation Complex	1,282,827	1,282,827	-
535	Parking	114,921	-	(114,921)
540	Transit Bus System	(1)	-	1
545	Airport	2,630,925	2,630,925	-
550	Genoveva Chavez Community Ctr	318,960	328,960	10,000
560	Enterprise Debt Service	(7,738,475)	(7,738,475)	-
800	Buckman Direct Diversion	64,108	64,108	-
801	BDD Repair & Replacement Fund	64,108	-	(64,108)
810	SF Solid Waste Mgmt Agency	956,434	897,024	(59,410)
811	SWMA Equip Replacement Fund	897,024	-	(897,024)
QUARTERLY TOTAL - ALL FUNDS		***$ 8,678,937***	***$ 4,010,262***	***$ (4,668,675)***

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

Request to Publish Notice of Public Hearing on May 12, 2021. Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

COMMITTEE	**REVIEW:**
Governing Body (Introduced):	04/14/21
Quality of Life Committee:	04/21/21
Public Works and Utilities Committee:	04/26/21
Governing Body (Request to Publish):	04/28/21
Finance Committee:	05/3/21
Governing Body (Public Hearing):	05/26/21

FINANCE COMMITTEE ACTION:

Postponed

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
Direction to staff for caption revision

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/26/2021

ISSUE NO. 8s

Request to Publish Notice of Public Hearing on May 12, 2021.
Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers And Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Erin K. Mcsherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:
Introduced: 4/14/21
Quality of Life Committee: 4/21/21
Public Works and Utilities Committee: 4/26/21
Governing Body (request to publish): 4/28/21
Finance Committee: 5/3/21
Governing Body (public hearing): 5/12/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/28/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 04/21/2021
FOR CITY COUNCIL MEETING OF 05/12/2021

ISSUE:

Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Board's Powers And Duties. (Councilor Garcia, Councilor Lindell, Councilor Vigil Coppler) (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review
Quality of Life Committee – 4/21/21
Public Works and Utilities Committee – 4/26/21
Governing Body (request to publish) – 4/28/21
Finance Committee – 5/3/21
Governing Body (public hearing) – 5/12/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body; Public Works and Utilities Committee; Finance Committee

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: April 26, 2021

To: Ethics and Campaign Review Board, Quality of Life, Public Works and Utilities Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin McSherry, City Attorney EM

RE: Reassigning Salary Commission Appointments

EXECUTIVE SUMMARY:

The proposed Bill moves appointing authority for members of the Independent Salary Commission from the mayor to the Ethics and Campaign Review Board.

BACKGROUND:

When the Independent Salary Commission was established in 2016 it assigned the mayor the authority of appointing members to the Independent Salary Commission. Concerns have now been raised about whether the Commission members can be independent if the salary they set is for the position that is responsible for appointing them. The proposed Bill reassigns the appointing authority to the Ethics and Campaign Review Board.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-11

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor Signe I. Lindell

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

REGARDING THE INDEPENDENT SALARY COMMISSION, AMENDING SECTION 6-19.3 SFCC 1987 TO REASSIGN THE AUTHORITY TO APPOINT THE MEMBERS OF THE COMMISSION TO THE ETHICS AND CAMPAIGN REVIEW BOARD AND TO REASSIGN THE AUTHORITY TO APPOINT THE COMMISSION'S CHAIRPERSON TO THE COMMISSION'S MEMBERS; AND AMENDING SECTION 6-16.2 SFCC TO ADD THE DUTY OF APPOINTING THE INDEPENDENT SALARY COMMISSION MEMBERS TO THE ETHICS AND CAMPAIGN REVIEW BOARD'S POWERS AND DUTIES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 16-9.3 of SFCC 1987 (being Ord. No. 2016-43 § 2, as amended) is amended to read:

6-19.3 Membership; terms; vacancies.

A. Membership. The commission shall be comprised of seven (7) members, all of whom must reside within the municipal boundaries of the city of Santa Fe. [~~The mayor shall~~

~~appoint, with the advice and consent of the governing body,~~] The ethics and campaign review board shall appoint the members of the commission. The commission shall consist of one (1) member from each of the following categories:

(1) One (1) shall be a member of the Santa Fe chamber of commerce.

(2) One (1) shall be a representative of a neighborhood association.

(3) One (1) shall be a representative of a community organization.

(4) One (1) shall be a current or retired attorney or judge.

(5) One (1) shall be a representative of the human resources industry, or an employment consultant.

(6) One (1) shall be a current or retired chief executive officer.

(7) One (1) member shall be appointed at-large.

Nominees to the commission shall have the ability to exercise sound and practical judgement in the implementation of their powers and duties as members of the commission.

[~~The mayor shall appoint~~] Members of the commission shall appoint a chairperson [~~prior to the~~] at the first meeting of the commission. The chairperson shall then appoint a vice-chairperson at the first regular meeting.

B. Terms. Members of the commission shall serve four (4) year terms. A member shall serve for no more than two (2) terms. After two (2) consecutive unexcused absences, a commission member shall be automatically removed from the commission, and a new member shall be appointed consistent with the provisions of paragraph A.

C. Vacancies. Vacancies on the commission shall be filled consistent with the provisions of paragraph A.

Section 2. Section 6-16.2 of SFCC 1987 (being Ord. No. 2005-14, as amended) is amended to read:

6-16.2 Powers and duties.

A. The board shall enforce the provisions of the Code of Ethics (Section 1-7 SFCC 1987), the Campaign Code (Section 9-2 SFCC 1987) and the Public Campaign Finance Code (Section 9-3 SFCC 1987) in accordance with the procedures prescribed in this section and such rules as the board may adopt.

B. The board shall establish reasonable rules of practice and procedure which are not in conflict with the provisions of city code or other city rules of practice and procedure, timetables and explanatory materials designed to educate the public, to encourage voluntary compliance and to ensure fair and prompt disposition of alleged violations. All such rules of practice and procedure shall be available to the public in the city clerk's office and on the city's website.

C. The board may give advisory opinions to any person requesting an opinion as to whether his or her own future conduct would violate the Code of Ethics, the Campaign Code or the Public Campaign Finance Code. An advisory opinion rendered by the board shall be binding on the board in any subsequent proceeding on a complaint against the person or entity who requested the opinion and acted in good faith in reliance thereon, unless the person or entity omitted or misstated a material fact in requesting the advisory opinion. Advisory opinions shall be indexed and maintained on file with the city clerk and placed on the city's web site.

D. In the exercise of its responsibilities, the board may audit campaign or other records. After each election campaign the board may contract for professional reviews or audits of campaign finance statements and shall file their results with the city clerk's office.

E. The board shall periodically review and recommend changes to the governing body for improving the Code of Ethics, the Election Code, the Campaign Code, or the Public Campaign Finance Code, particularly following a municipal election.

F. [~~Reserved~~] The board shall appoint the members of the independent salary commission pursuant to Section 6-19.3, SFCC 1987.

G. Reserved.

H. The board shall review and make recommendations to the governing body regarding the governing body procedural rules and other procedural matters including, but not limited to, the city's annual open meetings act compliance resolution.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Reassigning Salary Commission Appointments

FIR No. 3325

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Reassigning Salary Commission Appointments

Sponsor(s): Councilors Garcia, Lindell, and Vigil Coppler

Reviewing Department(s): City Attorney's Office – Legislative Services

Staff Completing FIR: Jesse Guillen Date: 4/26/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Apr 26, 2021

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Apr 27, 2021 17:20 MDT) Date: Apr 27, 2021

Summary:
The Bill would move appointing authority for the Independent Salary Commission's members from the mayor to the Ethics and Campaign Review Board. The change is intended to further separate the Commission from elected officials' involvement. The Bill also amends the Duties and Responsibilities of the Independent Salary Commission to add these new duties.

Departments Affected:
Human Resources, City Clerk

Consequences of Not Enacting Legislation:
The mayor would continue to appoint members of the Independent Salary Commission, subject to the advice and consent of the Governing Body.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Bill relates to Bill No. 2021-8 but does not conflict with the changes proposed in that Bill.

Performance and Administrative Implications:
The Ethics and Campaign Review Board will need to meet to deliberate and select members to appoint to the Commission.

Fiscal Implications:
No direct fiscal impact, but staff will be required to prepare and attend the additional Ethics and Campaign Review Board meetings.

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:

Email: jbguillen@ci.santa-fe.nm.us

10. CONSENT CALENDAR

q. **Request to Publish Notice of Public Hearing on May 12, 2021.**

Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:

Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Governing Body (Request to Publish): 04/28/21
Finance Committee: 05/3/21
Governing Body (Public Hearing): 05/26/21

Name: Stefanie Beninato
Comment - 04/28/2021 07:36 AM: (For)
Better than mayorial appointments Question do individual councilors recommend appointments to the Ethics Board? Are there too many lawyers on that board to give a fair representation of interests across constitutent groups? The Ethics board has its own biases and I am not sure that conservation of city funds is among their interests or that they have the expertise to decide on salary ranges.

City of Santa Fe New Mexico
Memorandum

Date: April 28, 2021

To: Planning Commission, Public Works Committee, and Governing Body

From: Noah Berke, Current Planning Division Manager NLB

RE: Proposed Changes to the Minimum Lot Size for Family Transfer Lot Splits

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EXECUTIVE SUMMARY:

This proposal would decrease the minimum lot size for an inheritance or family transfer subdivision in which one lot is split into two lots in an area of the City where public wastewater and water services are not available. Currently, the minimum lot size for such lot splits is 2.5 acres. If this legislation is adopted, the minimum lot size for such lot splits would be 1.25 acres. The proposal includes several changes to the City's Land Development Code, as set forth in Chapter 14 of Santa Fe City Code (SFCC), including amendments to Subsection 14-3.7(F), notes 15 and 16 of Table 14-7.2-1, and Subsections 14-9.6(A) and (B).

The proposed changes would not apply to inheritance and family transfer subdivisions creating more than two lots. Under the proposal, applicants requesting an inheritance or family transfer lot split would need to provide assurances that appropriate State of New Mexico well and septic permits can be obtained and that the proposed lot split can meet all other Chapter 14 regulations. Staff estimates that these proposed changes could affect roughly 275 lots within the City.

BACKGROUND:

The City has adopted special regulations for inheritance and family transfer subdivisions, which are intended to support "the continuation of traditional patterns of land transfer and division within families and to increase affordable housing within the family group." SFCC § 14-3.7(F).

Constituents who reside within areas that have recently been annexed by the City have submitted numerous requests for lot splits for the purpose of transferring land to family members. The primary issue preventing such lot splits has been the lack of available City wastewater and water, which are currently required to divide land into a lot size of less than 2.5 acres. The proposed changes would allow such lots to be split into two lots with a minimum size of 1.25 acres, if well and septic permits can be obtained and if the lot is created by inheritance or family transfer, in accordance with applicable regulations in SFCC Section 14.3.7(F).

Under SFCC Section 14-3.3, the Planning and Land Use Department is required to review proposed amendments to the text of Chapter 14 to ensure compliance with the following criteria:

1. compliance with law;
2. consistency with the general plan;

3. consistency with other policies adopted by the Governing Body;
4. consistency with the purpose and intent of Chapter 14 and of the section being amended;
5. consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
6. consistency with any approved neighborhood conservation overlay districts.

Staff has reviewed the proposal with regard to these criteria and finds that the proposed text amendments meet the criteria. Therefore, staff recommend that the proposed amendments to Chapter 14 should be adopted.

ACTION REQUESTED:
Staff requests **APPROVAL** of the proposed changes to Subsection 14-3.7(F), notes 15 and 16 of Table 14-7.2-1, and Subsections 14-9.6(B) and14-9.6(A).

ATTACHMENTS:
1. Bill
2. Fiscal Impact Report
3. GIS Map of Potential Affected Properties.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Roman "Tiger" Abeyta

Councilor Signe I. Lindell

Councilor Chris Rivera

AN ORDINANCE

AMENDING SUBSECTION 14-3.7(F), NOTES 15 AND 16 OF TABLE 14-7.2-1, AND SUBSECTION 14-9.6(B) TO ALLOW THE MINIMUM LOT SIZE TO BE 1.25 ACRES FOR A LOT CREATED THROUGH AN INHERITANCE OR FAMILY TRANSFER SUBDIVISION AND THAT RESULTS IN ONLY ONE ADDITIONAL LOT; AMENDING SUBSECTION 14-7.2(B) TO REQUIRE ROUNDING DOWN OF THE CALCULATION OF MAXIMUM NUMBER OF DWELLING UNITS FOR A FAMILY TRANSFER SUBDIVISON WHERE NEITHER PUBLIC SEWER NOR PUBLIC WATER ARE AVAILABLE; AND AMENDING SUBSECTION 14-9.6(A) TO REQUIRE PROOF OF ADEQUATE SEPTIC AND WELL ASSURANCES PRIOR TO THE APPROVAL OF AN INHERITANCE OR FAMILY TRANSFER SUBDIVISION THAT LACKS PUBLIC SEWER AND WATER.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Subsection 14-3.7(F) of the Land Development Code (being Ord. No. 2011-37 § 3, as amended) is hereby amended to read:

underscored material = new [~~bracketed material~~] = delete

(F) **Inheritance and Family Transfer Subdivisions**

(1) Purpose

It is the purpose of this section to support the continuation of traditional patterns of land transfer and division within families and to increase affordable housing within the *family* group. This section is intended to assist in the transfer of *property* from parents to children or grandchildren with only those restrictions that are essential to the health, safety and welfare of the citizens of Santa Fe. There is no intention to promote the resale of such *properties* outside the *family* or to create favorable opportunities for developers. Standards for inheritance and *family* transfer subdivisions have been written to reflect traditional *development*.

(2) Applicability

(a) A subdivision is created by inheritance if it is created by a will or order of court in probate proceedings for the purpose of transmitting *property* to heirs, but not for the purpose of sale or lease and not creating more than one *lot* per *family* member or violating the provisions of this section.

(b) A subdivision is created by *family* transfer if it is created by a father or mother for the purpose of transferring a *lot* or *lots* to his or her children, natural or adopted, or grandchildren, or it is created by a person who has performed the function of father, mother, grandfather or grandmother for the purpose of transferring a *lot* to a person for whom such person has performed that function; provided that the person proposing to create the subdivision and transfer the *lot* or *lots* files appropriate documentation of conveyance along with an affidavit with the *county* clerk containing the following:

(i) a legal description of the *property* being transferred; and

(ii) a statement that the transferor has not made any other transfers of any other *lots* to the person receiving it that would require the filing of an affidavit pursuant to this section.

(3) Restrictions and Requirements

(a) Inheritance and *family* transfer subdivisions are allowed only in *residential* districts.

(b) Any one person may receive only one *lot* total by *family* transfer.

(c) No sale or lease of any *lot* designated on a subdivision *plat* creating an inheritance or *family* transfer subdivision shall occur within three years of the date of the transfer.

(d) The *plat* shall show the name of each *family* member to whom a *lot* is being transferred. Before the final subdivision *plat* is filed, a copy of the instrument of transfer to the transferee or his authorized representative must be provided to the *city*. A construction *permit* shall not be issued to a *person* other than the transferee or his authorized representative until the required time period is completed.

(e) If the *property* is transferred to a different *family* member acceptable under this section within three years, the *plat* and affidavit must be amended to reflect the different transferee.

(f) If an *owner* of a *lot* that was part of an inheritance or *family* transfer subdivision applies for a subdivision, *residential development* or PUD or other rezoning, then all the provisions of Chapter 14 shall apply with no special provision for the prior *family* transfer subdivision.

(4) Procedures

Applications for inheritance or *family* transfer subdivisions creating two or more additional *lots* shall be submitted to the planning commission. Only final *plat* procedures as set forth in Subsection (B) of this section are required. *Applications* creating one additional *lot* shall follow summary committee procedures as set forth in Section 14-2.3(E). In all cases, proof of

a *legal lot of record* is required as part of the submission requirement.

(5) Plats and Data

(a) An *application* for approval of an inheritance or *family* transfer subdivision final *plat* shall be filed with the *land use director* and shall consist of maps that show the proposed *development* layout and the related information and drawings specified by the *land use director*.

(b) Every final *plat* for an inheritance or *family* transfer subdivision shall contain the following legend prominently portrayed:

"NOTICE: This subdivision has been approved pursuant to the inheritance and *family* transfer provisions of the Santa Fe City Code. Procedures for inheritance and *family* transfer subdivision improvements are significantly different than for other types of subdivisions. No sale or lease of any *lot* designated on this subdivision *plat* shall occur within three years of the date this transfer is legally made. Any person intending to purchase a *lot* within this subdivision should contact the *city* of Santa Fe *land use director*. Requests for construction *permits* on illegally sold *lots* shall be denied."

(6) Development Standards and Required Improvements

Proof of compliance with the following standards is required for the approval of an inheritance or *family* transfer subdivision:

(a) Terrain Management Regulation

Compliance with terrain management regulation submissions as set forth in Section 14-8.2 is required.

(b) Design Standards

Subdivision design standards as set forth in Section 14-9.2 apply.

(c) Required Improvements

Inheritance and *family* transfer subdivisions shall comply with the

required improvements set forth in Section 14-9.2.

(d) Density and District Regulations

Except as otherwise specifically provided in the Land Development Code, [~~I~~]inheritance and *family* transfer subdivisions are required to meet the standards for use, *density*, *building* placement, height, *open space*, parking and other items set forth in the district regulations.

Section 2. The Notes of Table 14-7.2-1 of the Land Development Code (being Ord. No. 2013-16, § 37, as amended) is amended to read:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Table 14-7.2-1: Table of Dimensional Standards for Residential Districts

NOTES:
1. Provisions of overlay districts, including historic, escarpment or neighborhood districts may override standards in this table. Refer to Article 14-5 Overlay Zoning Districts and zoning map.
2. See Section 14-7.2(B) Calculation of Allowable Dwelling Units, number of *lots* created and number of *dwelling units* constructed cannot exceed allowed *density*.
3. See also Section 14-7.2(C) Lot Size Averaging in Single-Family Subdivisions.
4. See Section 14-7.1(F)(4) Street Setback for Garage or Carport: A *garage* or carport with a vehicle entrance facing the *street* must be set back 20 feet from the *street property* line as shown in Illustration 14-7.1-3.
5. *side* and *rear required yards*, including the requirements in Note 6 of this Table 14-7.2-1, may be reduced with the concurrence of adjoining *property owners* as shown on a recorded agreement, *plat* or other recorded declaration signed by the adjoining *property owners* in a form approved by the *land use director*, and in compliance with the Building Code as set forth in Article 7-1 SFCC 1987 Building Codes; General Provisions. The *yard* reduction must be offset by provision of a corresponding increase in the *yard* provided on the adjoining *lot*.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. Within ten (10) feet of a side or rear *property* line, no point on a *structure* shall be higher than fourteen (14) feet above the finished *grade* at the closest point on the perimeter of the *structure* . Within fifteen (15) feet of a side or rear *property* line, no point on a *structure* shall be higher than twenty-four (24) feet above the finished *grade* at the closest point on the perimeter of the *structure*. (Ord. No. 2013-16 § 40)
7. See also Section 14-8.4(J)(3) Buffer for Nonresidential Development Abutting Residential.
8. See also Section 14-7.1(B) for calculation of maximum height limits.
9. See Section 14-7.5 for *qualifying open space* regulations.
10. See Section 14-7.5 (D) for amount of *open space* required for *non-residential* uses.
11. See Subsection 14-7.1(B)(1) for calculation of net *lot* area.
12. *Street yard* requirements apply to *lot access driveways*.
13. The *required rear yard* is 5 feet for the types of *accessory structures* specified in Subsection 14-6.3(B)(2) that are 14 feet or less in height and that are separated from *principal structures* on the same *lot* by at least 10 feet.
14. Except as otherwise provided in this chapter, the height limit and other *development* standards for *accessory structures* are the same as for the associated *principal structures* . Additional *development* standards for specified *accessory* uses are found in Subsections 14-6.3(B)(2) and 14-6.3(D).

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

15. The maximum *gross density* in districts that permit *residential* use is 0.4 *dwelling units* per acre if neither public sewer or water is provided, [~~and~~] one *dwelling unit* per acre if either public sewer or water is provided, and 0.8 *dwelling units* per acre if the *lot* was created through an inheritance or *family* transfer *subdivision* that resulted in only one additional *lot*.
16. The minimum required net *lot* area for *single-family dwellings* is 2.5 acres if neither public sewer [~~or~~] nor water is provided, and [~~is~~] 1 acre if either public sewer or water is provided, except for a *lot* that was created through an inheritance or *family* transfer *subdivision* that created only one additional *lot*, which may have a minimum net *lot* area of 1.25 acres if the *lot* conforms to all requirements and restrictions for such subdivisions and obtains well and septic assurances from the State of New Mexico.

Section 4. Subsection 14-7.2(B) of the Land Development Code (being Ord. No. 2013-16, § 37, as amended) is amended to read:

(B) **Calculation of Allowable Dwelling Units**

Prior to any *development* approval, the maximum allowable number of *dwelling units* shall be calculated for the site as a whole as follows:

(1) determine the total number of acres in the site to two decimal places, as certified by a *professional land surveyor* or *professional engineer* ; and

(2) determine the total *flood way* acres in the site to two decimal places, as certified by a *professional land surveyor* or *professional engineer* ; and

(3) subtract the sum of the *flood way* acres calculated in Subsection 14-7.2(B)(2) from the total number of acres of the site calculated in Subsection 14-7.2(B)(1);

(4) multiply the remaining acres by the applicable *gross density* factor of the

district as shown in Table 14-7.2-1;

(5) for a *parcel*, any portion of which lies in the area labeled as *mountainous and difficult terrain* on Exhibit "I" following Chapter 14 and where twenty-five percent or more of the *parcel* has a natural *slope* greater than twenty percent, multiply the result calculated in Subsection 14-7.2(B)(4) by 0.75;

(6) if the result is other than a whole number, the number shall be rounded down to the nearest whole number except as set forth in Subsections 14-7.2(B)(7) or (8). This is the allowable number of *dwelling units* for the site;

(7) if the calculation is for a *family* transfer subdivision as set forth in Subsection 14-3.7(F)(2)(b) and the result in Subsection 14-7.2(B)(6) is other than a whole number, the number may be rounded up if it is five-tenths or more except that the number will be rounded down if neither public sewer nor water is provided;

(8) if the result in Subsection 14-7.2(B)(6) is other than a whole number, the number may be rounded up if it is five-tenths or more; provided that the additional unit resulting from the rounding up meets the requirements of *Santa Fe Homes Program (SFHP)* set forth in Section 26-1 SFCC 1987 (Santa Fe Homes Program) or is a low-priced *dwelling unit* meeting the requirements set forth in Section 26-2.3 SFCC 1987 (Requirements for Low-Priced Dwelling Units);

(9) *SFHP development* incentives pursuant to Section 14-8.11(G) may increase the maximum number of *dwelling units* allowed on any site; however, if a *development* plan has been approved, in no case shall more *dwelling units* be constructed than described on the approved *development* plan.

(10) The minimum net *lot* area requirement for *single-family dwellings* shall be as established in Subsection 14-7.1(B)(1), Table 14-7.2-1 and Subsection 14-7.2(C); however, the number of *dwelling units* , and the number of *lots* occupied by *single-family dwellings* in

a *residential* subdivision shall not exceed the number provided by this Subsection 14-7.2(B).

(11) The allowable number of *dwelling units* shall not be exceeded for the site as a whole, regardless of subdivisions or *lot* splits. In the event of subdivision, including *lot* split, the allowed number of *dwelling units* shall be allocated among all resulting *parcels* so that no *parcel* exceeds the allowable number of units for that *parcel* calculated separately and the total number of units on all *parcels* shall not exceed that of the original site as a whole. A note shall be placed on the *plat* or *development* plan prior to recording the first and each subsequent subdivision or *lot* split that prohibits a further increase in the number of *dwelling units* for each portion of the site unless approved by the *governing body* as a rezoning action or other action authorized by Chapter 14.

Section 4. Section 14-9.6 of the Land Development Code (being Ord. No. 2011-37 § 12) is hereby amended to read:

14-9.6 STANDARDS FOR INHERITANCE OR FAMILY TRANSFER SUBDIVISIONS

(A) **Installation of Improvements**

Any improvements required to be constructed on inheritance or *family* transfer subdivisions are only required to be completed at the time a construction *permit* is issued on any *lot* contained in the subdivision, and not at the time of *plat* approval or recordation. A financial guarantee is not required at the time of *plat* recordation. If an inheritance or family transfer *subdivision* will result in the creation of only one additional *lot* and will not have public sewer or water available, the *applicant* will be required to provide proof of appropriate well and septic assurances from the State of New Mexico prior to approval of the *subdivision*.

(B) **Density and District Regulations**

Except as otherwise specifically provided in the Land Development Code, [~~I~~]inheritance and *family* transfer subdivisions are required to meet the standards for use, *density*, *building* placement, height, *open space*, parking and other items set forth in the

district regulations. *Densities* for newly annexed areas must conform to the *density* range provisions set forth in the *general plan*.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Family Transfer Minimum Lot Size

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Family Transfer Minimum Lot Size

Sponsor(s): Councilor Abeyta and Councilor Lindell

Reviewing Department(s): Planning and Land Use Department

Staff Completing FIR: Noah Berke Date: 3/28/21 Phone: 955-6647

Reviewed by City Attorney: _____ Date: Apr 28, 2021

Reviewed by Finance Director: Alexis Lotero Date: Apr 28, 2021

Alexis Lotero (Apr 28, 2021 09:23 MDT)

Summary:
This Bill will decrease the minimum lot size of a family lot transfer, when it involves a split of 1 lot into 2 lots. The minimum lot size without City water and sewer will decrease from 2.5 acres to 1.25 acres when the lot split is for a family member.

Departments Affected:
Planning and Land Use Department

Consequences of Not Enacting Legislation:
The minimum lot size for a family lot transfer will remain 2.5 acres if the Bill is not adopted. An estimated 275 lots throughout the City would be implicated by the adoption of this Bill.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Adoption of the Bill will provide staff new criteria to apply for lot splits of 2.5 acres or more that do not have access to both City water and wastewater, granted it satisfies all other criteria for subdivisions.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE _	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

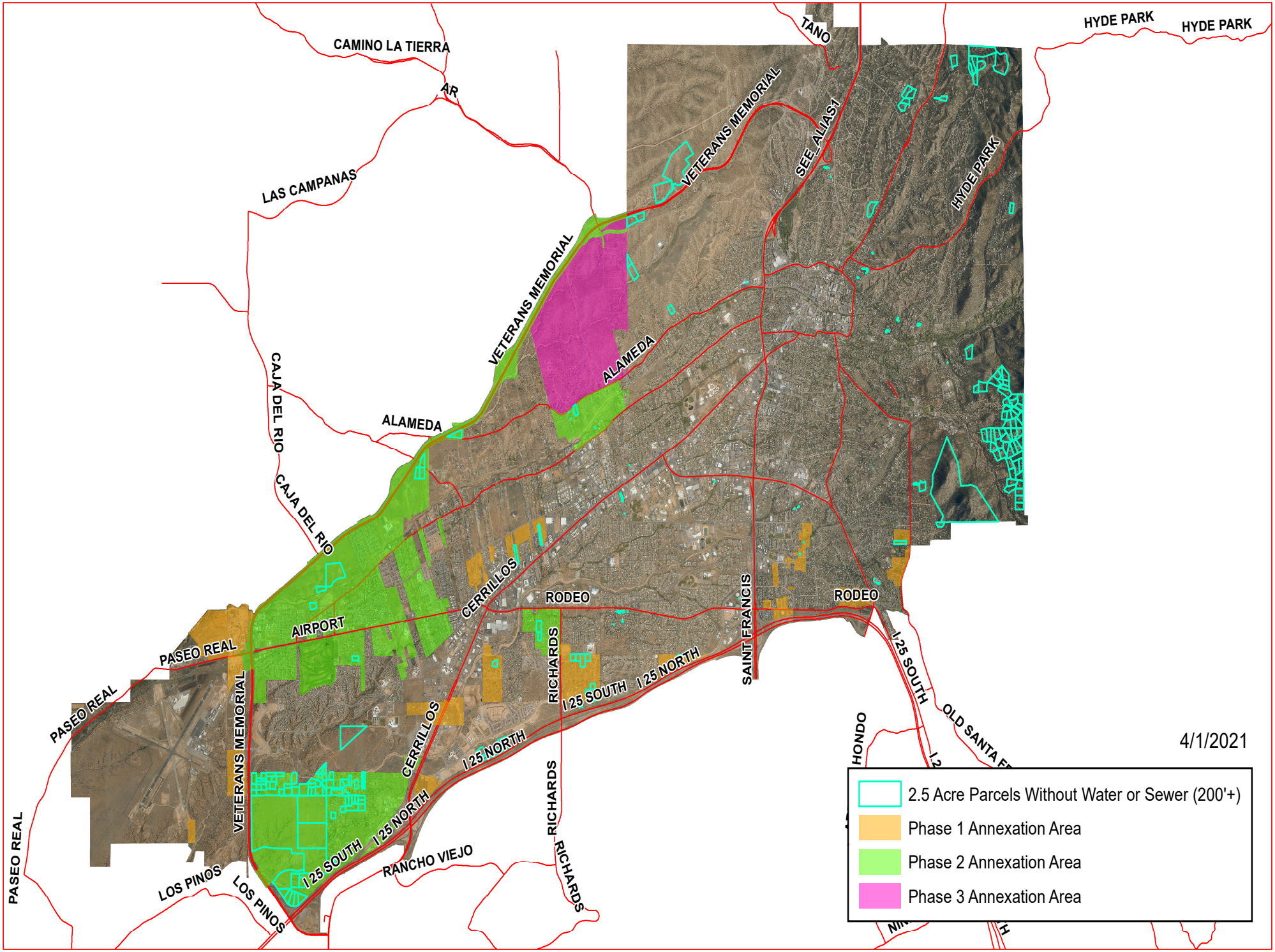
* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:


CAMINO LA TIERRA
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LAS CAMPANAS
TANO
HYDE PARK
HYDE PARK
VETERANS MEMORIAL
SEE_ALIAS1
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VETERANS MEMORIAL
ALAMEDA
ALAMEDA
CAJA DEL RIO
CAJA DEL RIO
CERRILLOS
RODEO
RODEO
AIRPORT
PASEO REAL
PASEO REAL
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VETERANS MEMORIAL
RICHARDS
I 25 SOUTH
I 25 NORTH
SAINT FRANCIS
I 25 SOUTH
OLD SANTA FE
HONDO
CERRILLOS
I 25 NORTH
I 25 NORTH
I 25 SOUTH
RICHARDS
RICHARDS
RANCHO VIEJO
LOS PINOS
LOS PINOS
PASEO REAL
4/1/2021
2.5 Acre Parcels Without Water or Sewer (200'+)
Phase 1 Annexation Area
Phase 2 Annexation Area
Phase 3 Annexation Area

City of Santa Fe New Mexico
Memorandum

Date: April 29, 2021

To: Quality of Life Committee, Finance Committee, Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin McSherry, City Attorney EM

RE: COVID Reporting Frequency Modification

EXECUTIVE SUMMARY:

The proposed Resolution amends Resolution No. 2021-51 to change the requirement for written reports on the COVID response from every regular Governing Body meeting to every other regular Governing Body meeting.

BACKGROUND:

On December 16, 2020 the Governing Body adopted Resolution No. 2021-51 that directed the City Manager to provide written updates and presentations on the COVID response at every regular Governing Body meeting. The average number of positive cases and the positivity rate has decreased significantly since the Resolution has adopted, presenting the opportunity to reduce staff workload by requiring the written reports be produced every other regular Governing Body meting so long as Santa Fe County remains in the Green or Turquoise level in the State's Red to Green framework.

A press release issued by the Governor's Office on Wednesday, May 28th stated that "when 60% of New Mexicans are fully vaccinated, which state modeling projects may occur as early as the end of June, the state will graduate out of the color-coded county risk system and remove most pandemic-related restrictions on commercial activities." The provisions of Resolution 2020-51 expire on June 30, 2021, at which point the Governing Body may choose to implement a new reporting Resolution that addresses the COVID situation at that time.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

Councilor Chris Rivera

A RESOLUTION

MODIFYING THE FREQUENCY WITH WHICH THE CITY MANAGER PROVIDES WRITTEN UPDATES TO EVERY OTHER REGULAR GOVERNING BODY MEETING WITH INFORMATION REGARDING THE COVID-19 RESPONSE FROM THE POLICE DEPARTMENT, FIRE DEPARTMENT, HUMAN RESOURCES DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AND SAFETY WHEN SANTA FE COUNTY IS IN THE "GREEN" OR "TURQUOISE" LEVEL.

WHEREAS, Resolution 2020-51 directed the City Manager provide to provide updates to the Governing Body at every regularly scheduled Governing Body meeting, until June 30, 2021, including a written report; and

WHEREAS, the City Manager and Staff endeavor to keep the Governing Body apprised of new information regarding the City's COVID response and new developments as they occur; and

WHEREAS, monthly written reports and presentations provide sufficient formalized reporting to the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, when Santa Fe County is designated as being in the "Green" or "Turquoise" level as set forth by the New Mexico Department of Health Red to Green Framework, or equivalent classification, the frequency of the written reports directed to be provided by the City Manager in Resolution 2020-51 shall be decreased to once per month, rather than during every regular Governing Body meeting. The City Manager shall continue to provide verbal presentations to the Governing Body at every regular Governing Body meeting.

BE IT FURTHER RESOLVED that, if Santa Fe County returns to the "Red" or "Yellow" level as set forth by the New Mexico Department of Health Red to Green Framework, or equivalent classification, the City Manager shall submit written reports and verbal presentations at every regular Governing Body meeting.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTIN MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/COVID Reporting Frequency Modification

FIR No. 3326

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): COVID Reporting Frequency Modification

Sponsor(s): Councilor Cassutt-Sanchez

Reviewing Department(s): City Attorney's Office – Legislative Services

Staff Completing FIR: Jesse Guillen Date: 4/26/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Apr 29, 2021

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Apr 30, 2021 15:44 MDT) Date: Apr 30, 2021

Summary:
The proposed Resolution would tie the frequency of written updates on the City's COVID response to the NM Department of Health's Red to Green framework. Under the current Resolution, Resolution No. 2020-51, written updates and presentations are required at every regular Governing Body meeting. The average number of reported new cases of COVID have declined significantly since the original Resolution was adopted, and the City is under the least restrictive regulations established by the State. The proposed changes would require written updates every other Governing Body meeting when Santa Fe County is in the Green or Turquoise level but would revert to every Governing Body meeting if the County experienced rising positive cases and/or an increased positivity rate resulting in the County reverting to the Red or Yellow level.

Departments Affected:
Police, Fire, Human Resources, Emergency Management and Safety, City Manager.

Consequences of Not Enacting Legislation:
The frequency of the written reports will continue at every regular Governing Body meeting.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
If the State changes the Red to Green framework or moves to a new reopening framework, the provisions of this Resolution will need to be revisited. A press release issued on Wednesday, April 28th stated that once 60% of New Mexicans are fully vaccinated, the State will move out of the existing framework and most restrictions on commercial activities will be removed. State modeling estimates this threshold to be reached as early as the end of June, the same time period for when Resolution No. 2020-51 expires.

Performance and Administrative Implications:
The legislation will reduce the time required of staff to prepare the written reports as long as Santa Fe County remains in the Green or Turquoise level.

Fiscal Implications:
None identified.

Fiscal Impact

___X___ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: jbguillen@ci.santa-fe.nm.us

City of Santa Fe, New Mexico
Memorandum

DATE: **May 6, 2021**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Rich Brown, Community Development Director *Richard Brown*

FROM: **Randy Randall, Tourism Director** *Randy Randall*

ITEM AND ISSUE:

Request for Ratification of a Grant Agreement with the New Mexico Tourism Department (NMTD)for $300,000 for assisting with business generation in Santa Fe, pursuant to SFCC 1987, Section 2-4.6(B).

2-4.6 – Powers and Duties of the City Manager

The city manager shall:

B. Have the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.

BACKGROUND AND SUMMARY:

NMTD offered a relief package to Tourism Santa Fe to aid with the efforts of reactivating the use of the Community Convention Center. The funds can be spent to offset costs related to completion of the Global Biorisk Advisory Council (GBAC) STAR Facility Accreditation, sanitation technology upgrades and supplies necessary due to COVID, Group advertising, promotion and lead generation activities, tradeshow attendance and other business interruption expenses resulting from COVID. In order to receive these funds, a contract commitment had to be given to NMTD by May 6, 2020 not allowing time for this to flow to the Governing Body in advance of the receipt of the funds. The funds will be spent for the benefit of the Community Convention Center in FY21 and FY22.

PROCUREMENT METHOD:
Grant. Project Ledger: NMDT.

CONTRACT NUMBER:
The FY20 Munis contract number is #3202693.

FUNDING SOURCE:
NMTD Grant: 212020/Other Deferred Revenue. NMDT Grants/490300.

The funding source is:
Fund Name/Number: SFCC/520
Munis Org Name/Number: CCC Ops/5206600
Munis Object Name/Number: Advertising/561850 - $200,000
Registration/560700 - $50,000
Out of State Travel/560500 - $10,000
Other Consulting/$30,000
Operating Supplies/$10,000
TOTAL: $300,000

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

NMTD Grant memo for GB ratification 050721

Final Audit Report 2021-05-07

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STATE OF NEW MEXICO
TOURISM DEPARTMENT
At-Risk Convention Center Relief Program
Grant Agreement

THIS AGREEMENT is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the "NMTD," and **City of Santa Fe**, hereinafter referred to as the "Grantee" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities and serving as a comprehensive source of information and assistance to tourism-related businesses wishing to locate, expand or do business in New Mexico; and

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative tourism development programs with certain non-profit associations, local and tribal governments; and

WHEREAS, the COVID-19 pandemic has dramatically altered the tourism economy in New Mexico;

WHEREAS, NMTD has developed the At-Risk Convention Center Relief Program ("Program") as a temporary grant program created to provide grants for convention centers in need of economic relief as a result of being adversely affected by the COVID-19 pandemic; and

WHEREAS, qualifying convention centers must meet the following requirements:

- Is an indoor multipurpose, publicly owned convention center with a capacity for 1,500 people or more, that is not part of a hotel, university, or retail mall, and is not primarily a music venue, performing arts center, museum or theater;
- Is used primarily (i.e., not as a secondary purpose) as a facility to host large meetings, tradeshows or conventions;
- Has experienced a decline in overall operational revenue between 2019 and 2020 of thirty percent (30%) or more measured by operational revenue in the second and third quarters of each year;
- Is located in a destination that has realized a decline in overall lodgers' tax revenue between 2019 and 2020 of thirty percent (30%) or more;
- Has been directly impacted by Governor's Executive Order No. 2020-004 and is not exempt from that order;
- Has a physical location in the State of New Mexico;
- Has no current tax liens on record with the New Mexico Secretary of State as of the time of application.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of assisting the tourism economy of New Mexico to recover, and in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Grantee.

A. Ensure completion of the Scope of Work, as approved by NMTD and attached hereto as *Exhibit A*.

B. Provide NMTD with a Preliminary Plan for Use of Funds to include the projected expenses as they relate to the eligible use categories provided in the Agreement, as well as descriptions of each expense.

C. By entering into this grant agreement, Grantee certifies, represents and warrants that all of the following are true and correct as of its date of signature and will remain true at all times during the term of this Agreement. The Grantee agrees that it:

1. Is an indoor multipurpose, publicly owned convention center with a capacity for 1,500 people or more, that is not part of a hotel, university, or retail mall, and is not primarily a music venue, performing arts center, museum or theater;
2. Is used primarily (i.e., not as a secondary purpose) as a facility to host large meetings, tradeshows or conventions;
3. Has experienced a decline in overall operational revenue between 2019 and 2020 of thirty percent (30%) or more measured by operational revenue in the second and third quarters of each year;
4. Is located in a destination that has realized a decline in overall lodgers' tax revenue between 2019 and 2020 of thirty percent (30%) or more;
5. Has been directly impacted by Governor's Executive Order No. 2020-004 and is not exempt from that order;
6. Has a physical location in the State of New Mexico; and
7. Has no current tax liens on record with the New Mexico Secretary of State as of the time of application.

II. Obligations of NMTD.

A. Provide collaborative assistance for the program, as outlined in *Exhibit A*, for a total grant award of **Three-Hundred Thousand dollars ($300,000)** in FY21.

B. Provide guidance and assistance to Grantee on quarterly basis.

III. Additional Terms & Conditions:

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Grantee. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final.

B. This Agreement shall become effective upon its execution by both Parties and shall terminate upon completion of the program. Either party may terminate or seek to further negotiate this Agreement upon written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or

failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.

D. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

E. This Agreement is governed by the laws of the State of New Mexico.

F. It is expressly understood and agreed that the Grant Funds provided will be used exclusively for Permitted Uses, as described in *Exhibit A*. Failure to adhere to these uses as required may result in the clawback of Grant Funds.

G. It is expressly understood and agreed that the Grantee shall reopen as allowed and resume convention sales efforts and other operations as demand allows. Failure to adhere to reopening may result in the clawback of Grant Funds.

H. It is expressly understood and agreed that the Grantee shall not pay off any debt service-related expenses with these Grant Funds. Failure to adhere may result in the clawback of Grant Funds.

I. All information that has been submitted or will be submitted by the Grantee as part of the Program Application and verification process is true and correct.

J. Grantee acknowledges that the Grant Funds may be subject to federal and state taxes.

K. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

L. 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 electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Lancing Adams, Tourism Development Director
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-629-9648 | lancing.adams@state.nm.us

To Grantee: City of Santa Fe
PO BOX 909 | Santa Fe, NM 87504-0909

M. The individual signing below on behalf of the Grantee represents and warrants that he or she has the authority to bind the Grantee, and that no further action, resolution or approval from the Grantee is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

For GRANTEE:

By: Kristen Mihelcic _____ Date: _____
Christine Bustos-Mihelcic, City Clerk

By: Alexis Lotero, Acting Finance Director _____ Date: _____
Alexis Lotero, Acting Finance Director (May 6, 2021 14:23 MDT)
Mary McCoy, Finance Director

City Attorney's Office:

By: Marcos Martinez _____ Date: May 6, 2021
Marcos Martinez (May 6, 2021 12:57 MDT)
Senior Assistant City Attorney

By: Jarel LaPan Hill _____ Date: _____
Jarel LaPan Hill (May 6, 2021 14:57 MDT)
Jarel LaPan Hill
City of Santa Fe, Grantee

For NMTD:

By: _____ Date: _____
Becky C. Lopez, NMTD ASD Director

Approved for legal sufficiency:

By: _____ Date: _____
Allison P. Martinez, NMTD General Counsel

By: _____ Date: _____
Jen Paul Schroer, NMTD Cabinet Secretary

The records of the Taxation and Revenue Department reflect that the Grantee is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: 01-710510-00-2

By: _____ Date: _____
Taxation and Revenue Department

EXHIBIT A

1. **Grantee shall utilize grant funds for the following Permitted Uses:**
   - Successful completion of the Global Biorisk Advisory Council (GBAC) STAR Facility Accreditation
   - Sanitation technology upgrades and supplies necessary due to COVID
   - Group opportunity advertising, promotion, and lead generation activities
   - Tradeshow attendance to restart sales pipeline
   - Other business interruption expenses resulting from the COVID-19 pandemic.

2. **Grantee shall provide the following records to NMTD:**
   - Quarterly report of business contracts for group business that includes group hotel night estimates per group, estimate food/beverage, quarterly priorities and goals due in July 2021, October 2021, January 2022, and April 2022.
   - Quarterly attestation that facilities will be both operational and rentable beginning no later than January 2022.
   - Quarterly report of sales activities and tactics executed by grant awardee and DMO partners toward the prospecting of future business, pursuant to this agreement
   - Rolling report of 12 month contracted meetings/conventions/groups with approximate economic impact

3. **Upon request, Grantee shall provide facilities at no room-rental cost* for a public, two-day event for vaccine distribution by the New Mexico Department of Health (DOH) to be held no later than June 30, 2021, subject to availability.** *Food/Beverage and equipment/furniture costs to be paid by DOH.

EXHIBIT B

Use of Funds Grant Report

Grantee:

Contact Person:

E-mail Address:

Phone:

Report Date:

Grant Award Date:

Grant Number:

Records to be provided by Grantee to the New Mexico Tourism Department (NMTD):

1. Quarterly report of business contracts for group business that includes group hotel night estimates per group, estimate food/beverage, quarterly priorities and goals due in July 2021, October 2021, January 2022, and April 2022. (Refer to "Budget Table" tab of Exhibit C "At Risk Grant Agreement Worksheet")

2. Quarterly report of sales activities (e.g., lead generation, prospecting activity, etc.) and tactics executed by grant awardee and DMO partners toward the prospecting of future business, pursuant to this agreement. (Refer to "Sales Activities" tab of Exhibit C "At Risk Grant Agreement Worksheet")

3. Rolling report of 12 month contracted meetings/conventions/groups with approximate economic impact. (Refer to "Economic Impact" tab of Exhibit C "At Risk Grant Agreement Worksheet")

4. Quarterly attestation that facilities will be both operational and rentable beginning no later than January 2022, signed, and witnessed by Notary. (Refer to Exhibit D "Attestation")

EXHIBIT C

At Risk Grant Agreement Worksheet

EXHIBIT D

Attestation

By signing below, I acknowledge and affirm that the following statement is true and correct to the best of my knowledge and belief:

The Santa Fe Convention Center will be operational and rentable no later than January 2022.

_____ _____

Authorized Signature Date

_____

(printed name of authorized signatory)

STATE OF NEW MEXICO

COUNTY OF _____

The foregoing document was affirmed before me this _____ day of _____, 20____, by the above-named individual, who appeared before me in person, is personally known to me, or identified by me through satisfactory evidence, and who made a vow of truthfulness or fidelity on penalty of perjury.

_____ Seal:

Signature of Notary Public

My Commission Expires: _____

NMDT Grant Agreement for CM 050621

Final Audit Report 2021-05-06

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202693**

Contractor: **NMTD**

Description: **NMTD Grant for $300,000 for Tourism to assist with increasing business in SF**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **approx. 5/26/21** Term End Date: **6/30/22**

☐ Approved by Council Date: _____

Contract / Lease: **NMTD Grant for Tourism in the amount of $300,000 for FY21 & FY22**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dunaway, CPO

Purchasing Officer Review: Date: _____

Comment & Exceptions: _____

4. **Funding Source:** **TSF/VSF/Grants & Services** **Org /** 5206600/see memo

Andy Hopkins

Budget Officer Approval: Date: 5/7/2021

Comment & Exceptions: _____

Staff Contact who completed this form: **Antoinette Armijo-Rougemont** Phone # **x6210**

Email: **amarmijo@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature:

Email: fadunaway@ci.santa-fe.nm.us

MIDTOWN SANTA FE

MAY 12, 2021

CITY COUNCIL PRESENTATION

MIDTOWN SANTA FE

Public information Presentation

EXISTING BUILDINGS

Public Goals & Setting Priorities

- The rehabilitation and reuse of buildings identified to be of specific **Civic Value**, the use of which will achieve public purpose goals articulated in the Midtown Planning Guidelines.

- Identify and preserve buildings with specific **Development Value** that will be prioritized for integration into the redevelopment process, including the potential use of certain buildings as initial projects to be undertaken during the Development Planning phase.

- Identify **Experienced Partners** to rehabilitate and operate specific buildings identified as initial projects once the regulatory zoning and master plan approvals have been obtained.

Evaluation Criteria

- Civic Value – historic structure or community resource
- Return on Investment (ROI) – cost of rehabilitation and preservation
- Quality of Construction
- Environmental Mitigation Cost – i.e. environmental remediation
- Building Systems Costs – cost of building mechanical, electrical, plumbing, structural (MEPS) system improvements
- Code Requirement Costs
- Adaptability for Reuse

Buildings Categories

- Buildings to be Preserved – permanent reuse
- Demolition Phase I – no reuse value
- Demolition Phase II – temporary reuse (1-5 years)
  **Pending further investigation and assessment.*

Cerrillos Road
Saint Michael's
Camino Carlos Rey
Llano Street
Siringo Road

Buildings to be Preserved – *Preliminary DRAFT*

1. Administration Building
2. Alexis Hall
3. Benildus Hall
4. Data Bunker
5. Driscoll Fitness Center
6. Fogelson Complex
   - -Fogelson Library
   - -Southwest Annex
   - -The Forum
7. Garson Studios
8. Garson Theater
9. Visual Arts Center
   - -Tipton Hall
   - -Tishman Hall
   - -Thaw Hall
   - -Marion Center

Demolition Phase I – *Preliminary DRAFT*

1. Alumni Hall
2. Brother Ron's Trailers
3. Health Center
4. Luke Hall
5. Onate Hall
6. The Den

Demolition Phase II – *Preliminary DRAFT*

1. Apartments Buildings
2. The Band Shell
3. Barracks
4. Maintenance Building
5. Mouton Hall
6. Security Office
7. Kennedy Hall
8. King Hall
9. La Salle Hall
10. St Michael Hall
    - The Café

**Pending further investigation and assessment.*

City Council Presentations and Reports

- Feb 10: *Presentation:* Land Disposition
- Feb 24: *Report*: Strategic Tactics Teams

- Mar 10: *Presentation:* Public Engagement
- Mar 31: *Report*: RFEI / Next Steps

- Apr 14: *Presentation:* Land Use Planning
- Apr 28: *Report*: Horizontal Development / Update

City Council Presentations and Reports

- May 12: *Presentation:* Existing Buildings
- May 26: *Report*: Strategic Tactics Teams

- Jun 09: *Presentation:* Furniture, Fixtures, Equipment Assets (FFE)
- Jun 30: *Report*: Strategic Tactics Teams

- Jul 14: *Presentation:* Public Engagement
- Jul 28: *Report*: Strategic Tactics Teams

MIDTOWN SANTA FE

For Midtown Reports Presentations and General Information:

www.MidtownDistrictSantaFe.com

For community stories and aspirations for Midtown:

https://www.cultureconnects.site/

Buildings to be Preserved

Civic Value - Opportunities for Public Purposes

- Visual Arts Center
- Fogelson Library Complex
- Garson Performance Theater

Opportunities for Economic Development Purposes

- Garson Studios
- Benildus Hall
- Administration Building

Further Assessment / Temporary Reuse
Phase II Development

Opportunities for arts or economic development purposes

- Barracks (as art studios)
- Driscoll Fitness Center (Garson Studios development area)

Opportunities for civic facility or economic development purposes

- Alexis Hall
- Kennedy Hall
- La Salle Hall
- Mouton Hall
- St Michaels Hall & Cafeteria

To be Determined – potential site for increased connectivity

- Student Housing (Apartments A, B, C, D)

GOVERNING BODY MEETING OF
May 12, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Abeyta **Lindell**	**A RESOLUTION ESTABLISHING AN OPERATIONAL PLAN FOR THE BICENTENNIAL POOL FOR THE 2021 SEASON.**	Finance Committee – 5/17/21 Public Works and Utilities Committee – 5/24/21 Governing Body – 5/26/21
Councilor Roman "Tiger" Abeyta		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Jamie Cassutt-Sanchez		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Michael J. Garcia		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Signe I. Lindell		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Webber **Rivera**	**AN ORDINANCE CREATING A NEW SECTION 2-4.14 SFCC 1987 TO REQUIRE THAT THE CITY MANAGER RESIDE WITHIN TEN (10) MILES OF THE MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE; CREATING A NEW SECTION 2-9.7 SFCC 1987 TO REQUIRE THAT THE CHIEF OF POLICE RESIDE WITHIN TEN (10) MILES OF THE MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE; AND CREATING A NEW SECTION 2-10.6 SFCC 1987 TO REQUIRE THAT THE CHIEF OF THE FIRE DEPARTMENT RESIDE WITHIN TEN (10) MILES OF THE MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE.**	Quality of Life Committee – 5/19/21 Finance Committee – 6/1/21 Governing Body (request to publish) – 6/9/21 Public Safety Committee – 6/15/21 Governing Body (public hearing) – 7/14/21
Webber	**AN ORDINANCE AMENDING SECTION 23-6.2 TO REMOVE THE MINIMUM LEASE DURATION OF SIX MONTHS FOR LEASS ON CITY PROPERTY PERMITTING THE SALE AND CONSUMPTION OF ALCOHOL.**	Quality of Life Committee – 5/19/21 Finance Committee – 6/1/21 Governing Body (request to publish) – 6/9/21

This document is subject to change.

		Public Safety Committee – 6/15/21 Governing Body (public hearing) – 7/14/21
Councilor Chris Rivera		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Carol Romero-Wirth		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor JoAnne Vigil Coppler		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Renee Villarreal		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

* Subject to change

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

18. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato
Comment - 05/12/2021 12:13 PM: (No Vote)
10F How come airport gets Corona Relief Virus funds but Ft Marcy has none to establish changing areas at the pool?

10K Opposed to lots with septic that are smaller than 2.5 acres—an ecological problem in the making.
POOLS
We are going backwards in terms of pools. The city will now open the therapy pool at Chavez but close the main pool during the therapy pool's hours (2 hr/day/5 days/week). There will only be 4 pods of 2 each allowed in the therapy pool (8 people total). Chavez has at least 5 guards (counting the supervisor). Each guard can be on the chair for 30 minutes. No guards are on deck as backup at Chavez or Ft Marcy--why can't the city leave the main pool and the therapy pool opened at the same time?
Please do not open Bicentennial until the leak is fixed. It is too much water to waste even if you cut it to 20 percent of its current loss And why do kids have to swim outdoors? Many have allergies and we all know about skin cancer at high altitude. The city needs to reopen Salvador Perez. They should be increasing lifeguard wages, offering bonuses etc just like private employers are doing--lots of hand wringing but no real corrective action IMHO

May is Asian Heritage Month. I hope the city will have a resolution honoring those Asians and Asian Americans who have contributed to Santa Fe's culture and suffered racial discrimination during WWII (Japanese) especially during this time of unprecedented attacks on Asians in the US

City of Santa Fe, New Mexico

memo

DATE: May 7, 2021

TO: City Council

FROM: Mayor Alan Webber

RE: Appointments of Children and Youth Commission and Human Services Committee

I would like to make the following appointments:

Children and Youth Commission
Richard Lindahl – Reappointment – Term Ending 01/2023 (resume attached)
Elisabeth "Lisa" G. Salazar – Reappointment – Term Ending 01/2024 (resume attached)
Andrea Sandoval – Reappointment – Term Ending 01/2024 (resume attached)
Crystal Ybarra – Reappointment – Term Ending 01/2021 (resume attached)
Sarah Amador-Guzman – Appointment – Term Ending 01/2024 (resume attached)
Kendal Chavez – Appointment – Term Ending 01/2024 (resume attached)
Chanelle Delgado – Appointment – Term Ending 01/2023 (resume attached)

Human Services Committee
Christina Bruce – Appointment – Term Ending 03/2023 (resume attached)
Emily A. Haozous, PhD, RN, FAAN – Appointment – 03/2023 (resume attached)
Carrie Thielen, MPH, RD – Appointment – Term Ending 03/2024 (resume attached)

City of Santa Fe, New Mexico
Memorandum

DATE: **April 6, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa, Community Health & Safety Department Director KO

Julie J. Sanchez, Youth & Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager, Youth & Family Services Division** EP

ITEM AND ISSUE:
Reappointment of Richard Lindahl, Lisa Salazar, Crystal Ybarra, Andrea Sandoval to the Children and Youth Commission (CYC).

BACKGROUND AND SUMMARY:
The Santa Fe Children and Youth Commission was established to survey and assess the needs of the children and youth within the city of Santa Fe; identify and recommend to the governing body legislation, policies, and programs that promote the healthy development of young people; determine priorities for program development; advocate in the community on behalf of children and youth; and plan short- and long-range improvements for young people by applying a results-based framework, from birth through the age of 21.

The Commission receives three percent (3%) of the gross receipts tax and administers funding to local nonprofits on a two-year cycle at approximately $1.2 million annually. The Commission works in partnership with the City liaison and the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate, and support child and youth efforts in the Santa Fe community and present a plan to the governing body for approval.

The commission consists of a minimum of 7 residents of Santa Fe County appointed by the Mayor and approved by the Governing Body.

Richard Lindahl has worked for various Executive agencies including the Children, Youth and Families Department, Corrections Department, and Governor's Office of Criminal Justice Planning. He has an MBA from the University of New Mexico, and a Bachelor of Arts and Juris Doctor from the University of Minnesota.

Lisa Salazar holds a Doctorate in Educational Leadership and a Master's Degree in Counseling with 23 years of experience with the Public Education Department in education and counseling and 1.5 years' experience in Corrections.

Crystal Ybarra has worked in the Santa Fe Public Schools since 2013 in various capacities and most recently as the Deputy Chief Equity, Diversity and Engagement Officer. Ms. Ybarra holds an MSW and MBA from NM Highlands University.

Andrea Sandoval has 15 years of experience in probation and community outreach. Ms. Sandoval is the Chief Juvenile Probation Officer District 1 Santa Fe, Rio Arriba, Los Alamos Counties for Children Youth and Families Department. Prior to that she was the Juvenile Probation/Parole Supervisor for CYFD for Santa Fe and Rio Arriba counties. Ms. Sandoval holds a Bachelor of University Studies (Emphasis Criminology) from UNM.

The terms for the above-mentioned members' expired and they have expressed interest in continuing to serve on the board.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request reappointment of the above-mentioned to the Children and Youth Commission.

Crystal A. Ybarra, LCSW, MBA

OBJECTIVE

To utilize my expertise and knowledge to support the local community, to include all stakeholders, through participation of the Children and Youth Commission.

SKILLS SUMMARY

Clinical

- Knowledge of the DSM-IV-TR and DSM-V
- Offer counseling/therapeutic services to clients and their families
- Complete risk assessments, biopsychosocials, treatment plans and discharge plans
- Utilization of progress notes and monthly chart reviews
- Assess and adjust services as needed to ensure client's needs and treatment plan goals are being met
- Supportive, empowering and empathic nature
- Provide on-call assistance to clients and their families

Case Management

- Complete discharge plans and follow up care
- Work closely staff in the community, such as other providers, schools and judicial systems, to ensure client needs are being met
- Consult with other agencies to ensure aftercare plans are in place
- Provide necessary referrals to clients and their families

Communication

- Excellent communication skills with professionals in the community, staff, clients and their family
- Empathic nature
- Exceptional listening skills
- Behavioral health training provided to large and small groups

Leadership and Supervision

- Lead projects and group meetings
- Lead counseling groups and direct client-based meetings
- Supervision of support staff
- Supervision of intern students

Business Expertise

- Budget analyst abilities
- Business strategy and planning
- Understanding of policy and procedure creation and utilization
- Microsoft Word, Access, Excel and PowerPoint

PROFESSIONAL EXPERIENCE

07/2020- Current	**Santa Fe Public Schools**, Deputy Chief Equity, Diversity and Engagement Officer, Santa Fe, NM James Lujan, (505) 670-1698
03/2019- 06/2020	**Santa Fe Public Schools**, Social Services Coordinator for Community Engagement, Santa Fe, NM David Carl, (505) 467-2035
07/2017- 03/2019	**Santa Fe Public Schools**, Social Worker for Community Engagement, Santa Fe, NM Jeff Gephart, (505) 467-2035
12/2013- 07/2017	**Santa Fe Public Schools**, Program Coordinator, Santa Fe, NM Michael Lovato, (505) 467-1000
05/2013- 11/2013	**Christus St. Vincent**, Crisis Counselor, Santa Fe, NM (505) 983-3361
04/2013- 12/2013	**Santa Fe County**, Therapist, Santa Fe, NM Eli Fresquez/Tina Sanchez, (505) 992-9880
05/2011- 04/2013	**Presbyterian Medical Services**, Mental Health Therapist, Santa Fe, NM Patricia Greenan, (505) 986-9633
12/2010- 05/2011	**Los Alamos National Laboratory**, Financial Business Analyst 1, Los Alamos, NM Corine Romero, (505) 667-5061
01/2009- 12/2010	**Los Alamos National Laboratory**, Financial Business Analyst 1, Los Alamos, NM AJ Herrera, (505) 667-5061
09/2007- 12/2008	**Presbyterian Medical Services**, Behavioral Management Specialist/Community Support Worker, Santa Fe, NM Terry Sine, (505) 986-9633

EDUCATION

August 2009	**Master of Social Work**, New Mexico Highlands University, Rio Rancho, NM
August 2009	**Master of Business Administration**, New Mexico Highlands University, Rio Rancho, NM
May 2007	**Bachelor of Arts in Psychology**, College of Santa Fe, Santa Fe, NM
December 2005	**Associate of Arts in Criminal Justice**, Santa Fe Community College, Santa Fe, NM

OTHER TRAINING AND AFFILIATIONS

Licensed Clinical Social Worker (License No. C-08559)
Level III Pre K-12 School Social Worker (License No. 381074)
Children and Youth Commissioner
Community Schools Councilor
Santa Fe Public Schools Equity Lead
CEU Compliant

REFERENCES AVAILABLE UPON REQUEST

Andrea M. Sandoval

Professional Summary

Dedicated community member with 15 years of probation work and community outreach experience. Compassionate leader with exceptional communication skills. Organized problem solver with the ability to mentor and develop staff. Ability to partner with youth and families and develop individualized plans for success.

Work Experience

Children, Youth and Families **September 2018 to Present Date**
Chief Juvenile Probation Officer District 1 Santa Fe, Rio Arriba, Los Alamos Counties

- Supervise/manage the District 1 Juvenile Probation/Parole Offices ensuring that staff is compliant with HR and Juvenile Justice Services policy and procedures.
- Maintain effective supervision of personnel, efficient operation of district, and delivery of services in accordance with Juvenile Justice Service's policy, procedures, and standards.
- Maintain and complete Employee Evaluations in an accurate and timely manner in accordance with departmental policy.
- Provide quality customer service to our clients, families, providers and the public as a whole.
- Ensuring the workplace is a safe, respectful and professional environment for clients, families and employees.
- Provide outreach and community representation for the probation office as a representative of the Juvenile Justice Division and CYFD.
- Mentor and train staff on all aspects of the position to include, intake, informal services, court, probation services and supervised release.
- Ensuring that all law enforcement referrals are handled in an expedited and fair fashion.
- Attend and participate in weekly JDAI Detention meeting and in weekly/monthly staffing with community providers.

Children, Youth and Families **1920 Fifth Street, Santa Fe, NM**
Juvenile Probation/Parole Supervisor *(Santa Fe)* **March 2007 to Present Date**
(Rio Arriba) **January 2006 to March 2007**

- Supervise/manage the Santa Fe Juvenile Probation/Parole Office ensuring that staff is compliant with HR and Juvenile Justice Services policy and procedures.
- Maintain effective supervision of personnel, efficient operation of office, and delivery of services in accordance with Juvenile Justice Service's policy, procedures, and standards.
- Maintain and complete Employee Evaluations in an accurate and timely manner in accordance with departmental policy.
- Provide quality customer service to our clients, families, providers and the public as a whole.

- Ensuring the workplace is a safe, respectful and professional environment for clients, families and employees.
- Provide outreach and community representation for the probation office as a representative of the Juvenile Justice Division and CYFD.
- Mentor and train staff on all aspects of the position to include, intake, informal services, court, probation services and supervised release.
- Ensuring that all law enforcement referrals are handled in an expedited and fair fashion.
- Attend and participate in weekly JDAI Detention meeting and in weekly/monthly staffing with community providers.

Children Youth and Families **1920 Fifth Street, Santa Fe, NM**
Juvenile Probation/Parole Officer **May 2003 to January 2006**

- Receive, examine, and address law enforcement delinquency referrals. Conduct preliminary inquiries to determine course of action.
- Handle informal cases providing supervision, monitoring, and referrals for services on a voluntary basis.
- Supervise juveniles that have been place on conditional release of the court, probation and/or parole.
- Manage and supervise specialized caseload of sex offenders and youthful offenders.
- Case management techniques to monitor client's compliance of court orders and service delivery.
- Utilize interview and research skills to prepare pre-dispositional reports and home studies.
- Prepare specialized pre-dispositional reports, which include individualized recommendations for the court review at disposition.
- Attend Children's Court proceedings providing client's progress, compliance of court orders and Juvenile Probations recommendations for disposition.
- Collaborate with Community Providers, inter-agency divisions, District Attorney and Public Defender to provide specialized services to clients.
- Maintain successful partnerships with Community Providers
- Utilize computer on daily basis for data entry, report writing, and management of a high volume caseload.

Youth Shelters and Family Services **PO Box 28279, Santa Fe, NM**
Juvenile Community Corrections **November 2000 to May 2003**
Case Manager II

- Case management for adjudicated youth.
- Monitored client compliance with individualized treatment plans by conducting face-to-face meetings, home visits and collateral contacts.
- Supervision to monitor client's compliance of court orders and probation.
- Planned, organized, and facilitated educational, life skills, and drug and alcohol groups.
- Collaborated with the Juvenile Probation on case planning.
- Provided weekly and monthly progress reports to Juvenile Probation to ensure compliance with court orders.

Cornell Abraxas Juvenile Detention Center **4250 Airport Rd, Santa Fe, NM**
Life Skills Worker II **September 2000 to November 2000**

- Supervised adjudicated Federal juvenile residents within secured facility.
- Maintained structured interactions with clients in activities.
- Group Leader and presenter for daily group sessions.

AmeriCorps **109 ½ E. San Francisco St., Santa Fe, NM**
Safety Coordinator **January 2000 to September 2000**

- Coordinated neighborhood safety meetings and trainings with the Santa Fe Police Department and La Canada Community.
- Representative of AmeriCorps to Community Policing and Problem Solving team.
- Assisted with the revitalization community safety programs.
- Worked with at-risk youth in after school tutoring and life skill program.
- Organized and coached at-risk youth in summer basketball league.
- Team Leader in facilitating the construction project for the La Canada Neighborhood Community Room.

Education

Bachelor of University Studies (Emphasis Criminology) 1999
University of New Mexico
Albuquerque, NM

New Mexico Highlands University
Las Vegas, NM

References

Ted Lovato
Santa Fe, NM 87505

Honorable Judge Mary Marlowe-Sommer
225 Montezuma Ave,
Santa Fe, NM 87501

Matt Esquibel, County Office Manager
CYFD Protective Services
1920 Fifth Street
Santa Fe, NM 87505

Elisabeth “Lisa” G. Salazar

Professional Summary

Highly skilled and motivated Doctor who has exceptional leadership and fiscal planning skills. Possesses excellent writing, oral, and verbal communication abilities and has extensive knowledge of strategic planning and budget administration. Holds a Doctorate in Educational Leadership and a Master's Degree in Counseling with 23 years of experience with the Public Education Department in education and counseling and 1.5 years’ experience in Corrections.

Objective

To apply operational leadership skills, program management, and program development in a dynamic organization.

Core Qualifications

- Competent, reliable, and committed professional, with a proven record of success in assuming increasing levels of responsibility;
- Strong leadership, interpersonal and communication skills, and the ability to work effectively with a wide range of constituencies in a diverse environment;
- High degree of independence, creativity, and innovation with all levels of an organization;
- Proven ability to develop a vision, achieve a consensus, and deliver results in a variety of settings;
- Over 20 years’ experience in management including high level strategic planning and analysis;
- Demonstrated organizational and management skills including oversight of school operations and facility management;
- Able to effectively lead professionals within a school and correctional setting to interpret organizational and program effectiveness, including curriculum development, instructor qualification, program evaluation, student progression, and educational requirements.
- Extensive knowledge of the GED Testing Program, Adult Education, and College and Career Readiness;
- Exceptional skills with fiscal planning budgets and capital expenditures;
- Experienced with hiring firing and training staff;
- Knowledge of DSM V Disorders/treatment plans;
- Extensive knowledge of the Americans with Disabilities Act (ADA);
- Expert consultant regarding vocational rehabilitation, transferrable skills, and transitioning.

Experience

Project Director **11/2019- present**
Humans Services Department **Santa Fe, NM**
Behavioral Health Services Division

- Manage a five-year federal grant aimed at improving Assertive Community Treatment services throughout New Mexico;
- Manage the State General Funds for Native American and Veteran’s Services;
- Oversee daily grant activities, including coordination and implementation of provider services, budgetary oversight, and monthly invoice approval, infrastructure and workforce development, grant evaluation, and sustainability planning;
- Primary point of contact for the grant sub-recipients;

- Ensures collaboration and communication of efforts among grant partners and provides technical assistance as needed; Prepares all required reports and data to the grantor and ensures that all grant objectives are fulfilled;
- Schedule, attend, and facilitate meetings;
- Develop presentations and reports;
- Facilitate data and other requests;
- Draft and coordinate responses;
- Track progression and completion of tasks;
- Manage special projects;
- Request documents and work assignments from the executive leadership team and staff, as well as from external entities and partners;
- Report progress, determine tasks, and identify barriers and strategies for implementation of assignments.

Superintendent of Education **1/2016-7/2017**
Acting Director, Recidivism Reduction Division **Santa Fe, NM**
New Mexico Corrections

- Appointed as Director of the Recidivism Reduction Division including program management/development, fiscal planning, and budget administration for 140 employees;
- As Superintendent, responsible for providing comprehensive and high-quality educational programming (academic, Career Technical/vocational, and cognitive) for adult incarcerated individuals in NMCD custody across 11 correctional facilities (6 state-operated and 5 privately-operated prisons);
- Oversaw, implement, and evaluate educational programming and outcomes;
- Managed the Adult Basic Education, College and Career Readiness, Cognitive Education, Re-entry, Special Education, and State/Federal Education Programs;
- Evaluated and analyzed bills, rules and policies of governmental entities;
- Established and maintained a departmental culture that fosters effective and engaging learning that was appropriate to the correctional environment, as well as the needs and capacities of the students;
- Reviewed educational programming across all correctional facilities to ensure programs met court orders, as well as state/federal statutes and regulations; monitored all programming for compliance with mandates;
- Practiced an open and transparent administration; worked collaboratively sharing leadership and supporting development of staff;
- Supervised, observed and evaluated the Central Office administrative staff, oversaw supervision, observation and evaluation of Supervisors of Education and education staff within the correctional facilities;
- Oversaw the maintenance of accurate, complete, and appropriate educational records;
- Oversaw the preparation of reports as required by policy, regulations and procedure;
- Established and maintained relationships with NMCD administration, staff, incarcerated individuals, visitors and the general public;
- Established and maintained professional relationships with New Mexico Public Education Department (PED), New Mexico Higher Education Department (HED), Central Regional Educational Cooperative (CREC), Coalition of State Supported Education Programs (COSSEP), and other relevant bodies.

GED Director **7/2002-1/2016**
New Mexico Public Education Department **Santa Fe, NM**

- Managed the daily operation of the State's General Education Development (GED) Testing Program.
- Provided leadership, supervision, and training for a staff of 60 at the 45 Official GED Test Centers statewide; provide comprehensive and high-quality supervision and training in GED Testing and Adult Education for adult incarcerated individuals in custody across 11 correctional facilities (6 state-operated and five privately-operated prisons) for over 13 years. Demonstrated knowledge of adult basic education, College and Career Readiness, cognitive education, special education, teacher and administrator evaluations, and state and maintain and analyze statewide data; monitored outcomes and improved the productivity of the testing centers thereby improving the quality of the GED Testing Program; compiled and disseminated to the public and the official test centers accurate information on the GED testing program; Responded to critical situations daily;
- Led high-level strategic planning process to transition the entire state to computer-based testing; Facilitated planning sessions among diverse teams including the prison facilities, with varied objectives to achieve consensus on goals, strategies, and plans;
- Ensured compliance with policies and procedures as defined by GED Testing Service and the NMAC 6.30.3 including regular audits of test sites; investigated test compromises for fraud and cheating; communicated and explained GED/PED policy with school districts and disseminated information as necessary; supervised maintenance of State GED Records Database;
- Directed and led the PED's Early Warning System; facilitated the successful implementation of all phases of the Early Warning System in identified schools.

Director, Career Resource Center **10/2000-2002**
UNM-Los Alamos

- Directed management and coordination of the Career Resources Center; planned, scheduled, directed, and supervised the Career Resources Center to achieve high productivity; communicated effectively both orally and in writing to staff, faculty, students and patrons.
- Observed, recommended and developed customer-oriented programs and processes to increase departmental effectiveness. Increased use of Career Center by over 75%. Developed a partnership with the Department of Labor for a One-Stop Career Center.
- Planned, prepared, and managed program budgets and expenditures. Organized, coordinated and facilitated special programs, career fairs and events.
- Provided assistance to students, patrons and staff in all areas of the job search process. Assisted students and patrons with resume and cover letter writing, interviewing techniques, and career development.
- Academic Advisor-Assessed eligibility for admission into degree programs, evaluated transfer credits, and worked with students to resolve admission issues and blockages; analyzed student needs and assisted students to integrate interests and aptitudes into individualized interdisciplinary programs. Participated in The National Endowment for Humanities (NEH) Southwest Studies Working Group to design the curriculum for the Southwest Studies Degree Program.

- Electro-Mechanical Coordinator-Coordinated in co-sponsorship, with the Los Alamos National Lab the selection process for the two-year student Electro-Mechanical program. This involved marketing, screening, and interviewing applicants. Also, member of the advisory board and set up selection criteria.
- College Instructor-Taught Career Planning class (OLIT 293), which included career planning, and development, the job search process, resume/cover letter writing, and interviewing techniques.
- Cooperative Education Coordinator- Coordinated and presented to students and curriculum coordinators the cooperative education process.

Human Resources Manager **8/1998-10/2000**
Enchantment Refrigeration

- Developed and implemented policy; provided leadership in the areas of personnel, payroll, labor relations, training, and affirmative action; hired, terminated, trained and delegated personnel.
- Administered personnel/payroll system to meet management and employee needs.
- Determined appropriate grievance procedures relief; resolved labor disputes.
- Interfaced with Legal Staff in dealing with progressive discipline and grievances.
- Provided employee counseling and mediation.
- Interpreted personnel policies for employee effectiveness.
- Determined technical decisions and payments daily; made purchasing decisions on all levels.
- Made management decisions related to the office as deemed appropriate.

Vocational Rehabilitation Counselor **11/1991-7/1998**
NM Public Education Department (DVR)

- Provided guidance and counseling to mentally, socially and/or physically disabled individuals. Served as expert consultant regarding employment issues, alternative employment, transferable skills, and job modifications; conducted assessments and job analysis to determine vocational potential and provided recommendations; identified functional limitations and provided ancillary services for rehabilitation; made recommendations regarding reasonable accommodations under the Americans with Disabilities Act, (ADA).
- Planned, designed and developed individual written rehabilitation plans out of a controlled budget of over $100,000; counseled clients daily with various disabilities and maintained a caseload of 75 to 100 clients; successfully placed a minimum of 25 clients per year in an appropriate working environment;
- Developed and maintained contacts with referral agencies, community resources, schools, pueblos, public and professional groups. Transitioned disabled high school students from school to work. Supervised rehabilitation technicians and secretaries;
- Functioned as facilitator and area staff developer, regarding case staffing, counseling techniques and resources;
- Served as consultant on workmen's compensation issues. Promoted from VR Counselor II to VR Counselor III; transferred from the Albuquerque office to the Santa Fe office in January 1994; Attended numerous interagency training.

Education

Doctor of Education: Educational Leadership **2015**
The University of New Mexico
Master of Arts: Counseling **1992**
Webster University
Bachelor of Arts: Psychology **1990**
The University of New Mexico

Certifications/Licenses

Licensed Professional Clinical Mental Health Counselor (LPCC) **License No. 1769**
National Certified Counselor (NCC) **License No. 32253**
Level III K-12 School Counselor **License No. 292294**
Certified Practitioner of Neuro-Linguistic Programming

Affiliations/Honors

Appointed by the Mayor and City Council of Santa Fe as a Children and Youth Commissioner February 2014. Nominated as Vice Chair of the Commission in 2016 and continue to hold that position. The City, through the Children and Youth Commission, improves the lives of Santa Fe children by providing funding and support for local nonprofit organizations and public-school programs that work toward improving the lives of at-risk youth.

Top 20 Finalist to be the Advice Guru for Good Morning America (GMA), (November 2010 to January 2011) Selected out of 15,000 applicants across the country; submitted video to GMA and appeared on national television throughout the selection process; and, provided online advice through the GMA website. http://abcnews.go.com/GMA/DearGMA/dear-gma-advice-guru-finalist-elisabeth-salazar/story?id=12381746

References available upon request

Resume for Richard Lindahl

I have worked in many capacities for the State of New Mexico, both in the Executive branch and the Legislature. I also have extensive experience as a part-time Hearing Officer for the State, and am a certified mediator through the state Office of Alternative Dispute Prevention and Resolution Bureau.

Legislative work experience: 2008-2021:
For many years I have worked during the Legislative Session as a Committee Bill Analyst, both for the House of Representatives and the Senate, analyzing legislation, organizing the Committee's activities, and meeting with members of the public regarding legislation.

State Government work experience: 1981-2008
I have worked for various Executive agencies including the Children, Youth and Families Department, Corrections Department, and Governor's Office of Criminal Justice Planning. This has provided me with extensive managerial experience, having supervised many large bureaus in state government. I have much grant-writing experience, and have served on many committees evaluating grant proposals. In addition, I have staffed many state criminal and juvenile justice committees appointed by previous Governors.

Consulting work experience: 2008-present
I am an experienced management consultant, having provided on-site training and technical assistance to community organizations, agencies, cities and counties to work together collaboratively to improve juvenile justice operations. I have trained in several states on these topics. I am also very familiar with the organizations that serve children and youth in Santa Fe, in my professional role, and also as Rotary Club member reviewing applications from youth-serving agencies for funding from the Pancakes on the Plaza funds raised by Rotary. I also consult as an Administrative Hearing Officer for the state and private organizations.

Education: Master's in Business Administration from the University of New Mexico, and a Bachelor of Arts and Juris Doctor from the University of Minnesota.

Other interests/activities: I volunteer at the Interfaith Community Shelter at Pete's Place, working with residents who are homeless, and am also on the Board of Directors for the Shelter, serving as Chair of the Finance Committee. I am a member of the Santa Fe Centro Rotary Club and a member of the First Presbyterian Church in downtown Santa Fe. I was also a member of the previous Regional Juvenile Justice Board for the City, before it merged with the CYC.

Signature: Elizabeth Peterson
Elizabeth Peterson (Apr 7, 2021 13:01 MDT)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Apr 7, 2021 13:02 MDT)

Email: jjsanchez@santafenm.gov

Signature:
Kyra Ochoa (Apr 7, 2021 13:06 MDT)

Email: krochoa@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **April 6, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa, Community Health & Safety Department Director KO

Julie J. Sanchez, Youth & Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager, Youth & Family Services Division** EP

ITEM AND ISSUE: Recommendation of appointment of Chanelle Delgado, Kendal Chavez and Sarah Amado-Guzman to the Children and Youth Commission (CYC).

BACKGROUND AND SUMMARY:
The Santa Fe Children and Youth Commission was established to survey and assess the needs of the children and youth within the city of Santa Fe; identify and recommend to the governing body legislation, policies, and programs that promote the healthy development of young people; determine priorities for program development; advocate in the community on behalf of children and youth; and plan short- and long-range improvements for young people by applying a results-based framework, from birth through the age of 21.

The Commission receives three percent (3%) of the gross receipts tax and administers funding to local nonprofits on a two-year cycle at approximately $1.2 million annually. The Commission works in partnership with the City liaison and the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate, and support child and youth efforts in the Santa Fe community and present a plan to the governing body for approval.

The commission consists of a minimum of 7 and no more than 17 residents of Santa Fe County appointed by the Mayor and approved by the Governing Body.

Chanelle Delgado has worked for Santa Fe County for 14 years as the Teen Court and more recently the DWI Program Manager. She holds a BA from University of New Mexico with a dual major of sociology and psychology.

Kendal Chavez was a Nutritionist and Farm to School Specialist and more recently is the Healthy Schools Coordinator for the NM Public Education Department. She is graduating in May 2021 with a Master of Public Administration with a concentration in public policy from the University of New Mexico.

Sarah Amador-Guzman worked as a Legislative Fiscal Analyst for New Mexico Legislative Education Study Committee and more recently is the Program Director of Education & Opportunity Santa Fe at the Santa Fe Community Foundation. She holds a Master of Science in Public Policy & Management from Carnegie Mellon University.

These appointments would replace Joe Jordan-Berenis and Gus Martinez who have resigned and Joanne Lefrak whose term limit expired.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request appointment of the above-mentioned to the Children and Youth Commission.

CHANELLE DELGADO

CERTIFIED PREVENTION SPECIALIST

CONTACT

OBJECTIVE

I am always seeking opportunities that would allow for personal and professional growth. I am flexible, creative and service-oriented. I have the ability to to understand principles, methods, procedures and implement or create strategies that target specified problems. I seek opportunities that will challenge me and allow me to push my creative limits. Ideally, a chance that allows me to implement comprehensive programs that look to reduce and/or prevent high-risk behaviors.

INTERESTS

I love learning and am currently pursuing my Masters in Clinical Social Work. I have a sincere passion for people. I enjoy working with vulnerable populations, specifically youth. I have been gifted with the ability to build genuine relationships with people and it is the main source of my joy. I am a native Santa Fean and I love this culture! I am humbled to work, serve and raise my beautiful family in this city- my home.

EXPERIENCE

2013 - PRESENT

SANTA FE COUNTY DWI & TEEN COURT

PROGRAM MANAGER

- Conduct behavioral health intakes with on youth and families 11-18 years of age (Teen Court)
- Provide youth and families with developmentally and emotionally appropriate resources within the community (Teen Court)
- Write multiple grants a year for various funds from various funding streams
- Manage contracts, grantees, grants and operational budget. Understanding of various budget formats cross-government
- Supervision of 8 employees
- Serve approximately 500 youth and families a year through Teen Court and approximately 250 DWI adult offenders
- Conduct Monthly and Quarterly reporting
- Supervise case manager to ensure quality of compliance for all clients
- Communicate regularly with all service providers
- Create innovative funding opportunities for gaps of services
- within the community
- Evaluate and adjust existing programming
- Collect and gather data related to youth and alcohol related trends in the community
- Research and assess the needs of the community and implement corresponding and appropriate programming
- Network and collaborate with multiple behavioral health agencies, law enforcement agencies, school systems, juvenile justice systems & courts
- Actively participate and serve on local coalitions and act as member of various boards in the community.
- Maintain accurate records
- Facilitate various meetings both internally, for the community and for community organizations

CORE SKILLS

- Public Speaking
- Microsoft Office Applications
- Trauma-informed
- Planning, organization & coordination
- Effective communication both oral and written
- Establish and maintain healthy working relationships
- Independent worker
- Culturally competent

REFERENCES

- **Lauren Hunter**
  Professional
- **Lupe Sanchez**
  Co-Worker
- **Andrea Sandoval**
  Professional
- **Rodney Gonzales**
  Pastor

2013 **SANTA FE PUBLIC SCHOOLS**

EDUCATIONAL ASSISTANT

- Assist a kindergarten teacher with various tasks
- Assist in educational instruction with the class, small groups, or one-on-one
- Work with bilingual children to model English language
- Work with high-need children

2009-2013 **NANNY**

SELF- EMPLOYED

- Picked up (3) Children from school
- Created activities and scheduled outings to keep them busy and entertained
- When conflict arose I created effective solutions to solve them fairly
- Provided tutoring for all three children

2009-2010 **CITY OF SANTA FE**

SUMMER RECREATIONAL SUPERVISOR

- Director of a summer program
- Supervised 13 staff
- Ensured the safety of all children
- Scheduled weekly activities and field trips
- Handled conflicts between children and staff, conflicts and issues with parents, and maintained open communication among staff and parents
- Resolved all conflicts between all parties
- Handled monies for all activities

EDUCATION

2019 **HIGHLANDS UNIVERSITY**

2013 **UNIVERSITY OF NEW MEXICO**

Double Major in Psychology & Sociology

2008 **SANTA FE COMMUNITY COLLEGE**

Early Childhood Development Studies
Currently pursuing Masters in Clinical Social Work

2006 **SANTA FE HIGHSCHOOL**

High School Diploma

Kendal Chavez

Education

Bachelor of Arts in Environmental Studies Graduated May 2011
San Francisco State University San Francisco, CA

Master of Public Administration (Concentration: Public Policy) Graduating May 2021
University of New Mexico Albuquerque, NM

Professional Experience

New Mexico Public Education Department Santa Fe, NM
Healthy Schools Coordinator January 2021 – Present

- Serve as a liaison and technical consultant for schools and school districts working to improve student health and academic achievement through nutrition, physical education, physical activity, and the management of chronic health conditions in schools.
- Research and evaluate a coordinated school health framework through dissemination, training, and policy development efforts that support the linkage between health and academic success in schools and school districts across New Mexico.
- Develop policies and practices that increase students' consumption of fruits and vegetables, physical activity and education opportunities in schools, and capacity of schools to serve the chronic disease conditions of students.

Nutritionist / Farm to School Specialist April 2018 – December 2020

- Administer a model for the procurement of local, unprocessed produce for school meals in partnership with Boards of Education, school administration, and Food Service Directors from a ten-district learning cohort.
- Manage the New Mexico Public Education Department's school nutrition training and evaluation strategy.
- Direct a training program that builds the capacity and representation of historically disenfranchised farmers in New Mexico's statewide farm to school initiatives.
- Developed and implemented an interagency partnership with the New Mexico Early Childhood Education and Care Department to address food access and meal quality needs for ages birth through five.

Farm to Table Santa Fe, NM
Farm to School Program Director January 2017 – March 2018

- Designed and managed a statewide program that worked to increase institutional support for farm to school and student nutrition through school-based professional development for cafeteria staff, teachers, and administrators.
- Chaired the New Mexico Farm to School Alliance, a multi-agency public-private partnership that guides advocacy efforts, investment prioritization, and alignment of strategic initiatives across network partners.
- Piloted a civic engagement training series that trained young professionals from the dietetics, education, and agricultural sectors to strategically advocate for community needs at the state and local levels.

Farm to School Program Coordinator October 2015 – December 2016

- Executed a comprehensive state legislative campaign to increase policy maker support for local purchasing and farm to school educational programs through the development of an annual advocacy day, an annual farm to school awards ceremony, and a community-driven communications strategy.
- Managed a team of ten service members and one program coordinator in collaboration with the University of New Mexico Community Engagement Center.
- Developed STEM-aligned curriculum for K-12 schools to use in the outdoor classroom setting.

FoodCorps New Mexico Albuquerque, NM

Program Coordinator August 2013 – August 2015

- Administered the FoodCorps New Mexico program, with the primary objective of ensuring AmeriCorps compliance, program evaluation, and management of a ten-person service member cohort.
- Launched a professional development strategy that aligned FoodCorps, Inc. national training priorities with the contextual needs of ten community-based organizations across New Mexico.

Service Member – Kirtland Elementary School August 2011 – July 2013

- Developed and implemented a nutrition education program that aligned with the National School Lunch Program updated meal pattern requirements.
- Piloted a train-the-trainer professional development series for teachers and cafeteria employees to increase students' knowledge of – and connection with – fresh fruits and vegetables in the classroom and school cafeteria.

Leadership Activities

FoodCorps, Inc. Portland, OR

Board Member September 2019 – Present

- Advise the CEO and Executive Team on overarching strategy, with a focus on equity, leadership development, and program integrity.
- Oversee and advise on the organization's finances and assets to ensure fiduciary responsibility.
- Accountable for aligning programmatic work with the mission, vision, and purpose of the organization's 501(c)(3) tax-exempt status.

New Mexico Food and Agriculture Policy Council New Mexico (statewide)

Ex-Officio Board Member September 2019 – Present

- Partner with legislative bodies, community-based advocacy groups, agencies, and other stakeholders to advocate for New Mexico's local food system through a lens of social, racial, and gender equity.
- Prioritize legislative efforts that address issues of childhood hunger, agricultural economies, academic outcomes, and community development.

Albuquerque Public Schools Student Health Advisory Council Albuquerque, NM

Council Member August 2015 – April 2018

- Supported the development of policy directives that connected Albuquerque Public Schools students to health and wellness while on school grounds.
- Guided drafting of the implementation and assessment plan that operationalized data metrics and defined

measures of success.

- Supported presentation of directives to the Albuquerque Public School Board of Education and Public Education Department Coordinated School Health Bureau.

Fellowships and Awards

University of New Mexico — Albuquerque, NM
Evaluation Lab Fellow — August 2020 – Present

University of New Mexico — Albuquerque, NM
Summa Academia Fellow — August 2020 – Present

George Washington University — Washington, DC
Food Policy Fellow at the Food Policy Fellowship Institute — August 2017 – July 2018

SARAH AMADOR-GUZMAN

EDUCATION

Carnegie Mellon University Pittsburgh, PA
Master of Science in Public Policy & Management May 2008
Cumulative GPA: 3.4/4.0

New Mexico State University Las Cruces, NM
Bachelor of Arts in Government; Additional Major: Foreign Languages May 2005
Cumulative GPA: 3.8/4.0

PROFESSIONAL EXPERIENCE

Santa Fe Community Foundation 501 Halona Santa Fe, NM 87505
Program Director of Education & Opportunity Santa Fe (OSF) October 20, 2020-Present

- Manage the overall project and team to ensure long-term success and sustainability of OSF.
- Evaluate and modify the OSF aspirational goals, vision, mission, priorities, and strategies to adapt to the current evolving work, school, and community environments.
- Supervise a contract-based Project Coordinator, AmeriCorps Vista Volunteers, and Student Interns.
- Provide strategic leadership to ensure that OSF's Collective Action Plan is based on realistic and measurable goals, and outcomes that can be quantified and analyzed.
- Guide, support, and direct the work of thirteen Collaborative Working Groups (CWGs), composed of local non-profit organizations and volunteers.
- Identify and execute or support grant writing and resource development for OSF to ensure sustainability.
- Serve as an engaging, inclusive, neutral facilitator that guides the work plan for teams, partners, and stakeholders, and helps build consensus around a shared vision and outcomes.
- Plan for current and future potential implementation challenges and work with partners to develop comprehensive solutions to address them.
- Serve as a subject matter expert in the area of Educational Success and Career Pathways Impact for SFCF's grant making strategies, while also identifying areas of alignment with OSF's grant making.
- Assist in directing the data collection and analysis for OSF outcomes/indicators, dashboards, project-specific needs and continuous learning toward targets and progress being made.
- Cultivate and maintain relationships with OSF partners including the Leadership Council, CWGs, regional Cradle to Career partners, as well as other community networks in Educational Success and Career Pathways, to ensure long-term partnership and alignment toward collective impact goals.
- Serve as a member of the Santa Fe Community Foundation's (SFCF) Leadership & Impact Team, which works towards sharing information, fostering alignment, and collaborating as a team.

The Pink Giraffe of Santa Fe, LLC 60 E. San Francisco St. #231/232/233 Santa Fe, NM 87505
Chief Operations Officer January 11, 2014-October 19, 2020

- Prepared quarterly financial statements, profit and loss, and cash flow statements for the business.
- Oversaw product innovation, research, development, testing, production, and launch.
- Directed the recruitment and training of employees, in addition to other human resource functions.
- Accelerated regional expansion, through strategic marketing and customer acquisition.
- Established company logistics and executed the day-to-day operations of the company.
- Monitored all regulatory compliance, to include licensing, insurance, certifications and permits.
- Incorporated the company as a limited liability company and a registered trademark in New Mexico.
- Managed customer and client relations, wholesale portfolios, and the fulfillment of purchase orders.

----------*Continued on next page*----------

- Streamlined the company's quality control methods and their implementation.
- Generated all quarterly gross receipts tax filings with the NM Taxation and Revenue Department.
- Managed the growth of business opportunities at Trade Shows and emerging client markets, resulting in an increase of 50% in gross sales growth from 2014 to 2019.
- Analyzed quarterly sales data to set sales targets and adjust business plans accordingly.
- Negotiated the cost-of-goods and services with manufacturing companies to increase net profits.

New Mexico Legislative Education Study Committee 325 Don Gaspar #200 Santa Fe, NM 87501
Legislative Fiscal Analyst April 1, 2012-January 10, 2014

- Prepared and presented written report findings to the Legislative Education Study Committee (LESC).
- Drafted legislative bill analysis and fiscal impact reports for education related legislation.
- Formulated a section of House Bill 2 [General Appropriations Act (GAA)], the state budgets for the Public Education and Higher Education Departments.
- Produced joint reports with executive and legislative agencies, key stakeholders and school districts.
- Researched and reported the impact of enacted legislation on educational outcomes to the LESC.
- Conducted research and analysis on education policies, programs, appropriations, and expenditures.
- Evaluated the development of administrative procedures and state accountability standards.
- Created policy recommendations that improved fiscal transparency with the state education departments.
- Authored the following reports:
    - Staff Report: FY13 Recurring and Nonrecurring Appropriations to the Public Education Dept.;
    - A-F School Grading System: Instructional Audits (includes multiple reports and updates);
    - The Public School Funding Formula Overview (co-authored).

New Mexico Legislative Finance Committee 325 Don Gaspar #100 Santa Fe, NM 87501
Legislative Program Evaluator December 1, 2010-March 31, 2012

- Audited the state's annual budget (GAA), in collaboration with agency colleagues.
- Evaluated the state education departments' inefficient use of funds, resources, facilities, and staffing.
- Reported findings, best practices, and recommendations to the Legislative Finance Committee (LFC).
- Directed investigative field work: reviews of financial statements, onsite assessments, and staff surveys.
- Compiled and evaluated financial and student assessment data and reported statistical correlations.
- Advanced policy recommendations to improve fiscal accountability at agencies, and school districts.
- Co-authored the following reports:
    - Students at a Crossroads: A Study of New Mexico's 12th Grade;
    - Higher Education: Central New Mexico and Dona Ana Community Colleges;
    - Public Education Department: Developing Early Literacy in New Mexico.

Community Counseling Services 100 Montgomery St. #2270 San Francisco, CA 94104
Associate Director June 1, 2008-August 31, 2010

As a non-profit fundraising consultant with CCS, I managed over 25 staff members, 180 volunteers, and 18 sub-organizations capital campaigns, raising over $10 million in pledges and funds. I also directed donor identification, research, cultivation, and solicitations of donors by implementing strategic fundraising plans, communication tactics, and bilingual marketing materials. A list of these organizations are detailed below:

Yavapai Regional Medical Center (YRMC) Foundation Prescott, AZ
Director of Advancement for Gifts of Life Capital Campaign

----------*Continued on next page*----------

- Served as the foundations Capital Campaign Manager and Interim-Director of Advancement.
- Directed cultivation activities including, hosted special events, business leader receptions, hospital guided tours, one-on-one meetings with high level donors, and private foundation information sessions.
- Organized a Charity Golf Tournament with the Hassayampa Ladies Golf Association to benefit The Breast Care Center at YRMC raising over $25,000 and securing follow-up with high level donors.
- Provided direction to the hospital President and CEO of YRMC on cultivating and soliciting leadership prospects, in order to re-engage a donor, resulting in a $2 million gift.

Research to Prevent Blindness New York, NY
Development Consultant
- Evaluated the organizations fundraising potential by conducting a Fundraising Feasibility Study.
- Completed key interviews of board members, staff, donors and general supporters.
- Identified key weaknesses in the organizations staffing and leadership that hindered future fundraising.
- Created a strategic plan, reported findings and recommendations to the Executive Director and Board.

Saint Elizabeth Ann Seton Church North Platte, NE
Development Director for Committing to the Faith Capital Campaign
- Served as the parishes Capital Campaign Manager.
- Developed and implemented the capital campaign plan, goals, literature, and solicitation guides.
- Advised parish leadership in the fundraising process, and provided expertise in conducting solicitations.
- Raised over $825,000 in a course of 6-weeks reaching 110% of the fundraising goal.

Catholic Diocese of Honolulu Big Island, HI
Development Associate for With Grateful Hearts Capital Campaign
- Served as a multi-parish Capital Campaign Manager implementing the campaign plan and goals at each.
- Directed key staff in conducting solicitations, directed responses and follow-up, and securing funding.
- Provided coordinated direction across multiple islands for 11 parishes.
- Raised over $3 million in a course of 11 months averaging over 200% of the fundraising goal.

Catholic Diocese of Stockton Stockton, CA
Development Associate for Church of Tomorrow Capital Campaign
- Served as a multi-parish Capital Campaign Manager implementing the campaign plan and goals at each.
- Trained staff and volunteers in the solicitation process, conducting over 2,000 solicitations.
- Managed the data collection of all gifts and pledges with a high level of discreetness and confidentiality.
- Raised over $5 million in a course of 7 months reaching 150% of the fundraising goal.

BOARDS & LEADERSHIP EXPERIENCE

Candidate for Santa Fe County Clerk Santa Fe, NM
Primary Election Candidate
2019-2020

Acequia Madre Elementary Parent Teacher Committee Santa Fe, NM
Executive Board Member
Treasurer 2019-Present
Secretary 2018-2019

----------*Continued on next page*----------

New Mexico Breastfeeding Task Force Albuquerque, NM
Education & Communications Committee Chairman
Board of Directors 2016-2020

Santa Fe Public Library Santa Fe, NM
Bilingual Books & Babies Program Instructor & Coordinator
2016-2018

Women, Infants, and Children (WIC) Program Santa Fe, NM
Breastfeeding Peer Councilor & Support Group Facilitator
2016-2017

TALK, The New Sex Ed Pittsburgh, PA
Executive Board Member & VP of Development & Community Relations
Treasurer 2010-2014/2016-Present & 2014-2016

Santa Fe Youth Works Santa Fe, NM
Executive Board Member
Secretary 2012-2016

Carnegie Mellon University, H. John Heinz III College Pittsburgh, PA
Alumni Association Board Member
Fundraising Committee Chairman 2010-2014

Signature: Elizabeth Peterson
Elizabeth Peterson (Apr 8, 2021 16:25 MDT)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Apr 8, 2021 16:29 MDT)

Email: jjsanchez@santafenm.gov

Signature:
Kyra Ochoa (Apr 8, 2021 16:31 MDT)

Email: krochoa@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **April 28, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa, Community Health & Safety Department Director KO
KO

Julie J. Sanchez, Youth & Family Services Division Director JJS
JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager, Youth & Family Services Division** EP
EP

ITEM AND ISSUE: Recommendation of appointment of Carrie Thielen, Christina Bruce and Emily Hazous to the Human Service Committee (HSC). (Elizabeth Peterson, Children and Youth Program Manager and Human Services Committee Liaison, empeterson@santafenm.gov (505) 470-3160)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee was established by resolution 2012-3 by Mayor David Coss 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 is advisory and makes funding recommendations to the Governing Body. The Commission is seeking candidates to fill three (3) member vacancies.

Membership is comprised of seven (7) members appointed by the Mayor with approval from the Governing Body. Considerations shall be made to ensure that the membership reflects a range of ages, lived experience and professional and community backgrounds.

Carrie Thielen is the Community Health Program Manager for Northern New Mexico for Presbyterian Healthcare Services. She also holds a Master of Public Health from the University of Colorado.

Chistina Bruce led workforce development, organizational development, diversity and minority recruitment for the Department of Health and Human Services' National Cancer Institute at the National Institutes of Health and more recently provided internal training assessments and interventions, management consultations and leadership coaching for a health network of 6,000 employees in the Washington DC, Maryland and Virginia areas.

Emily Hazous is a Research Scientist at the Pacific Institute for Research and Evaluation holds a PhD in Nursing and an MSN in Oncology Nursing from Yale University. Ms. Hazous is one of fewer than 100 PhD trained Native American nurses in the United States. Her research is centered on Native American community priorities and is guided by the standards of Indigenous sovereignty.

These appointments would replace open vacancies.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request appointment of the above-mentioned to the Children and Youth Commission.

Carrie Thielen, MPH, RD

EDUCATION

Master of Public Health, Community and Behavioral Health
Colorado School of Public Health, University of Colorado Anschutz Medical Campus / 2016

Bachelor of Science, Human Nutrition and Dietetics
University of Northern Colorado / 2014
Accredited Dietetic Internship, Community Health Education and Counseling Focus / 2015

Bachelor of Arts, Political Science
University of Colorado Boulder / 2001

CERTIFICATIONS & LICENSURE

Registered Dietitian, Commission on Dietetic Registration
Certificate of Training in Adult Weight Management

PROFESSIONAL EXPERIENCE

Community Health Program Manager, Northern New Mexico
Presbyterian Healthcare Services / 2020 – present

- Manage the implementation and coordination of hospital community health assessments and improvement plans through relationship building, community engagement, evidence-based and responsive programming, marketing and outreach, financial management, program evaluation and data reporting.
- Promote the adoption and implementation of an overall community health approach across the health system; participate on the Social Determinants of Health, LGBTQ and Equity of Care committees.
- Oversee the Share Our Strength Community-Clinical Linkage Innovation grant to increase access to healthy food for food insecure families in Northern New Mexico.

Principal Consultant / Supervisor
CO Department of Education, School Nutrition Unit / 2016 - 2020

- Secured, led and coordinated $1.9 million in grant funding aimed at ending childhood hunger; develop strategic priorities, work plans and budgets, manage statewide technical assistance and training activities, cultivate strategic partnerships, report grant deliverables and oversee funding sustainability.
- Oversaw the expansion of the Community Meals Grant Program in partnership with Share our Strength.
- Responsible for unit evaluation activities that promote a culture of quality improvement and learning; design evaluation plans, oversee needs assessments, monitor short and long-term performance metrics, conduct data analysis and present data through presentations, fact sheets, reports, maps and dashboards.
- Served on leadership team, supervise and motivate staff, conduct performance evaluations, hire and onboard new employees, conduct team trainings and manage unit through change initiatives.
- Led the development and implementation of the unit's first strategic plan to align with organization goals and promote innovative and data-informed approaches.
- Designed communication, media and outreach strategies to strengthen program visibility and cross-sector collaboration.
- Chair of the Colorado Blueprint to End Hunger Maximizing Child Nutrition workgroup; collaborated with 35 community organizations to identify, prioritize and implement statewide initiatives to increase participation in child nutrition programs.

Program Consultant
CO Department of Public Health and Environment, Early Childhood Obesity Prevention Unit / 2015 - 2016 (contract)

- Coordinated, disseminated and evaluated the *9 Ways to Grow Healthy Colorado Kids*, a statewide communication campaign to reduce early childhood obesity.
- Wrote grant proposals to support community health initiatives with evidence-based programming and funding.
- Developed strategic partnerships with community, clinical and government providers to increase impact and reach of programming.
- Served as subject matter expert on strategies that strengthen systems to promote breastfeeding, healthy eating and physical activity across the lifespan through professional presentations, work plan development and internal/external trainings.
- Collected, analyzed and presented data to inform the rollout of phone and web-based nutrition education options in Colorado Women, Infants and Children.

Development and Marketing Manager
The New Mexico Collaboration to End Hunger / 2012

- Planned, implemented and evaluated statewide programs that increase participation in child nutrition programs in partnership with the Share Our Strength No Kid Hungry Campaign.
- Managed the administration of the Summer Weekend Food Bag Grant Program reaching 2,400 food insecure families in rural and tribal communities.
- Coordinated fundraising activities, including grant writing and reporting for foundation, corporate and government funding sources.
- Developed and implemented organizational communication plan, including oversight of marketing budget, press relations, marketing materials, event planning, website, education materials and social media.
- Collaborated with stakeholders to develop and implement organization strategic plan.
- Supervised, trained and mentored marketing and fundraising assistant and AmeriCorps staff members.

Marketing, Public Relations and Fundraising Management
Various employers / Santa Fe, NM, Boulder, CO, Denver, CO / 2004 – 2011

- Increased community awareness and financial support for non-profit organizations through fundraising events, grant writing, donor relations and marketing and outreach**.**
- Oversaw national and local marketing and public relations programs through community outreach and events, graphic design, advertising, media relations and marketing material development.

COMMUNITY & PROFESSIONAL LEADERSHIP

Committee Member, Advocacy Committee, The Food Depot / present
Preceptor, Dietetic Interns and Public Health Capstone Students / present
Workgroup Chair and Data & Evaluation Committee Member, Colorado Blueprint to End Hunger / 2018-2019
Member, Colorado State Nutrition Action Council, SNAP-Ed / 2018-2019
Member, Equitable Evaluation Collaboratory / 2019
Growing Leaders Program Graduate, Association of State Public Health Nutritionists / 2018
Nutrition Educator, Cooking Matters Colorado / 2013 - 2016
Marketing Co-Chair, Board of Directors, Colorado Academy of Nutrition and Dietetics / 2013 - 2015
Public Relations Chair, Board of Directors, Denver Dietetic Association / 2013 – 2014

CHRISTINA BRUCE
908 TRAIL CROSS COURT
SANTA FE NM 87505
301-813-6980

Resume 2014 to present

Adventist HealthCare

Senior Leadership and Organizational Development Specialist

Upon retiring from federal service, joined a small team of Executive Coaches and Organizational Development staff providing internal training assessments and interventions, management consultations and leadership coaching for a health network of 6,000 employees in the Washington DC, Maryland and Virginia areas. Serve as the most senior OD and Coaching practitioner on the team.

1998 – 2013

U.S. Department of Health and Human Services, National Institutes of Health

For fifteen years, successfully led workforce development, organizational development, diversity and minority recruitment for the premier cancer-research facility in the world, the Department of Health and Human Services' National Cancer Institute at the National Institutes of Health.

2004 to 2013

Director, Office of Workforce Management and Development, NCI

Created a new Office of the Director (OD) program tasked with designing methodologies for the continuous integration of human capital and diversity management practices into NCI's scientific mission and organizational objectives.

1998 - 2004

Director, Office of Diversity and Employment Programs, NCI

Created and led an Office of the Director (OD) staff tasked with moving the NCI from a traditional reactive EEO program to a proactive diversity program. Responsible for programs to facilitate the hiring, advancement, development, equitable treatment and inclusion of all employee groups, with the goal of moving closer to achieving an employee profile reflecting diversity at every occupation and grade level.

1991 to 1997

EEO Investigator/Trainer

Delany, Siegel, Zorn and Associates, Boston, MA

Counseled and investigated over 150 cases of alleged employment discrimination for federal agencies. Conducted several dozen two and three day seminars titled "EEO for Managers and Supervisors," training managerial staff of the FDIC and the RTC in the area of federal EEO law compliance. Training emphasized workplace discrimination and assisted managers and supervisors to better understand cultural bias and develop a greater cultural sensitivity towards minority groups.

ADDITIONAL PROFESSIONAL TRAINING AND CERTIFICATIONS

Certified Executive and Leadership Coach, University of Georgia
Institute for Conflict Management, Certification in Mediation
Harvard University, John F. Kennedy School of Government, Executive Education Program
"Driving Government Performance"

EDUCATION

Bachelor's degree, major in English, minor in Art History
Florida International University, Miami, FL
Completed all work except capstone project for Master's degree in Management
University of Maryland, College Park, MD

LANGUAGES

English, Spanish

Emily A. Haozous, PhD, RN, FAAN

Research Scientist
Pacific Institute for Research and Evaluation

Professional Summary

My program of research and publication reflects my Indigenous values and identity. I am one of fewer than 100 PhD-trained Native American nurses in the United States, and I take this responsibility seriously in my role as a researcher and evaluator. My research is centered in Native American community priorities and is guided by the standards of Indigenous sovereignty.

Education

- PhD | Nursing | Yale University, 2009
- MSN | Oncology Nursing | Yale School of Nursing, 2003
- B.A. | Music | University of California, Santa Cruz, 1995

Relevant Experience

2018-2020 Research Scientist, Pacific Institute for Research and Evaluation, Albuquerque, NM
2016-2018 Associate Professor, Tenured, University of New Mexico College of Nursing
2009-2016 Assistant Professor, Tenure-track, University of New Mexico College of Nursing
2003-2007 Research Nurse Practitioner, Yale University School of Nursing, New Haven, CT
2002-2004 Research Nurse, Yale University School of Nursing, New Haven, CT

Relevant Experience Selected Awards, Honors, and Appointments

2020 Director's Award: Trinity Nuclear Test Risk Assessment Study Team, National Cancer Institute
2016-2020 National Advisory Council, Institute for Nursing Leadership
2017- National Advisory Committee, Robert Wood Johnson Culture of Health Leaders Program
2016 Regent's Professor, University of New Mexico Board of Regents
2015 Fellow, American Academy of Nursing

Selected Research, Grants and Contracts

- R01 MD010292 (Willging): NIH/NIMHD; (07/2015-12/2020)
  Improving Native American Elder Access to and Use of Healthcare through Effective Health System Navigation
  This mixed-method project engages Native American elders in designing and implementing assessments of healthcare and insurance access and utilization in this population. The resulting qualitative and quantitative data are informing the design and testing a patient navigation program to improve access and utilization.
  Role: Co-Investigator
- ---- (Moore): California Department of Health; (10/2016-04/2022)
  California Reducing Disparities Project (CRDP) – Native American TA Provider
  PIRE is the Native American technical assistance provider to the Implementation Pilot Projects (IPPs) within the California Reducing Disparities Project (CRDP) Phase 2. As TA Provider, PIRE supports relevant IPPs in evaluating their individual programs and enhancing their organizational infrastructures.
  Role: Senior Advisor/ TA Provider
- NU1ROT00111-01-01 (English): Centers for Disease Control and Prevention; (07/2020-06/2021)
  Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crises.
  This project evaluates COVID-19 activities, patterns, strengths, gaps, and potential best practices across the 27 Tribe Service Area served by the Albuquerque Area Southwest Tribal Epidemiological Center. This

subcontract supports the qualitative data analysis arm of this project, in which data from prevention and response strategies, communications resources, and protocols are evaluated by the PI to be included within the larger evaluation of COVID-19 response.
Role: Subcontractor Principal Investigator

Selected Publications and Reports

- Shiels, M. S., et al. (2020). "Trends in Mortality From Drug Poisonings, Suicide, and Alcohol-Induced Deaths in the United States From 2000 to 2017." JAMA Network Open **3**(9): e2016217-e2016217.
- Potischman, N., Salazar, S. I., Scott, M. A., Naranjo, M., **Haozous, E.**, Bouville, A., & Simon, S. L. (2020). Methods and findings on diet and lifestyle used to support estimation of radiation doses from radioactive fallout from the Trinity nuclear test. *Health Physics, 119*(3), 390-399. doi:10.1097/HP.0000000000001303
- Scorsone, K. L., **Haozous, E. A.,** Hayes, L., & Cox, K. J. (2020). Overcoming Barriers: Individual Experiences Obtaining Medication-Assisted Treatment for Opioid Use Disorder. *Qual Health Res*, 1049732320938689. doi:10.1177/1049732320938689
- Spillane, S., Shiels, M. S., Best, A. F., H**aozous, E. A**., Withrow, D. R., Chen, Y., . . . Freedman, N. D. (2020). Trends in Alcohol-Induced Deaths in the United States, 2000-2016. *JAMA Netw Open, 3*(2), e1921451. doi:10.1001/jamanetworkopen.2019.21451
- Sommerfeld, D. H., Jaramillo, E. T., Lujan, E., **Haozous, E.**, & Willging, C. E. (2019). Health Care Access and Utilization for American Indian Elders: A Concept-Mapping Study. *J Gerontol B Psychol Sci Soc Sci*. doi:10.1093/geronb/gbz112
- Jones, E. J., **Haozous, E.**, Larsson, L. S., & Moss, M. P. (2019). Perspectives on Conducting Research in Indian Country. *Nurs Res, 68*(6), 488-493. doi:10.1097/NNR.0000000000000379
- Best, A. F., **Haozous, E. A.,** de Gonzalez, A. B., Chernyavskiy, P., Freedman, N. D., Hartge, P., . . . Shiels, M. S. (2018). Premature mortality projections in the USA through 2030: a modelling study. *Lancet Public Health, 3*(8), e374-e384.
- **Haozous, E.**, Rangel, V., & Burton, S. (2017). *Health Impact Assessment: Indian Health Services Budget and urban Indian budgeting decisions*. Retrieved from Santa Fe, NM: http://nmhep.org/wp-content/uploads/IHS-HIA-Final.pdf
- Shiels, M. S., Chernyavskiy, P., Anderson, W. F., Best, A. F., **Haozous, E. A**., Hartge, P., . . . Berrington de Gonzalez, A. (2017). Trends in premature mortality in the USA by sex, race, and ethnicity from 1999 to 2014: an analysis of death certificate data. *Lancet, 389*(10073), 1043-1054. doi:10.1016/S0140-6736(17)30187-3
- **Haozous, E. A.**, Doorenbos, A., Alvord, L. A., Flum, D. R., & Morris, A. M. (2016). Cancer Journey for American Indians and Alaska Natives in the Pacific Northwest. *Oncol Nurs Forum, 43*(5), 625-635. doi:10.1188/16.ONF.625-635
- Gebauer, S., Knox Morley, S., **Haozous, E. A**., Finlay, E., Camarata, C., Fahy, B., . . . Marr, L. (2016). Palliative Care for American Indians and Alaska Natives: A Review of the Literature. *J Palliat Med, 19*(12), 1331-1340. doi:10.1089/jpm.2016.0201
- **Haozous, E. A.**, & Neher, C. (2015). Best Practices for Effective Clinical Partnerships with Indigenous Populations of North America (American Indian, Alaska Native, First Nations, Metis, and Inuit). *Nurs Clin North Am, 50*(3), 499-508. doi:10.1016/j.cnur.2015.05.005
- **Haozous, E. A.**, Strickland, C. J., Palacios, J. F., & Solomon, T. G. (2014). Blood politics, ethnic identity, and racial misclassification among American Indians and Alaska Natives. *J Environ Public Health, 2014*(321604), 321604. doi:10.1155/2014/321604
- **Haozous, E. A.**, & Knobf, M. T. (2013). "All my tears were gone": suffering and cancer pain in Southwest American Indians. *J Pain Symptom Manage, 45*(6), 1050-1060. doi:10.1016/j.jpainsymman.2012.06.001
- **Haozous, E. A**., & Goins, R. T. (2012). Becoming an elder: Native women and aging. In J. R. Joe & F. C. Gachupin (Eds.), *Health and social issues of Native American Women* (pp. 101-112). Santa Barbara, CA: Praeger.
- **Haozous, E**., Doorenbos, A. Z., Demiris, G., Eaton, L. H., Towle, C., Kundu, A., & Buchwald, D. (2012). Role of telehealth/videoconferencing in managing cancer pain in rural American Indian communities. *Psychooncology, 21*(2), 219-223. doi:10.1002/pon.1887
- **Haozous, E. A**., Knobf, M. T., & Brant, J. M. (2011). Understanding the cancer pain experience in American Indians of the Northern Plains. *Psychooncology, 20*(4), 404-410. doi:10.1002/pon.1741

Signature: Elizabeth Peterson
Elizabeth Peterson (Apr 28, 2021 09:27 MDT)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Apr 28, 2021 09:37 MDT)

Email: jjsanchez@ci.santa-fe.nm.us

Signature:
Kyra Ochoa (Apr 28, 2021 11:05 MDT)

Email: krochoa@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: May 7, 2021

TO: City Council

FROM: Mayor Alan Webber

RE: Appointments of Children and Youth Commission and Human Services Committee

I would like to make the following appointments:

Children and Youth Commission
Richard Lindahl – Reappointment – Term Ending 01/2023 (resume attached)
Elisabeth "Lisa" G. Salazar – Reappointment – Term Ending 01/2024 (resume attached)
Andrea Sandoval – Reappointment – Term Ending 01/2024 (resume attached)
Crystal Ybarra – Reappointment – Term Ending 01/2021 (resume attached)
Sarah Amador-Guzman – Appointment – Term Ending 01/2024 (resume attached)
Kendal Chavez – Appointment – Term Ending 01/2024 (resume attached)
Chanelle Delgado – Appointment – Term Ending 01/2023 (resume attached)

Human Services Committee
Christina Bruce – Appointment – Term Ending 03/2023 (resume attached)
Emily A. Haozous, PhD, RN, FAAN – Appointment – 03/2023 (resume attached)
Carrie Thielen, MPH, RD – Appointment – Term Ending 03/2024 (resume attached)

City of Santa Fe, New Mexico
Memorandum

DATE: **April 6, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa, Community Health & Safety Department Director KO

Julie J. Sanchez, Youth & Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager, Youth & Family Services Division** EP

ITEM AND ISSUE:
Reappointment of Richard Lindahl, Lisa Salazar, Crystal Ybarra, Andrea Sandoval to the Children and Youth Commission (CYC).

BACKGROUND AND SUMMARY:
The Santa Fe Children and Youth Commission was established to survey and assess the needs of the children and youth within the city of Santa Fe; identify and recommend to the governing body legislation, policies, and programs that promote the healthy development of young people; determine priorities for program development; advocate in the community on behalf of children and youth; and plan short- and long-range improvements for young people by applying a results-based framework, from birth through the age of 21.

The Commission receives three percent (3%) of the gross receipts tax and administers funding to local nonprofits on a two-year cycle at approximately $1.2 million annually. The Commission works in partnership with the City liaison and the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate, and support child and youth efforts in the Santa Fe community and present a plan to the governing body for approval.

The commission consists of a minimum of 7 residents of Santa Fe County appointed by the Mayor and approved by the Governing Body.

Richard Lindahl has worked for various Executive agencies including the Children, Youth and Families Department, Corrections Department, and Governor's Office of Criminal Justice Planning. He has an MBA from the University of New Mexico, and a Bachelor of Arts and Juris Doctor from the University of Minnesota.

Lisa Salazar holds a Doctorate in Educational Leadership and a Master's Degree in Counseling with 23 years of experience with the Public Education Department in education and counseling and 1.5 years' experience in Corrections.

Crystal Ybarra has worked in the Santa Fe Public Schools since 2013 in various capacities and most recently as the Deputy Chief Equity, Diversity and Engagement Officer. Ms. Ybarra holds an MSW and MBA from NM Highlands University.

Andrea Sandoval has 15 years of experience in probation and community outreach. Ms. Sandoval is the Chief Juvenile Probation Officer District 1 Santa Fe, Rio Arriba, Los Alamos Counties for Children Youth and Families Department. Prior to that she was the Juvenile Probation/Parole Supervisor for CYFD for Santa Fe and Rio Arriba counties. Ms. Sandoval holds a Bachelor of University Studies (Emphasis Criminology) from UNM.

The terms for the above-mentioned members' expired and they have expressed interest in continuing to serve on the board.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request reappointment of the above-mentioned to the Children and Youth Commission.

Crystal A. Ybarra, LCSW, MBA

OBJECTIVE

To utilize my expertise and knowledge to support the local community, to include all stakeholders, through participation of the Children and Youth Commission.

SKILLS SUMMARY

Clinical

- Knowledge of the DSM-IV-TR and DSM-V
- Offer counseling/therapeutic services to clients and their families
- Complete risk assessments, biopsychosocials, treatment plans and discharge plans
- Utilization of progress notes and monthly chart reviews
- Assess and adjust services as needed to ensure client's needs and treatment plan goals are being met
- Supportive, empowering and empathic nature
- Provide on-call assistance to clients and their families

Case Management

- Complete discharge plans and follow up care
- Work closely staff in the community, such as other providers, schools and judicial systems, to ensure client needs are being met
- Consult with other agencies to ensure aftercare plans are in place
- Provide necessary referrals to clients and their families

Communication

- Excellent communication skills with professionals in the community, staff, clients and their family
- Empathic nature
- Exceptional listening skills
- Behavioral health training provided to large and small groups

Leadership and Supervision

- Lead projects and group meetings
- Lead counseling groups and direct client-based meetings
- Supervision of support staff
- Supervision of intern students

Business Expertise

- Budget analyst abilities
- Business strategy and planning
- Understanding of policy and procedure creation and utilization
- Microsoft Word, Access, Excel and PowerPoint

PROFESSIONAL EXPERIENCE

07/2020- Current	**Santa Fe Public Schools**, Deputy Chief Equity, Diversity and Engagement Officer, Santa Fe, NM James Lujan, (505) 670-1698
03/2019- 06/2020	**Santa Fe Public Schools**, Social Services Coordinator for Community Engagement, Santa Fe, NM David Carl, (505) 467-2035
07/2017- 03/2019	**Santa Fe Public Schools**, Social Worker for Community Engagement, Santa Fe, NM Jeff Gephart, (505) 467-2035
12/2013- 07/2017	**Santa Fe Public Schools**, Program Coordinator, Santa Fe, NM Michael Lovato, (505) 467-1000
05/2013- 11/2013	**Christus St. Vincent**, Crisis Counselor, Santa Fe, NM (505) 983-3361
04/2013- 12/2013	**Santa Fe County**, Therapist, Santa Fe, NM Eli Fresquez/Tina Sanchez, (505) 992-9880
05/2011- 04/2013	**Presbyterian Medical Services**, Mental Health Therapist, Santa Fe, NM Patricia Greenan, (505) 986-9633
12/2010- 05/2011	**Los Alamos National Laboratory**, Financial Business Analyst 1, Los Alamos, NM Corine Romero, (505) 667-5061
01/2009- 12/2010	**Los Alamos National Laboratory**, Financial Business Analyst 1, Los Alamos, NM AJ Herrera, (505) 667-5061
09/2007- 12/2008	**Presbyterian Medical Services**, Behavioral Management Specialist/Community Support Worker, Santa Fe, NM Terry Sine, (505) 986-9633

EDUCATION

August 2009	**Master of Social Work**, New Mexico Highlands University, Rio Rancho, NM
August 2009	**Master of Business Administration**, New Mexico Highlands University, Rio Rancho, NM
May 2007	**Bachelor of Arts in Psychology**, College of Santa Fe, Santa Fe, NM
December 2005	**Associate of Arts in Criminal Justice**, Santa Fe Community College, Santa Fe, NM

OTHER TRAINING AND AFFILIATIONS

Licensed Clinical Social Worker (License No. C-08559)
Level III Pre K-12 School Social Worker (License No. 381074)
Children and Youth Commissioner
Community Schools Councilor
Santa Fe Public Schools Equity Lead
CEU Compliant

REFERENCES AVAILABLE UPON REQUEST

Andrea M. Sandoval

Professional Summary

Dedicated community member with 15 years of probation work and community outreach experience. Compassionate leader with exceptional communication skills. Organized problem solver with the ability to mentor and develop staff. Ability to partner with youth and families and develop individualized plans for success.

Work Experience

Children, Youth and Families **September 2018 to Present Date**
Chief Juvenile Probation Officer District 1 Santa Fe, Rio Arriba, Los Alamos Counties

- Supervise/manage the District 1 Juvenile Probation/Parole Offices ensuring that staff is compliant with HR and Juvenile Justice Services policy and procedures.
- Maintain effective supervision of personnel, efficient operation of district, and delivery of services in accordance with Juvenile Justice Service's policy, procedures, and standards.
- Maintain and complete Employee Evaluations in an accurate and timely manner in accordance with departmental policy.
- Provide quality customer service to our clients, families, providers and the public as a whole.
- Ensuring the workplace is a safe, respectful and professional environment for clients, families and employees.
- Provide outreach and community representation for the probation office as a representative of the Juvenile Justice Division and CYFD.
- Mentor and train staff on all aspects of the position to include, intake, informal services, court, probation services and supervised release.
- Ensuring that all law enforcement referrals are handled in an expedited and fair fashion.
- Attend and participate in weekly JDAI Detention meeting and in weekly/monthly staffing with community providers.

Children, Youth and Families **1920 Fifth Street, Santa Fe, NM**
Juvenile Probation/Parole Supervisor *(Santa Fe)* **March 2007 to Present Date**
(Rio Arriba) **January 2006 to March 2007**

- Supervise/manage the Santa Fe Juvenile Probation/Parole Office ensuring that staff is compliant with HR and Juvenile Justice Services policy and procedures.
- Maintain effective supervision of personnel, efficient operation of office, and delivery of services in accordance with Juvenile Justice Service's policy, procedures, and standards.
- Maintain and complete Employee Evaluations in an accurate and timely manner in accordance with departmental policy.
- Provide quality customer service to our clients, families, providers and the public as a whole.

- Ensuring the workplace is a safe, respectful and professional environment for clients, families and employees.
- Provide outreach and community representation for the probation office as a representative of the Juvenile Justice Division and CYFD.
- Mentor and train staff on all aspects of the position to include, intake, informal services, court, probation services and supervised release.
- Ensuring that all law enforcement referrals are handled in an expedited and fair fashion.
- Attend and participate in weekly JDAI Detention meeting and in weekly/monthly staffing with community providers.

Children Youth and Families **1920 Fifth Street, Santa Fe, NM**
Juvenile Probation/Parole Officer **May 2003 to January 2006**

- Receive, examine, and address law enforcement delinquency referrals. Conduct preliminary inquiries to determine course of action.
- Handle informal cases providing supervision, monitoring, and referrals for services on a voluntary basis.
- Supervise juveniles that have been place on conditional release of the court, probation and/or parole.
- Manage and supervise specialized caseload of sex offenders and youthful offenders.
- Case management techniques to monitor client's compliance of court orders and service delivery.
- Utilize interview and research skills to prepare pre-dispositional reports and home studies.
- Prepare specialized pre-dispositional reports, which include individualized recommendations for the court review at disposition.
- Attend Children's Court proceedings providing client's progress, compliance of court orders and Juvenile Probations recommendations for disposition.
- Collaborate with Community Providers, inter-agency divisions, District Attorney and Public Defender to provide specialized services to clients.
- Maintain successful partnerships with Community Providers
- Utilize computer on daily basis for data entry, report writing, and management of a high volume caseload.

Youth Shelters and Family Services **PO Box 28279, Santa Fe, NM**
Juvenile Community Corrections **November 2000 to May 2003**
Case Manager II

- Case management for adjudicated youth.
- Monitored client compliance with individualized treatment plans by conducting face-to-face meetings, home visits and collateral contacts.
- Supervision to monitor client's compliance of court orders and probation.
- Planned, organized, and facilitated educational, life skills, and drug and alcohol groups.
- Collaborated with the Juvenile Probation on case planning.
- Provided weekly and monthly progress reports to Juvenile Probation to ensure compliance with court orders.

Cornell Abraxas Juvenile Detention Center **4250 Airport Rd, Santa Fe, NM**
Life Skills Worker II **September 2000 to November 2000**

- Supervised adjudicated Federal juvenile residents within secured facility.
- Maintained structured interactions with clients in activities.
- Group Leader and presenter for daily group sessions.

AmeriCorps **109 ½ E. San Francisco St., Santa Fe, NM**
Safety Coordinator **January 2000 to September 2000**

- Coordinated neighborhood safety meetings and trainings with the Santa Fe Police Department and La Canada Community.
- Representative of AmeriCorps to Community Policing and Problem Solving team.
- Assisted with the revitalization community safety programs.
- Worked with at-risk youth in after school tutoring and life skill program.
- Organized and coached at-risk youth in summer basketball league.
- Team Leader in facilitating the construction project for the La Canada Neighborhood Community Room.

Education

Bachelor of University Studies (Emphasis Criminology) 1999
University of New Mexico
Albuquerque, NM

New Mexico Highlands University
Las Vegas, NM

References

Ted Lovato
Santa Fe, NM 87505

Honorable Judge Mary Marlowe-Sommer
225 Montezuma Ave,
Santa Fe, NM 87501

Matt Esquibel, County Office Manager
CYFD Protective Services
1920 Fifth Street
Santa Fe, NM 87505

Elisabeth “Lisa” G. Salazar

Professional Summary

Highly skilled and motivated Doctor who has exceptional leadership and fiscal planning skills. Possesses excellent writing, oral, and verbal communication abilities and has extensive knowledge of strategic planning and budget administration. Holds a Doctorate in Educational Leadership and a Master's Degree in Counseling with 23 years of experience with the Public Education Department in education and counseling and 1.5 years’ experience in Corrections.

Objective

To apply operational leadership skills, program management, and program development in a dynamic organization.

Core Qualifications

- Competent, reliable, and committed professional, with a proven record of success in assuming increasing levels of responsibility;
- Strong leadership, interpersonal and communication skills, and the ability to work effectively with a wide range of constituencies in a diverse environment;
- High degree of independence, creativity, and innovation with all levels of an organization;
- Proven ability to develop a vision, achieve a consensus, and deliver results in a variety of settings;
- Over 20 years’ experience in management including high level strategic planning and analysis;
- Demonstrated organizational and management skills including oversight of school operations and facility management;
- Able to effectively lead professionals within a school and correctional setting to interpret organizational and program effectiveness, including curriculum development, instructor qualification, program evaluation, student progression, and educational requirements.
- Extensive knowledge of the GED Testing Program, Adult Education, and College and Career Readiness;
- Exceptional skills with fiscal planning budgets and capital expenditures;
- Experienced with hiring firing and training staff;
- Knowledge of DSM V Disorders/treatment plans;
- Extensive knowledge of the Americans with Disabilities Act (ADA);
- Expert consultant regarding vocational rehabilitation, transferrable skills, and transitioning.

Experience

Project Director **11/2019- present**
Humans Services Department **Santa Fe, NM**
Behavioral Health Services Division

- Manage a five-year federal grant aimed at improving Assertive Community Treatment services throughout New Mexico;
- Manage the State General Funds for Native American and Veteran’s Services;
- Oversee daily grant activities, including coordination and implementation of provider services, budgetary oversight, and monthly invoice approval, infrastructure and workforce development, grant evaluation, and sustainability planning;
- Primary point of contact for the grant sub-recipients;

- Ensures collaboration and communication of efforts among grant partners and provides technical assistance as needed; Prepares all required reports and data to the grantor and ensures that all grant objectives are fulfilled;
- Schedule, attend, and facilitate meetings;
- Develop presentations and reports;
- Facilitate data and other requests;
- Draft and coordinate responses;
- Track progression and completion of tasks;
- Manage special projects;
- Request documents and work assignments from the executive leadership team and staff, as well as from external entities and partners;
- Report progress, determine tasks, and identify barriers and strategies for implementation of assignments.

Superintendent of Education **1/2016-7/2017**
Acting Director, Recidivism Reduction Division **Santa Fe, NM**
New Mexico Corrections

- Appointed as Director of the Recidivism Reduction Division including program management/development, fiscal planning, and budget administration for 140 employees;
- As Superintendent, responsible for providing comprehensive and high-quality educational programming (academic, Career Technical/vocational, and cognitive) for adult incarcerated individuals in NMCD custody across 11 correctional facilities (6 state-operated and 5 privately-operated prisons);
- Oversaw, implement, and evaluate educational programming and outcomes;
- Managed the Adult Basic Education, College and Career Readiness, Cognitive Education, Re-entry, Special Education, and State/Federal Education Programs;
- Evaluated and analyzed bills, rules and policies of governmental entities;
- Established and maintained a departmental culture that fosters effective and engaging learning that was appropriate to the correctional environment, as well as the needs and capacities of the students;
- Reviewed educational programming across all correctional facilities to ensure programs met court orders, as well as state/federal statutes and regulations; monitored all programming for compliance with mandates;
- Practiced an open and transparent administration; worked collaboratively sharing leadership and supporting development of staff;
- Supervised, observed and evaluated the Central Office administrative staff, oversaw supervision, observation and evaluation of Supervisors of Education and education staff within the correctional facilities;
- Oversaw the maintenance of accurate, complete, and appropriate educational records;
- Oversaw the preparation of reports as required by policy, regulations and procedure;
- Established and maintained relationships with NMCD administration, staff, incarcerated individuals, visitors and the general public;
- Established and maintained professional relationships with New Mexico Public Education Department (PED), New Mexico Higher Education Department (HED), Central Regional Educational Cooperative (CREC), Coalition of State Supported Education Programs (COSSEP), and other relevant bodies.

GED Director **7/2002-1/2016**
New Mexico Public Education Department **Santa Fe, NM**

- Managed the daily operation of the State's General Education Development (GED) Testing Program.
- Provided leadership, supervision, and training for a staff of 60 at the 45 Official GED Test Centers statewide; provide comprehensive and high-quality supervision and training in GED Testing and Adult Education for adult incarcerated individuals in custody across 11 correctional facilities (6 state-operated and five privately-operated prisons) for over 13 years. Demonstrated knowledge of adult basic education, College and Career Readiness, cognitive education, special education, teacher and administrator evaluations, and state and maintain and analyze statewide data; monitored outcomes and improved the productivity of the testing centers thereby improving the quality of the GED Testing Program; compiled and disseminated to the public and the official test centers accurate information on the GED testing program; Responded to critical situations daily;
- Led high-level strategic planning process to transition the entire state to computer-based testing; Facilitated planning sessions among diverse teams including the prison facilities, with varied objectives to achieve consensus on goals, strategies, and plans;
- Ensured compliance with policies and procedures as defined by GED Testing Service and the NMAC 6.30.3 including regular audits of test sites; investigated test compromises for fraud and cheating; communicated and explained GED/PED policy with school districts and disseminated information as necessary; supervised maintenance of State GED Records Database;
- Directed and led the PED's Early Warning System; facilitated the successful implementation of all phases of the Early Warning System in identified schools.

Director, Career Resource Center **10/2000-2002**
UNM-Los Alamos

- Directed management and coordination of the Career Resources Center; planned, scheduled, directed, and supervised the Career Resources Center to achieve high productivity; communicated effectively both orally and in writing to staff, faculty, students and patrons.
- Observed, recommended and developed customer-oriented programs and processes to increase departmental effectiveness. Increased use of Career Center by over 75%. Developed a partnership with the Department of Labor for a One-Stop Career Center.
- Planned, prepared, and managed program budgets and expenditures. Organized, coordinated and facilitated special programs, career fairs and events.
- Provided assistance to students, patrons and staff in all areas of the job search process. Assisted students and patrons with resume and cover letter writing, interviewing techniques, and career development.
- Academic Advisor-Assessed eligibility for admission into degree programs, evaluated transfer credits, and worked with students to resolve admission issues and blockages; analyzed student needs and assisted students to integrate interests and aptitudes into individualized interdisciplinary programs. Participated in The National Endowment for Humanities (NEH) Southwest Studies Working Group to design the curriculum for the Southwest Studies Degree Program.

- Electro-Mechanical Coordinator-Coordinated in co-sponsorship, with the Los Alamos National Lab the selection process for the two-year student Electro-Mechanical program. This involved marketing, screening, and interviewing applicants. Also, member of the advisory board and set up selection criteria.
- College Instructor-Taught Career Planning class (OLIT 293), which included career planning, and development, the job search process, resume/cover letter writing, and interviewing techniques.
- Cooperative Education Coordinator- Coordinated and presented to students and curriculum coordinators the cooperative education process.

Human Resources Manager **8/1998-10/2000**
Enchantment Refrigeration

- Developed and implemented policy; provided leadership in the areas of personnel, payroll, labor relations, training, and affirmative action; hired, terminated, trained and delegated personnel.
- Administered personnel/payroll system to meet management and employee needs.
- Determined appropriate grievance procedures relief; resolved labor disputes.
- Interfaced with Legal Staff in dealing with progressive discipline and grievances.
- Provided employee counseling and mediation.
- Interpreted personnel policies for employee effectiveness.
- Determined technical decisions and payments daily; made purchasing decisions on all levels.
- Made management decisions related to the office as deemed appropriate.

Vocational Rehabilitation Counselor **11/1991-7/1998**
NM Public Education Department (DVR)

- Provided guidance and counseling to mentally, socially and/or physically disabled individuals. Served as expert consultant regarding employment issues, alternative employment, transferable skills, and job modifications; conducted assessments and job analysis to determine vocational potential and provided recommendations; identified functional limitations and provided ancillary services for rehabilitation; made recommendations regarding reasonable accommodations under the Americans with Disabilities Act, (ADA).
- Planned, designed and developed individual written rehabilitation plans out of a controlled budget of over $100,000; counseled clients daily with various disabilities and maintained a caseload of 75 to 100 clients; successfully placed a minimum of 25 clients per year in an appropriate working environment;
- Developed and maintained contacts with referral agencies, community resources, schools, pueblos, public and professional groups. Transitioned disabled high school students from school to work. Supervised rehabilitation technicians and secretaries;
- Functioned as facilitator and area staff developer, regarding case staffing, counseling techniques and resources;
- Served as consultant on workmen's compensation issues. Promoted from VR Counselor II to VR Counselor III; transferred from the Albuquerque office to the Santa Fe office in January 1994; Attended numerous interagency training.

Education

Doctor of Education: Educational Leadership **2015**
The University of New Mexico
Master of Arts: Counseling **1992**
Webster University
Bachelor of Arts: Psychology **1990**
The University of New Mexico

Certifications/Licenses

Licensed Professional Clinical Mental Health Counselor (LPCC) **License No. 1769**
National Certified Counselor (NCC) **License No. 32253**
Level III K-12 School Counselor **License No. 292294**
Certified Practitioner of Neuro-Linguistic Programming

Affiliations/Honors

Appointed by the Mayor and City Council of Santa Fe as a Children and Youth Commissioner February 2014. Nominated as Vice Chair of the Commission in 2016 and continue to hold that position. The City, through the Children and Youth Commission, improves the lives of Santa Fe children by providing funding and support for local nonprofit organizations and public-school programs that work toward improving the lives of at-risk youth.

Top 20 Finalist to be the Advice Guru for Good Morning America (GMA), (November 2010 to January 2011) Selected out of 15,000 applicants across the country; submitted video to GMA and appeared on national television throughout the selection process; and, provided online advice through the GMA website. http://abcnews.go.com/GMA/DearGMA/dear-gma-advice-guru-finalist-elisabeth-salazar/story?id=12381746

References available upon request

Resume for Richard Lindahl

I have worked in many capacities for the State of New Mexico, both in the Executive branch and the Legislature. I also have extensive experience as a part-time Hearing Officer for the State, and am a certified mediator through the state Office of Alternative Dispute Prevention and Resolution Bureau.

Legislative work experience: 2008-2021:
For many years I have worked during the Legislative Session as a Committee Bill Analyst, both for the House of Representatives and the Senate, analyzing legislation, organizing the Committee's activities, and meeting with members of the public regarding legislation.

State Government work experience: 1981-2008
I have worked for various Executive agencies including the Children, Youth and Families Department, Corrections Department, and Governor's Office of Criminal Justice Planning. This has provided me with extensive managerial experience, having supervised many large bureaus in state government. I have much grant-writing experience, and have served on many committees evaluating grant proposals. In addition, I have staffed many state criminal and juvenile justice committees appointed by previous Governors.

Consulting work experience: 2008-present
I am an experienced management consultant, having provided on-site training and technical assistance to community organizations, agencies, cities and counties to work together collaboratively to improve juvenile justice operations. I have trained in several states on these topics. I am also very familiar with the organizations that serve children and youth in Santa Fe, in my professional role, and also as Rotary Club member reviewing applications from youth-serving agencies for funding from the Pancakes on the Plaza funds raised by Rotary. I also consult as an Administrative Hearing Officer for the state and private organizations.

Education: Master's in Business Administration from the University of New Mexico, and a Bachelor of Arts and Juris Doctor from the University of Minnesota.

Other interests/activities: I volunteer at the Interfaith Community Shelter at Pete's Place, working with residents who are homeless, and am also on the Board of Directors for the Shelter, serving as Chair of the Finance Committee. I am a member of the Santa Fe Centro Rotary Club and a member of the First Presbyterian Church in downtown Santa Fe. I was also a member of the previous Regional Juvenile Justice Board for the City, before it merged with the CYC.

Signature: Elizabeth Peterson
Elizabeth Peterson (Apr 7, 2021 13:01 MDT)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Apr 7, 2021 13:02 MDT)

Email: jjsanchez@santafenm.gov

Signature:
Kyra Ochoa (Apr 7, 2021 13:06 MDT)

Email: krochoa@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **April 6, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa, Community Health & Safety Department Director KO

Julie J. Sanchez, Youth & Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager, Youth & Family Services Division** EP

ITEM AND ISSUE: Recommendation of appointment of Chanelle Delgado, Kendal Chavez and Sarah Amado-Guzman to the Children and Youth Commission (CYC).

BACKGROUND AND SUMMARY:
The Santa Fe Children and Youth Commission was established to survey and assess the needs of the children and youth within the city of Santa Fe; identify and recommend to the governing body legislation, policies, and programs that promote the healthy development of young people; determine priorities for program development; advocate in the community on behalf of children and youth; and plan short- and long-range improvements for young people by applying a results-based framework, from birth through the age of 21.

The Commission receives three percent (3%) of the gross receipts tax and administers funding to local nonprofits on a two-year cycle at approximately $1.2 million annually. The Commission works in partnership with the City liaison and the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate, and support child and youth efforts in the Santa Fe community and present a plan to the governing body for approval.

The commission consists of a minimum of 7 and no more than 17 residents of Santa Fe County appointed by the Mayor and approved by the Governing Body.

Chanelle Delgado has worked for Santa Fe County for 14 years as the Teen Court and more recently the DWI Program Manager. She holds a BA from University of New Mexico with a dual major of sociology and psychology.

Kendal Chavez was a Nutritionist and Farm to School Specialist and more recently is the Healthy Schools Coordinator for the NM Public Education Department. She is graduating in May 2021 with a Master of Public Administration with a concentration in public policy from the University of New Mexico.

Sarah Amador-Guzman worked as a Legislative Fiscal Analyst for New Mexico Legislative Education Study Committee and more recently is the Program Director of Education & Opportunity Santa Fe at the Santa Fe Community Foundation. She holds a Master of Science in Public Policy & Management from Carnegie Mellon University.

These appointments would replace Joe Jordan-Berenis and Gus Martinez who have resigned and Joanne Lefrak whose term limit expired.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request appointment of the above-mentioned to the Children and Youth Commission.

CHANELLE DELGADO

CERTIFIED PREVENTION SPECIALIST

CONTACT

OBJECTIVE

I am always seeking opportunities that would allow for personal and professional growth. I am flexible, creative and service-oriented. I have the ability to to understand principles, methods, procedures and implement or create strategies that target specified problems. I seek opportunities that will challenge me and allow me to push my creative limits. Ideally, a chance that allows me to implement comprehensive programs that look to reduce and/or prevent high-risk behaviors.

INTERESTS

I love learning and am currently pursuing my Masters in Clinical Social Work. I have a sincere passion for people. I enjoy working with vulnerable populations, specifically youth. I have been gifted with the ability to build genuine relationships with people and it is the main source of my joy. I am a native Santa Fean and I love this culture! I am humbled to work, serve and raise my beautiful family in this city- my home.

EXPERIENCE

2013 - PRESENT

SANTA FE COUNTY DWI & TEEN COURT

PROGRAM MANAGER

- Conduct behavioral health intakes with on youth and families 11-18 years of age (Teen Court)
- Provide youth and families with developmentally and emotionally appropriate resources within the community (Teen Court)
- Write multiple grants a year for various funds from various funding streams
- Manage contracts, grantees, grants and operational budget. Understanding of various budget formats cross-government
- Supervision of 8 employees
- Serve approximately 500 youth and families a year through Teen Court and approximately 250 DWI adult offenders
- Conduct Monthly and Quarterly reporting
- Supervise case manager to ensure quality of compliance for all clients
- Communicate regularly with all service providers
- Create innovative funding opportunities for gaps of services
- within the community
- Evaluate and adjust existing programming
- Collect and gather data related to youth and alcohol related trends in the community
- Research and assess the needs of the community and implement corresponding and appropriate programming
- Network and collaborate with multiple behavioral health agencies, law enforcement agencies, school systems, juvenile justice systems & courts
- Actively participate and serve on local coalitions and act as member of various boards in the community.
- Maintain accurate records
- Facilitate various meetings both internally, for the community and for community organizations

CORE SKILLS

- Public Speaking
- Microsoft Office Applications
- Trauma-informed
- Planning, organization & coordination
- Effective communication both oral and written
- Establish and maintain healthy working relationships
- Independent worker
- Culturally competent

REFERENCES

- **Lauren Hunter**
  Professional
- **Lupe Sanchez**
  Co-Worker
- **Andrea Sandoval**
  Professional
- **Rodney Gonzales**
  Pastor

2013 **SANTA FE PUBLIC SCHOOLS**

EDUCATIONAL ASSISTANT

- Assist a kindergarten teacher with various tasks
- Assist in educational instruction with the class, small groups, or one-on-one
- Work with bilingual children to model English language
- Work with high-need children

2009-2013 **NANNY**

SELF- EMPLOYED

- Picked up (3) Children from school
- Created activities and scheduled outings to keep them busy and entertained
- When conflict arose I created effective solutions to solve them fairly
- Provided tutoring for all three children

2009-2010 **CITY OF SANTA FE**

SUMMER RECREATIONAL SUPERVISOR

- Director of a summer program
- Supervised 13 staff
- Ensured the safety of all children
- Scheduled weekly activities and field trips
- Handled conflicts between children and staff, conflicts and issues with parents, and maintained open communication among staff and parents
- Resolved all conflicts between all parties
- Handled monies for all activities

EDUCATION

2019 **HIGHLANDS UNIVERSITY**

2013 **UNIVERSITY OF NEW MEXICO**

Double Major in Psychology & Sociology

2008 **SANTA FE COMMUNITY COLLEGE**

Early Childhood Development Studies
Currently pursuing Masters in Clinical Social Work

2006 **SANTA FE HIGHSCHOOL**

High School Diploma

Kendal Chavez

Education

Bachelor of Arts in Environmental Studies Graduated May 2011
San Francisco State University San Francisco, CA

Master of Public Administration (Concentration: Public Policy) Graduating May 2021
University of New Mexico Albuquerque, NM

Professional Experience

New Mexico Public Education Department Santa Fe, NM
Healthy Schools Coordinator January 2021 – Present

- Serve as a liaison and technical consultant for schools and school districts working to improve student health and academic achievement through nutrition, physical education, physical activity, and the management of chronic health conditions in schools.
- Research and evaluate a coordinated school health framework through dissemination, training, and policy development efforts that support the linkage between health and academic success in schools and school districts across New Mexico.
- Develop policies and practices that increase students' consumption of fruits and vegetables, physical activity and education opportunities in schools, and capacity of schools to serve the chronic disease conditions of students.

Nutritionist / Farm to School Specialist April 2018 – December 2020

- Administer a model for the procurement of local, unprocessed produce for school meals in partnership with Boards of Education, school administration, and Food Service Directors from a ten-district learning cohort.
- Manage the New Mexico Public Education Department's school nutrition training and evaluation strategy.
- Direct a training program that builds the capacity and representation of historically disenfranchised farmers in New Mexico's statewide farm to school initiatives.
- Developed and implemented an interagency partnership with the New Mexico Early Childhood Education and Care Department to address food access and meal quality needs for ages birth through five.

Farm to Table Santa Fe, NM
Farm to School Program Director January 2017 – March 2018

- Designed and managed a statewide program that worked to increase institutional support for farm to school and student nutrition through school-based professional development for cafeteria staff, teachers, and administrators.
- Chaired the New Mexico Farm to School Alliance, a multi-agency public-private partnership that guides advocacy efforts, investment prioritization, and alignment of strategic initiatives across network partners.
- Piloted a civic engagement training series that trained young professionals from the dietetics, education, and agricultural sectors to strategically advocate for community needs at the state and local levels.

Farm to School Program Coordinator October 2015 – December 2016

- Executed a comprehensive state legislative campaign to increase policy maker support for local purchasing and farm to school educational programs through the development of an annual advocacy day, an annual farm to school awards ceremony, and a community-driven communications strategy.
- Managed a team of ten service members and one program coordinator in collaboration with the University of New Mexico Community Engagement Center.
- Developed STEM-aligned curriculum for K-12 schools to use in the outdoor classroom setting.

FoodCorps New Mexico Albuquerque, NM

Program Coordinator August 2013 – August 2015

- Administered the FoodCorps New Mexico program, with the primary objective of ensuring AmeriCorps compliance, program evaluation, and management of a ten-person service member cohort.
- Launched a professional development strategy that aligned FoodCorps, Inc. national training priorities with the contextual needs of ten community-based organizations across New Mexico.

Service Member – Kirtland Elementary School August 2011 – July 2013

- Developed and implemented a nutrition education program that aligned with the National School Lunch Program updated meal pattern requirements.
- Piloted a train-the-trainer professional development series for teachers and cafeteria employees to increase students' knowledge of – and connection with – fresh fruits and vegetables in the classroom and school cafeteria.

Leadership Activities

FoodCorps, Inc. Portland, OR

Board Member September 2019 – Present

- Advise the CEO and Executive Team on overarching strategy, with a focus on equity, leadership development, and program integrity.
- Oversee and advise on the organization's finances and assets to ensure fiduciary responsibility.
- Accountable for aligning programmatic work with the mission, vision, and purpose of the organization's 501(c)(3) tax-exempt status.

New Mexico Food and Agriculture Policy Council New Mexico (statewide)

Ex-Officio Board Member September 2019 – Present

- Partner with legislative bodies, community-based advocacy groups, agencies, and other stakeholders to advocate for New Mexico's local food system through a lens of social, racial, and gender equity.
- Prioritize legislative efforts that address issues of childhood hunger, agricultural economies, academic outcomes, and community development.

Albuquerque Public Schools Student Health Advisory Council Albuquerque, NM

Council Member August 2015 – April 2018

- Supported the development of policy directives that connected Albuquerque Public Schools students to health and wellness while on school grounds.
- Guided drafting of the implementation and assessment plan that operationalized data metrics and defined

measures of success.

- Supported presentation of directives to the Albuquerque Public School Board of Education and Public Education Department Coordinated School Health Bureau.

Fellowships and Awards

University of New Mexico — Albuquerque, NM
Evaluation Lab Fellow — August 2020 – Present

University of New Mexico — Albuquerque, NM
Summa Academia Fellow — August 2020 – Present

George Washington University — Washington, DC
Food Policy Fellow at the Food Policy Fellowship Institute — August 2017 – July 2018

SARAH AMADOR-GUZMAN

EDUCATION

Carnegie Mellon University Pittsburgh, PA
Master of Science in Public Policy & Management May 2008
Cumulative GPA: 3.4/4.0

New Mexico State University Las Cruces, NM
Bachelor of Arts in Government; Additional Major: Foreign Languages May 2005
Cumulative GPA: 3.8/4.0

PROFESSIONAL EXPERIENCE

Santa Fe Community Foundation 501 Halona Santa Fe, NM 87505
Program Director of Education & Opportunity Santa Fe (OSF) October 20, 2020-Present

- Manage the overall project and team to ensure long-term success and sustainability of OSF.
- Evaluate and modify the OSF aspirational goals, vision, mission, priorities, and strategies to adapt to the current evolving work, school, and community environments.
- Supervise a contract-based Project Coordinator, AmeriCorps Vista Volunteers, and Student Interns.
- Provide strategic leadership to ensure that OSF's Collective Action Plan is based on realistic and measurable goals, and outcomes that can be quantified and analyzed.
- Guide, support, and direct the work of thirteen Collaborative Working Groups (CWGs), composed of local non-profit organizations and volunteers.
- Identify and execute or support grant writing and resource development for OSF to ensure sustainability.
- Serve as an engaging, inclusive, neutral facilitator that guides the work plan for teams, partners, and stakeholders, and helps build consensus around a shared vision and outcomes.
- Plan for current and future potential implementation challenges and work with partners to develop comprehensive solutions to address them.
- Serve as a subject matter expert in the area of Educational Success and Career Pathways Impact for SFCF's grant making strategies, while also identifying areas of alignment with OSF's grant making.
- Assist in directing the data collection and analysis for OSF outcomes/indicators, dashboards, project-specific needs and continuous learning toward targets and progress being made.
- Cultivate and maintain relationships with OSF partners including the Leadership Council, CWGs, regional Cradle to Career partners, as well as other community networks in Educational Success and Career Pathways, to ensure long-term partnership and alignment toward collective impact goals.
- Serve as a member of the Santa Fe Community Foundation's (SFCF) Leadership & Impact Team, which works towards sharing information, fostering alignment, and collaborating as a team.

The Pink Giraffe of Santa Fe, LLC 60 E. San Francisco St. #231/232/233 Santa Fe, NM 87505
Chief Operations Officer January 11, 2014-October 19, 2020

- Prepared quarterly financial statements, profit and loss, and cash flow statements for the business.
- Oversaw product innovation, research, development, testing, production, and launch.
- Directed the recruitment and training of employees, in addition to other human resource functions.
- Accelerated regional expansion, through strategic marketing and customer acquisition.
- Established company logistics and executed the day-to-day operations of the company.
- Monitored all regulatory compliance, to include licensing, insurance, certifications and permits.
- Incorporated the company as a limited liability company and a registered trademark in New Mexico.
- Managed customer and client relations, wholesale portfolios, and the fulfillment of purchase orders.

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- Streamlined the company's quality control methods and their implementation.
- Generated all quarterly gross receipts tax filings with the NM Taxation and Revenue Department.
- Managed the growth of business opportunities at Trade Shows and emerging client markets, resulting in an increase of 50% in gross sales growth from 2014 to 2019.
- Analyzed quarterly sales data to set sales targets and adjust business plans accordingly.
- Negotiated the cost-of-goods and services with manufacturing companies to increase net profits.

New Mexico Legislative Education Study Committee 325 Don Gaspar #200 Santa Fe, NM 87501
Legislative Fiscal Analyst April 1, 2012-January 10, 2014

- Prepared and presented written report findings to the Legislative Education Study Committee (LESC).
- Drafted legislative bill analysis and fiscal impact reports for education related legislation.
- Formulated a section of House Bill 2 [General Appropriations Act (GAA)], the state budgets for the Public Education and Higher Education Departments.
- Produced joint reports with executive and legislative agencies, key stakeholders and school districts.
- Researched and reported the impact of enacted legislation on educational outcomes to the LESC.
- Conducted research and analysis on education policies, programs, appropriations, and expenditures.
- Evaluated the development of administrative procedures and state accountability standards.
- Created policy recommendations that improved fiscal transparency with the state education departments.
- Authored the following reports:
    - Staff Report: FY13 Recurring and Nonrecurring Appropriations to the Public Education Dept.;
    - A-F School Grading System: Instructional Audits (includes multiple reports and updates);
    - The Public School Funding Formula Overview (co-authored).

New Mexico Legislative Finance Committee 325 Don Gaspar #100 Santa Fe, NM 87501
Legislative Program Evaluator December 1, 2010-March 31, 2012

- Audited the state's annual budget (GAA), in collaboration with agency colleagues.
- Evaluated the state education departments' inefficient use of funds, resources, facilities, and staffing.
- Reported findings, best practices, and recommendations to the Legislative Finance Committee (LFC).
- Directed investigative field work: reviews of financial statements, onsite assessments, and staff surveys.
- Compiled and evaluated financial and student assessment data and reported statistical correlations.
- Advanced policy recommendations to improve fiscal accountability at agencies, and school districts.
- Co-authored the following reports:
    - Students at a Crossroads: A Study of New Mexico's 12th Grade;
    - Higher Education: Central New Mexico and Dona Ana Community Colleges;
    - Public Education Department: Developing Early Literacy in New Mexico.

Community Counseling Services 100 Montgomery St. #2270 San Francisco, CA 94104
Associate Director June 1, 2008-August 31, 2010

As a non-profit fundraising consultant with CCS, I managed over 25 staff members, 180 volunteers, and 18 sub-organizations capital campaigns, raising over $10 million in pledges and funds. I also directed donor identification, research, cultivation, and solicitations of donors by implementing strategic fundraising plans, communication tactics, and bilingual marketing materials. A list of these organizations are detailed below:

Yavapai Regional Medical Center (YRMC) Foundation Prescott, AZ
Director of Advancement for Gifts of Life Capital Campaign

----------*Continued on next page*----------

- Served as the foundations Capital Campaign Manager and Interim-Director of Advancement.
- Directed cultivation activities including, hosted special events, business leader receptions, hospital guided tours, one-on-one meetings with high level donors, and private foundation information sessions.
- Organized a Charity Golf Tournament with the Hassayampa Ladies Golf Association to benefit The Breast Care Center at YRMC raising over $25,000 and securing follow-up with high level donors.
- Provided direction to the hospital President and CEO of YRMC on cultivating and soliciting leadership prospects, in order to re-engage a donor, resulting in a $2 million gift.

Research to Prevent Blindness New York, NY
Development Consultant
- Evaluated the organizations fundraising potential by conducting a Fundraising Feasibility Study.
- Completed key interviews of board members, staff, donors and general supporters.
- Identified key weaknesses in the organizations staffing and leadership that hindered future fundraising.
- Created a strategic plan, reported findings and recommendations to the Executive Director and Board.

Saint Elizabeth Ann Seton Church North Platte, NE
Development Director for Committing to the Faith Capital Campaign
- Served as the parishes Capital Campaign Manager.
- Developed and implemented the capital campaign plan, goals, literature, and solicitation guides.
- Advised parish leadership in the fundraising process, and provided expertise in conducting solicitations.
- Raised over $825,000 in a course of 6-weeks reaching 110% of the fundraising goal.

Catholic Diocese of Honolulu Big Island, HI
Development Associate for With Grateful Hearts Capital Campaign
- Served as a multi-parish Capital Campaign Manager implementing the campaign plan and goals at each.
- Directed key staff in conducting solicitations, directed responses and follow-up, and securing funding.
- Provided coordinated direction across multiple islands for 11 parishes.
- Raised over $3 million in a course of 11 months averaging over 200% of the fundraising goal.

Catholic Diocese of Stockton Stockton, CA
Development Associate for Church of Tomorrow Capital Campaign
- Served as a multi-parish Capital Campaign Manager implementing the campaign plan and goals at each.
- Trained staff and volunteers in the solicitation process, conducting over 2,000 solicitations.
- Managed the data collection of all gifts and pledges with a high level of discreetness and confidentiality.
- Raised over $5 million in a course of 7 months reaching 150% of the fundraising goal.

BOARDS & LEADERSHIP EXPERIENCE

Candidate for Santa Fe County Clerk Santa Fe, NM
Primary Election Candidate
2019-2020

Acequia Madre Elementary Parent Teacher Committee Santa Fe, NM
Executive Board Member
Treasurer 2019-Present
Secretary 2018-2019

----------*Continued on next page*----------

New Mexico Breastfeeding Task Force Albuquerque, NM
Education & Communications Committee Chairman
Board of Directors 2016-2020

Santa Fe Public Library Santa Fe, NM
Bilingual Books & Babies Program Instructor & Coordinator
2016-2018

Women, Infants, and Children (WIC) Program Santa Fe, NM
Breastfeeding Peer Councilor & Support Group Facilitator
2016-2017

TALK, The New Sex Ed Pittsburgh, PA
Executive Board Member & VP of Development & Community Relations
Treasurer 2010-2014/2016-Present & 2014-2016

Santa Fe Youth Works Santa Fe, NM
Executive Board Member
Secretary 2012-2016

Carnegie Mellon University, H. John Heinz III College Pittsburgh, PA
Alumni Association Board Member
Fundraising Committee Chairman 2010-2014

Signature: Elizabeth Peterson
Elizabeth Peterson (Apr 8, 2021 16:25 MDT)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Apr 8, 2021 16:29 MDT)

Email: jjsanchez@santafenm.gov

Signature:
Kyra Ochoa (Apr 8, 2021 16:31 MDT)

Email: krochoa@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **April 28, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**

Kyra Ochoa, Community Health & Safety Department Director KO
KO

Julie J. Sanchez, Youth & Family Services Division Director JJS
JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager, Youth & Family Services Division** EP
EP

ITEM AND ISSUE: Recommendation of appointment of Carrie Thielen, Christina Bruce and Emily Hazous to the Human Service Committee (HSC). (Elizabeth Peterson, Children and Youth Program Manager and Human Services Committee Liaison, empeterson@santafenm.gov (505) 470-3160)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee was established by resolution 2012-3 by Mayor David Coss 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 is advisory and makes funding recommendations to the Governing Body. The Commission is seeking candidates to fill three (3) member vacancies.

Membership is comprised of seven (7) members appointed by the Mayor with approval from the Governing Body. Considerations shall be made to ensure that the membership reflects a range of ages, lived experience and professional and community backgrounds.

Carrie Thielen is the Community Health Program Manager for Northern New Mexico for Presbyterian Healthcare Services. She also holds a Master of Public Health from the University of Colorado.

Chistina Bruce led workforce development, organizational development, diversity and minority recruitment for the Department of Health and Human Services' National Cancer Institute at the National Institutes of Health and more recently provided internal training assessments and interventions, management consultations and leadership coaching for a health network of 6,000 employees in the Washington DC, Maryland and Virginia areas.

Emily Hazous is a Research Scientist at the Pacific Institute for Research and Evaluation holds a PhD in Nursing and an MSN in Oncology Nursing from Yale University. Ms. Hazous is one of fewer than 100 PhD trained Native American nurses in the United States. Her research is centered on Native American community priorities and is guided by the standards of Indigenous sovereignty.

These appointments would replace open vacancies.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request appointment of the above-mentioned to the Children and Youth Commission.

Carrie Thielen, MPH, RD

EDUCATION

Master of Public Health, Community and Behavioral Health
Colorado School of Public Health, University of Colorado Anschutz Medical Campus / 2016

Bachelor of Science, Human Nutrition and Dietetics
University of Northern Colorado / 2014
Accredited Dietetic Internship, Community Health Education and Counseling Focus / 2015

Bachelor of Arts, Political Science
University of Colorado Boulder / 2001

CERTIFICATIONS & LICENSURE

Registered Dietitian, Commission on Dietetic Registration
Certificate of Training in Adult Weight Management

PROFESSIONAL EXPERIENCE

Community Health Program Manager, Northern New Mexico
Presbyterian Healthcare Services / 2020 – present

- Manage the implementation and coordination of hospital community health assessments and improvement plans through relationship building, community engagement, evidence-based and responsive programming, marketing and outreach, financial management, program evaluation and data reporting.
- Promote the adoption and implementation of an overall community health approach across the health system; participate on the Social Determinants of Health, LGBTQ and Equity of Care committees.
- Oversee the Share Our Strength Community-Clinical Linkage Innovation grant to increase access to healthy food for food insecure families in Northern New Mexico.

Principal Consultant / Supervisor
CO Department of Education, School Nutrition Unit / 2016 - 2020

- Secured, led and coordinated $1.9 million in grant funding aimed at ending childhood hunger; develop strategic priorities, work plans and budgets, manage statewide technical assistance and training activities, cultivate strategic partnerships, report grant deliverables and oversee funding sustainability.
- Oversaw the expansion of the Community Meals Grant Program in partnership with Share our Strength.
- Responsible for unit evaluation activities that promote a culture of quality improvement and learning; design evaluation plans, oversee needs assessments, monitor short and long-term performance metrics, conduct data analysis and present data through presentations, fact sheets, reports, maps and dashboards.
- Served on leadership team, supervise and motivate staff, conduct performance evaluations, hire and onboard new employees, conduct team trainings and manage unit through change initiatives.
- Led the development and implementation of the unit's first strategic plan to align with organization goals and promote innovative and data-informed approaches.
- Designed communication, media and outreach strategies to strengthen program visibility and cross-sector collaboration.
- Chair of the Colorado Blueprint to End Hunger Maximizing Child Nutrition workgroup; collaborated with 35 community organizations to identify, prioritize and implement statewide initiatives to increase participation in child nutrition programs.

Program Consultant
CO Department of Public Health and Environment, Early Childhood Obesity Prevention Unit / 2015 - 2016 (contract)

- Coordinated, disseminated and evaluated the *9 Ways to Grow Healthy Colorado Kids*, a statewide communication campaign to reduce early childhood obesity.
- Wrote grant proposals to support community health initiatives with evidence-based programming and funding.
- Developed strategic partnerships with community, clinical and government providers to increase impact and reach of programming.
- Served as subject matter expert on strategies that strengthen systems to promote breastfeeding, healthy eating and physical activity across the lifespan through professional presentations, work plan development and internal/external trainings.
- Collected, analyzed and presented data to inform the rollout of phone and web-based nutrition education options in Colorado Women, Infants and Children.

Development and Marketing Manager
The New Mexico Collaboration to End Hunger / 2012

- Planned, implemented and evaluated statewide programs that increase participation in child nutrition programs in partnership with the Share Our Strength No Kid Hungry Campaign.
- Managed the administration of the Summer Weekend Food Bag Grant Program reaching 2,400 food insecure families in rural and tribal communities.
- Coordinated fundraising activities, including grant writing and reporting for foundation, corporate and government funding sources.
- Developed and implemented organizational communication plan, including oversight of marketing budget, press relations, marketing materials, event planning, website, education materials and social media.
- Collaborated with stakeholders to develop and implement organization strategic plan.
- Supervised, trained and mentored marketing and fundraising assistant and AmeriCorps staff members.

Marketing, Public Relations and Fundraising Management
Various employers / Santa Fe, NM, Boulder, CO, Denver, CO / 2004 – 2011

- Increased community awareness and financial support for non-profit organizations through fundraising events, grant writing, donor relations and marketing and outreach**.**
- Oversaw national and local marketing and public relations programs through community outreach and events, graphic design, advertising, media relations and marketing material development.

COMMUNITY & PROFESSIONAL LEADERSHIP

Committee Member, Advocacy Committee, The Food Depot / present
Preceptor, Dietetic Interns and Public Health Capstone Students / present
Workgroup Chair and Data & Evaluation Committee Member, Colorado Blueprint to End Hunger / 2018-2019
Member, Colorado State Nutrition Action Council, SNAP-Ed / 2018-2019
Member, Equitable Evaluation Collaboratory / 2019
Growing Leaders Program Graduate, Association of State Public Health Nutritionists / 2018
Nutrition Educator, Cooking Matters Colorado / 2013 - 2016
Marketing Co-Chair, Board of Directors, Colorado Academy of Nutrition and Dietetics / 2013 - 2015
Public Relations Chair, Board of Directors, Denver Dietetic Association / 2013 – 2014

CHRISTINA BRUCE
908 TRAIL CROSS COURT
SANTA FE NM 87505
301-813-6980

Resume 2014 to present

Adventist HealthCare

Senior Leadership and Organizational Development Specialist

Upon retiring from federal service, joined a small team of Executive Coaches and Organizational Development staff providing internal training assessments and interventions, management consultations and leadership coaching for a health network of 6,000 employees in the Washington DC, Maryland and Virginia areas. Serve as the most senior OD and Coaching practitioner on the team.

1998 – 2013

U.S. Department of Health and Human Services, National Institutes of Health

For fifteen years, successfully led workforce development, organizational development, diversity and minority recruitment for the premier cancer-research facility in the world, the Department of Health and Human Services' National Cancer Institute at the National Institutes of Health.

2004 to 2013

Director, Office of Workforce Management and Development, NCI

Created a new Office of the Director (OD) program tasked with designing methodologies for the continuous integration of human capital and diversity management practices into NCI's scientific mission and organizational objectives.

1998 - 2004

Director, Office of Diversity and Employment Programs, NCI

Created and led an Office of the Director (OD) staff tasked with moving the NCI from a traditional reactive EEO program to a proactive diversity program. Responsible for programs to facilitate the hiring, advancement, development, equitable treatment and inclusion of all employee groups, with the goal of moving closer to achieving an employee profile reflecting diversity at every occupation and grade level.

1991 to 1997

EEO Investigator/Trainer

Delany, Siegel, Zorn and Associates, Boston, MA

Counseled and investigated over 150 cases of alleged employment discrimination for federal agencies. Conducted several dozen two and three day seminars titled "EEO for Managers and Supervisors," training managerial staff of the FDIC and the RTC in the area of federal EEO law compliance. Training emphasized workplace discrimination and assisted managers and supervisors to better understand cultural bias and develop a greater cultural sensitivity towards minority groups.

ADDITIONAL PROFESSIONAL TRAINING AND CERTIFICATIONS

Certified Executive and Leadership Coach, University of Georgia
Institute for Conflict Management, Certification in Mediation
Harvard University, John F. Kennedy School of Government, Executive Education Program
"Driving Government Performance"

EDUCATION

Bachelor's degree, major in English, minor in Art History
Florida International University, Miami, FL
Completed all work except capstone project for Master's degree in Management
University of Maryland, College Park, MD

LANGUAGES

English, Spanish

Emily A. Haozous, PhD, RN, FAAN

Research Scientist
Pacific Institute for Research and Evaluation

Professional Summary

My program of research and publication reflects my Indigenous values and identity. I am one of fewer than 100 PhD-trained Native American nurses in the United States, and I take this responsibility seriously in my role as a researcher and evaluator. My research is centered in Native American community priorities and is guided by the standards of Indigenous sovereignty.

Education

- PhD | Nursing | Yale University, 2009
- MSN | Oncology Nursing | Yale School of Nursing, 2003
- B.A. | Music | University of California, Santa Cruz, 1995

Relevant Experience

2018-2020 Research Scientist, Pacific Institute for Research and Evaluation, Albuquerque, NM
2016-2018 Associate Professor, Tenured, University of New Mexico College of Nursing
2009-2016 Assistant Professor, Tenure-track, University of New Mexico College of Nursing
2003-2007 Research Nurse Practitioner, Yale University School of Nursing, New Haven, CT
2002-2004 Research Nurse, Yale University School of Nursing, New Haven, CT

Relevant Experience Selected Awards, Honors, and Appointments

2020 Director's Award: Trinity Nuclear Test Risk Assessment Study Team, National Cancer Institute
2016-2020 National Advisory Council, Institute for Nursing Leadership
2017- National Advisory Committee, Robert Wood Johnson Culture of Health Leaders Program
2016 Regent's Professor, University of New Mexico Board of Regents
2015 Fellow, American Academy of Nursing

Selected Research, Grants and Contracts

- R01 MD010292 (Willging): NIH/NIMHD; (07/2015-12/2020)
  Improving Native American Elder Access to and Use of Healthcare through Effective Health System Navigation
  This mixed-method project engages Native American elders in designing and implementing assessments of healthcare and insurance access and utilization in this population. The resulting qualitative and quantitative data are informing the design and testing a patient navigation program to improve access and utilization.
  Role: Co-Investigator
- ---- (Moore): California Department of Health; (10/2016-04/2022)
  California Reducing Disparities Project (CRDP) – Native American TA Provider
  PIRE is the Native American technical assistance provider to the Implementation Pilot Projects (IPPs) within the California Reducing Disparities Project (CRDP) Phase 2. As TA Provider, PIRE supports relevant IPPs in evaluating their individual programs and enhancing their organizational infrastructures.
  Role: Senior Advisor/ TA Provider
- NU1ROT00111-01-01 (English): Centers for Disease Control and Prevention; (07/2020-06/2021)
  Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crises.
  This project evaluates COVID-19 activities, patterns, strengths, gaps, and potential best practices across the 27 Tribe Service Area served by the Albuquerque Area Southwest Tribal Epidemiological Center. This

subcontract supports the qualitative data analysis arm of this project, in which data from prevention and response strategies, communications resources, and protocols are evaluated by the PI to be included within the larger evaluation of COVID-19 response.
Role: Subcontractor Principal Investigator

Selected Publications and Reports

- Shiels, M. S., et al. (2020). "Trends in Mortality From Drug Poisonings, Suicide, and Alcohol-Induced Deaths in the United States From 2000 to 2017." JAMA Network Open **3**(9): e2016217-e2016217.
- Potischman, N., Salazar, S. I., Scott, M. A., Naranjo, M., **Haozous, E.**, Bouville, A., & Simon, S. L. (2020). Methods and findings on diet and lifestyle used to support estimation of radiation doses from radioactive fallout from the Trinity nuclear test. *Health Physics, 119*(3), 390-399. doi:10.1097/HP.0000000000001303
- Scorsone, K. L., **Haozous, E. A.,** Hayes, L., & Cox, K. J. (2020). Overcoming Barriers: Individual Experiences Obtaining Medication-Assisted Treatment for Opioid Use Disorder. *Qual Health Res*, 1049732320938689. doi:10.1177/1049732320938689
- Spillane, S., Shiels, M. S., Best, A. F., H**aozous, E. A**., Withrow, D. R., Chen, Y., . . . Freedman, N. D. (2020). Trends in Alcohol-Induced Deaths in the United States, 2000-2016. *JAMA Netw Open, 3*(2), e1921451. doi:10.1001/jamanetworkopen.2019.21451
- Sommerfeld, D. H., Jaramillo, E. T., Lujan, E., **Haozous, E.**, & Willging, C. E. (2019). Health Care Access and Utilization for American Indian Elders: A Concept-Mapping Study. *J Gerontol B Psychol Sci Soc Sci*. doi:10.1093/geronb/gbz112
- Jones, E. J., **Haozous, E.**, Larsson, L. S., & Moss, M. P. (2019). Perspectives on Conducting Research in Indian Country. *Nurs Res, 68*(6), 488-493. doi:10.1097/NNR.0000000000000379
- Best, A. F., **Haozous, E. A.,** de Gonzalez, A. B., Chernyavskiy, P., Freedman, N. D., Hartge, P., . . . Shiels, M. S. (2018). Premature mortality projections in the USA through 2030: a modelling study. *Lancet Public Health, 3*(8), e374-e384.
- **Haozous, E.**, Rangel, V., & Burton, S. (2017). *Health Impact Assessment: Indian Health Services Budget and urban Indian budgeting decisions*. Retrieved from Santa Fe, NM: http://nmhep.org/wp-content/uploads/IHS-HIA-Final.pdf
- Shiels, M. S., Chernyavskiy, P., Anderson, W. F., Best, A. F., **Haozous, E. A**., Hartge, P., . . . Berrington de Gonzalez, A. (2017). Trends in premature mortality in the USA by sex, race, and ethnicity from 1999 to 2014: an analysis of death certificate data. *Lancet, 389*(10073), 1043-1054. doi:10.1016/S0140-6736(17)30187-3
- **Haozous, E. A.**, Doorenbos, A., Alvord, L. A., Flum, D. R., & Morris, A. M. (2016). Cancer Journey for American Indians and Alaska Natives in the Pacific Northwest. *Oncol Nurs Forum, 43*(5), 625-635. doi:10.1188/16.ONF.625-635
- Gebauer, S., Knox Morley, S., **Haozous, E. A**., Finlay, E., Camarata, C., Fahy, B., . . . Marr, L. (2016). Palliative Care for American Indians and Alaska Natives: A Review of the Literature. *J Palliat Med, 19*(12), 1331-1340. doi:10.1089/jpm.2016.0201
- **Haozous, E. A.**, & Neher, C. (2015). Best Practices for Effective Clinical Partnerships with Indigenous Populations of North America (American Indian, Alaska Native, First Nations, Metis, and Inuit). *Nurs Clin North Am, 50*(3), 499-508. doi:10.1016/j.cnur.2015.05.005
- **Haozous, E. A.**, Strickland, C. J., Palacios, J. F., & Solomon, T. G. (2014). Blood politics, ethnic identity, and racial misclassification among American Indians and Alaska Natives. *J Environ Public Health, 2014*(321604), 321604. doi:10.1155/2014/321604
- **Haozous, E. A.**, & Knobf, M. T. (2013). "All my tears were gone": suffering and cancer pain in Southwest American Indians. *J Pain Symptom Manage, 45*(6), 1050-1060. doi:10.1016/j.jpainsymman.2012.06.001
- **Haozous, E. A**., & Goins, R. T. (2012). Becoming an elder: Native women and aging. In J. R. Joe & F. C. Gachupin (Eds.), *Health and social issues of Native American Women* (pp. 101-112). Santa Barbara, CA: Praeger.
- **Haozous, E**., Doorenbos, A. Z., Demiris, G., Eaton, L. H., Towle, C., Kundu, A., & Buchwald, D. (2012). Role of telehealth/videoconferencing in managing cancer pain in rural American Indian communities. *Psychooncology, 21*(2), 219-223. doi:10.1002/pon.1887
- **Haozous, E. A**., Knobf, M. T., & Brant, J. M. (2011). Understanding the cancer pain experience in American Indians of the Northern Plains. *Psychooncology, 20*(4), 404-410. doi:10.1002/pon.1741

Signature: Elizabeth Peterson
Elizabeth Peterson (Apr 28, 2021 09:27 MDT)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Apr 28, 2021 09:37 MDT)

Email: jjsanchez@ci.santa-fe.nm.us

Signature:
Kyra Ochoa (Apr 28, 2021 11:05 MDT)

Email: krochoa@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/05/2021
FOR CITY COUNCIL MEETING OF 05/12/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__: (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal) A Resolution Proclaiming Severe or Extreme drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions Between May 12, 2021 and June 9, 2021; 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, 955-3317)

COMMITTEE REVIEW:
Introduced: 4/28/21
Quality of Life Committee: 5/5/21
Governing Body: 5/12/21

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: April 30, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Geronimo Griego, Acting Fire Marshal GGG

Via: Brian Moya, Assistant Fire Chief Bjm
Porfirio Chavarria, Wildland Urban Interface Specialist pc

RE: Fire Restrictions 2

EXECUTIVE SUMMARY:

The proposed Resolution requests the Governing Body extend 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 April 20, 2021, all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). Pursuant to Section 60-2C-8.1, the Governing Body adopted Resolution No. 2021-22, restricting the sale or use of fireworks from April 15th to May 15th, 2021. State statute 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 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

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS BETWEEN MAY 12, 2021 AND JUNE 9, 2021; 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 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; and

WHEREAS, on April 14, 2021 the Governing Body adopted Resolution No. 2021-22 which imposed fire restrictions for a period of 30 days.

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 between May 12, 2021 and June 9, 2021 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 2

FIR No. 3323

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 2

Sponsor(s): Councilors Rivera, Romero-Wirth, Vigil Coppler, and Villarreal

Reviewing Department(s): Fire Department

Staff Completing FIR: Porfirio Chavarria Date: 4/23/2021 Phone: 505-660-3732

Reviewed by City Attorney: _____ Date: Apr 30, 2021

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Apr 30, 2021 16:05 MDT) Date: Apr 30, 2021

Summary:
The proposed Resolution extends 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. The extension would be from May 12, 2021 to June 9, 2021. The Governing Body may extend the restrictions again at the June 9, 2021 Governing Body meeting if deemed necessary.

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. The proposed Resolution is an extension of the restrictions imposed by Resolution No. 2021-22.

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:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Brian J Moya
Brian J Moya (May 1, 2021 20:02 MDT)

Email: bjmoya@santafenm.gov

Signature: Porfirio Chavarria
Porfirio Chavarria (Apr 30, 2021 17:09 MDT)

Email: pnchavarria@santafenm.gov

Signature: GERONIMO GRIEGO
GERONIMO GRIEGO (Apr 30, 2021 16:13 MDT)

Email: gggriego@santafenm.gov

City of Santa Fe, New Mexico

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Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

To: **Members of the Governing Body**

From: **Sally A. Paez, Assistant City Attorney**

Via: **Erin K. McSherry, City Attorney**

Re: **Appeal #2021-3393-APPL of Case #2021-3111-HDRB.** Appeal by James and Jay Heneghan of the Historic Districts Review Board's Denial of an Application to Construct a New Single-Story Residence at 314 North Guadalupe, in the Westside-Guadalupe Historic District (Sally A. Paez, Assistant City Attorney, 955-6501)

Date: **May 5, 2021; for the May 12, 2021 Meeting of the Governing Body**

Owners James and Jay Heneghan ("Appellants"), through their agent Sommer, Karnes & Associates, LLP, challenge the Historic Districts Review Board's ("Board") decision to deny their application to construct a new single-story residential structure ("Project"). The property is located at 314 North Guadalupe, within the Westside-Guadalupe Historic District and the Business Capital District, Westside Subdistrict ("Property"). Appellants argue that the Board's decision to deny the Project should be reversed because the Board's decision is contrary to law and not supported by substantial evidence. **[Ex. A, Petition, pp. 15-17 of 195]**

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 Appellants have 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

314 North Guadalupe Street is a residential property located in the City's Westside-Guadalupe Historic District. **[Ex. F, Staff Report, p. 81 of 195]** Appellants propose to construct a 2,540 square foot single-story Spanish-Pueblo Revival style residence on the large rectangular lot, which is situated at the corner of North Guadalupe Street and Jose Street. **[*Id.*]**

The proposed house would be situated to the north and in front of an existing bungalow-style house, which is set to the rear of the lot. **[*Id.*]** The bungalow was built in the 1920s and has a historic designation of "contributing" to the Westside-Guadalupe Historic District. **[*Id.*]**

Historic Preservation Division ("HPD") staff provided a staff report setting forth the details of the proposed new residence and recommended that the Board approve the Project, finding that the proposal complied with all applicable design standards for historic districts generally and the Westside-Guadalupe district specifically, *see* The Santa Fe City Code ("SFCC") § 14-5.2(D), (I). **[*Id.* at 80]**

At a public hearing held February 23, 2021, the Board heard presentations by HPD staff, Appellants, and interested members of the public. **[Ex. E, 02-23-21 Minutes, pp. 63-76 of 195]** Following questions and discussion from the Board, three members of the Board voted to deny the Project. **[*Id.* at 74]** These Board members reasoned that the proposed new residence would block the view of the existing bungalow situated toward the back of the Property, affect the bungalow's ability to contribute to the streetscape and district, and cause the bungalow to lose its contributing status. **[Ex. B, FOF & COL, pp. 49-50 of 195, at FOF #8-15]** Board members noted the importance of the bungalow's placement toward the back of the lot with open space in front. **[*Id.* at FOF #10]**

Two members of the Board disagreed with the Board's decision. **[Ex. E, 02-23-21 Minutes, p. 76 of 195]** One dissenting Board member stated that Appellants have a right to construct a home that complies with all design requirements and that the Project will not affect the historic district, which contains a mixture of structures and uses. **[*Id.* at 71-72]**

On March 9, 2021, the Board adopted written findings of fact and conclusions of law reflecting its decision to deny the application. **[Ex. B, pp. 48-50 of 195]** On March 24, 2021, Appellants timely filed this appeal. **[Ex. A, pp. 13-17 of 195]**

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) 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

Appellants raise the following issues on appeal: **[Ex. A, pp. 13-17 of 195]**

(1) The Board lacks authority under the SFCC to regulate views of designated historic structures from public locations.

(2) The Board erred by finding that the yard space in front of the contributing bungalow structure is a "space that embodies the [contributing] status of the bungalow" under SFCC Section 14-5.2(D)(1)(a).

(3) The Board erred by finding that the Project would cause the contributing bungalow structure to lose its contributing status because public visibility is not relevant to historic status.

IV. ANALYSIS

To win on appeal, Appellants have the burden of proving that the Board's decision was wrong. *See* SFCC § 14-5.2(H)(4). The Board's decision to deny approval of the Project was based on the following legal provisions:

SFCC Section 14-12.1, definition of "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."

SFCC Section 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.

[Ex. B, FOF & COL, pp. 49-50 of 195, at FOF #12, 14]

The Board's decision to deny approval of the Project was based on the following findings:

> 10. The placement of the existing bungalow toward the back of the lot, with open space in front of the bungalow, helps establish and maintain the character of the Westside-Guadalupe Historic District and adds to the historic associations or historic architectural design qualities that are significant for the district.
>
> 11. The proposed new structure would block the view of the contributing bungalow and diminish the existing bungalow's contribution to the streetscape and the district.
>
> 13. The Board finds that the yard space in front of the contributing bungalow structure is a space that embodies the structure's contributing status.
>
> 15. The Board finds that the proposed new structure would cause the adjacent bungalow to lose its contributing status.

[*Id.* at FOF #10, 11, 13, 15]

On appeal, the Governing Body should consider (1) whether the Board's factual findings are supported by the evidence presented in the record on appeal (meeting packet materials) and the additional testimony and information presented at the appeal hearing; and (2) whether the Board's decision to deny the Project is consistent with the legal provisions set forth in the Historic Districts Ordinance, SFCC Section 14-5.2. In considering the proper application of the City's Code to the facts, the Governing Body should also consider prior cases decided by the district court and Governing Body.

A. The Historic Districts Ordinance as Currently Adopted Does Not Authorize the Board or Governing Body to Protect "View Corridors" of Designated Historic Structures from Public Locations.

Appellants argue that the outcome of this appeal is dictated by two previous cases involving the Board's denial of a project because the project would block the view of a historic structure. **[Ex. A, Pet., p. 17-46 of 195]**

1. *Teme v. City of Santa Fe* (1st Judicial Court Mar. 16, 2000).

First, Appellant relies on *Teme Ltd. v. City of Santa Fe*, which was decided by the First Judicial District Court in 2000. **[*Id.* at 18-30]** 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, 9, 11]** The Board reasoned that (1) the proposed building had the potential to impact the Loretto Chapel, which is a significant structure, and the contribution that the Chapel makes to the streetscape and 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 City's Code does not allow the Board to regulate or preserve historic "view corridors," and further noted that the

view corridor in question had not existed long enough to be considered historic. **[*Id.* FOF ¶¶ 13, 18]** The court also noted that the request did not include any proposed physical alterations to the significant Loretto Chapel. **[*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 its Code to preserve historic "view corridors"; (2) the view corridor of the Saint Francis Cathedral from Old Santa Fe Trail was not historic because the view corridor had not existed for fifty years or longer; (3) the City's ability to regulate or establish "open space" is limited to the specific provisions set forth in its Code, including the open space requirements from underlying zoning and the concept of open space set forth in the definition of "streetscape"; and (4) there was no evidence that the significant status of the Loretto Chapel would be altered under the application. **[*Id.* COL ¶ 3]**

2. 535 East Alameda, Governing Body Appeal #2015-80

The second case Appellant relies on is Appeal #2015-80, which involved an appeal to the Governing Body of the Board's decision to deny proposed construction at 535 East Alameda Street. **[*Id.* at 32-46]** 535 East Alameda Street, formerly known as 540 East Palace Avenue, is a compound of five residences and a guest house. **[*Id.* at 43]** The main historic building, known as the Mrs. Ashley Pond House ("Pond House"), was designed by John Gaw Meem and constructed in a Territorial Revival style by 1930. **[*Id.*]** The Pond House and the attached guest house were listed as "contributing" to the Downtown and Eastside Historic District. **[*Id.*]** The remaining four residential structures were not historic. **[*Id.*]**

At a hearing held July 14, 2015, the Board considered a number of proposed modifications to some of the non-historic residential structures, Units 3, 4, and 7. **[*Id.* at 43-46]** The Board approved much of the proposed remodeling, including all items related to Units 3-4 and the addition of both a new carport and a new north portal on Unit 7. [***Id.* at 45-46, COL #2-3**] But the Board denied three items related to Unit 7, including a bedroom addition, a new southwest portal, and new coyote fencing. [***Id.* at 46, COL #4**] The Board's decision to deny these items was based on its finding that these items would block a person from viewing the primary facades of the Pond House from East Alameda. **[*Id.* at 45, FOF #15]**

In its written decision, the Board stated that 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." **[*Id.* at FOF #12]** The Board found, however, that the owner had been allowed to develop the property to a significant density and that the elimination of the bedroom addition, portal, and fencing on Unit 7 was a reasonable way to protect the remaining view of the primary facades of the contributing Pond House structure. **[*Id.* at FOF #13-14]** The Board further found that the proposed additions to Unit 7 "would likely cause the Pond House to lose its contributing status." **[*Id.* at FOF #15]**

The property owner appealed, and the Governing Body reversed the Board's decision. **[*Id.* at 32-35]** The Governing Body found that the Board's decision was based on the Board's "belief that (a) it was authorized under the [City's 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." **[*Id.* at 33, FOF #6]** The Governing Body recognized that the district court in *Teme* had "concluded as a matter of law that '[n]either the [Board] nor the Council has the power or authority under [the City's Code] as adopted to preserve 'view corridors.'" **[*Id.* at FOF #7]** The Governing Body also found that the proposed changes to Unit 7 would allow the Pond House to remain partially visible from both East Alameda Street and Palace Avenue, that the design of the proposed changes was consistent with applicable design standards, and that the project would not alter the Pond House or cause the Pond House to lose its contributing status. **[*Id.* at 33-34, FOF #12-15]**

3. Application of *Teme* and 535 East Alameda to This Case

In this appeal, the Governing Body should decide whether the Board's decision to deny the Project is inconsistent with the decisions in the *Teme* and 535 East Alameda cases. Although the rules from those cases could be read and applied more broadly or more narrowly, at a minimum the decisions reflect the following rule: the Historic Districts Ordinance, as currently drafted, does not include express authority for the City to protect a view corridor of a historic structure in a situation where no alterations are proposed to the historic structure and the project will not cause the historic structure to lose its historic status.

In this case, the Board found that the Project would alter architectural spaces that embody the contributing status of the exiting bungalow and cause the bungalow to lose its contributing status. If the Governing Body agrees with either or both of these findings, the Governing Body should consider whether the distinguishing factors should lead to a different result than the previous cases, i.e., whether the Project should be denied.

B. Is the Yard Space in Front of the Contributing Bungalow Structure a Space that Embodies the Bungalow's Contributing Status?

The Board found that "the yard space in front of the contributing bungalow structure is a space that embodies the structure's contributing status." **[Ex. B, FOF & COL, p. 49 of 195, at FOF #13]** Under SFCC Section 14-5.2(D)(1)(a), "[t]he removal of historic materials or alteration of architectural features and spaces that embody the [contributing] status shall be prohibited."

Appellants argue that the Board's application of SFCC Section 14-5.2(D)(1)(a) misapplies the word "spaces," fails to explain how the space in front of the bungalow embodies the bungalow's contributing status, and is inconsistent with the rule from previous cases that the SFCC does not empower the Board to regulate views of designated historic structures from public locations. **[Ex. A, Pet., p. 15 of 195]** Appellants assert that the word "space" is only relevant with respect to the architecture of the existing bungalow. **[*Id.* at 15-16]** At the Board hearing, staff raised a similar concern. Specifically, Nicole Ramirez Thomas, acting manager of the HPD, opined that "landscaping, yard, etc., cannot be part of the contributing status of the property" and that "[i]t is questionable to interpret yard space as one that embodies the status." **[Ex. E, 2-23-21 Minutes, p. 75 of 195]**

Like this case, the *Teme* case involved consideration of the space around a historic structure. In *Teme*, the district court concluded that the City's "ability to regulate or establish 'open space' requirements is limited to the provisions of" the City's Code, including the underlying zoning requirements and "the concept of open space set forth in the definition of 'streetscape.'" **[Ex. A, p. 25 of 195, at COL #3(b)]**

In this case, the Property is located in the Westside Townscape Subdistrict of the Business-Capitol District, which does not have any open space requirement. *See* SFCC Table 14-7.4(A)-1. Additionally, the Board did not make a finding that the proposed new residence would be inharmonious with the streetscape or that the front yard space was a critical element of the streetscape. Instead, the Board relied on the SFCC provision that requires the protection of space that embodies the status of a contributing structure and the SFCC provision that allows the Board to deny an application that would cause a structure to lose its contributing status.

On appeal, the Governing Body should consider whether it agrees with the Board's perspective that the yard space in front of the bungalow is a space that embodies the bungalow's contributing status, and if so, whether this fact distinguishes this case from the decisions in the previous cases involving the Loretto Chapel and the Pond House.

C. Would Approval of the Project Cause the Bungalow to Lose Its Contributing Status?

The Board found that "the proposed new structure would cause the adjacent bungalow to lose its contributing status." **[Ex. B, FOF & COL, p. 50 of 195, at FOF #15]** 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." This provision authorizes (but does not require) the City to deny an application for new construction that would cause an adjacent structure to lose its status. This provision contemplates that a structure's contributing status can be affected by adjacent construction and can be lost without any physical alteration to the contributing structure itself.

Appellants argue that the Board erred by finding that the Project would cause the bungalow to lose its contributing status because public visibility of a structure is not part of the definition of "contributing structure" and is therefore irrelevant to whether the structure warrants designation as contributing. **[Ex. A, Pet., p. 17 of 195]**

Although the definition "contributing structure" does not include an express element of public visibility, the definition does include concepts that are arguably related to public visibility. Specifically, to be designated as contributing, a structure must help "to establish and maintain the character of [the] historic district" and add "to the historic associations or historic architectural design qualities that are significant for [the] district." SFCC § 14-12.1. This case raises the question of whether a structure might accomplish these requirements through its visibility from areas of the historic district that are accessible to the public. This case also raises the question of whether a structure might establish and maintain the character of the historic district through its relationship to historic open space on a property.

On appeal, the Governing Body should independently consider whether the Project would cause the contributing bungalow to lose its contributing status. The staff report and materials presented at the Board hearing included minimal information about the bungalow and the Westside-Guadalupe Historic District. To assist the Governing Body in its de novo review, the packet for the appeal hearing has been supplemented with additional background information about the bungalow and the historic district. **[Ex. I, Background, pp. 141-93 of 195]**

The first item in the background materials is a Historic Cultural Properties Inventory (HCPI) created in 2016 for a garage located behind the bungalow on the same lot. **[*Id.* at 142-53]** Although the HCPI is focused primarily on the garage, it includes pictures and information about the bungalow. **[*Id.* at 143 (picture of front); 151 (picture of rear)]**

The HCPI includes an attached inventory form from 1985, which is the only City record staff could find that describes the features of the bungalow and documents the basis for the bungalow's status. **[*Id.* at 153]** The handwriting on the form is difficult to read and includes abbreviations, so its content has been transcribed by HPD staff (without abbreviation) as follows:

> Note: House set bar back off street, fenced – mostly obscured by vegetation.
> Low pitch gable roof, asphalt shingles. Exposed rafters.
> One-over-one double hung windows, single pane and tandem with four-light storms. Single-leaf wood door with single pane and screened gabled porch with stuccoed piers, wood lintel, vent in gable.

[*Id.*] The background materials also include a general description of the "bungalow" architectural style from the New Mexico Department of Cultural Affairs. **[*Id.* at 154-60 of 195]**

Regarding the Westside-Guadalupe Historic District, the background materials include a neighborhood survey completed in 1981 and a report completed in 1987. **[*Id.* at 161-93]** These documents reflect that the area "began as a Hispanic farming community outside of the plaza area." **[*Id.* at 166]** "The earliest houses in the neighborhood were built along Agua Fria Street, which was then the Camino Real, and along Alto Street and West San Francisco Street which paralleled the Santa Fe River. These were rural houses surrounded by fields irrigated by the Acequias which networked the area." **[*Id.* at 185]** "The period between [world wars] saw the transformation of the area from low density semi-rural land into residential neighborhoods of small owner-built houses. Irrigated fields were subdivided among family members for building plots or were broken up and sold outright." **[*Id.*]** "With few exceptions, all but the most recent houses of this neighborhood were built by Hispanic families of moderate income using their own construction skills or those of relatives and close friends." **[*Id.* at 188]** "Buildings at the edge of the street are more common on the oldest streets including Agua Fria, Alto, and West San Francisco Street. Elsewhere, most buildings are set back from the street, but usually only about fifteen or twenty feet." **[*Id.*]**

Information about the character of the Westside-Guadalupe Historic District is relevant to this appeal because a contributing structure must help "to establish and maintain the character of [the] historic district" and add "to the historic associations or historic architectural design qualities that are significant for [the] district." SFCC § 14-12.1.

If the Governing Body concludes that the Project would cause the existing bungalow to lose its contributing status, the Governing Body should consider whether the loss of status sufficiently distinguishes this case from the previous cases involving the Loretto Chapel and the Pond House. In those previous cases, the final decisions reflected that the historic status of Loretto Chapel and the Pond House would not be affected by the new construction.

If the Governing Body concludes that the Project in this case would cause the bungalow to lose its contributing status and that this fact sufficiently distinguishes the present case from the previous cases, the Governing Body may deny the appeal and affirm the decision of the Board, but the Governing Body is not required to do so. *See* SFCC § 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." (Emphasis added)). *See generally* SFCC § 14-1.9(I) ("The words 'shall,' 'will' and 'must' are mandatory terms. The words 'may' and 'should' are discretionary terms.").

V. CONCLUSION & MOTIONS OPTIONS

In this appeal, the Governing Body should consider Appellants' arguments and the Board's reasons for denying the Project to determine whether the Governing Body agrees with the Board's decision. In doing so, the Governing Body should apply the decisions in *Teme* and 535 East Alameda to the facts of this case, as presented at the appeal hearing. If the Governing Body agrees with Appellant that the decisions in *Teme* and 535 East Alameda control the outcome of this case, the Governing Body should reverse the Board's decision and grant the appeal. If the Governing Body concludes that this case is distinguishable from the previous decisions and that the Board's decision was based legal authority in the SFCC and the facts presented, the Governing Body may affirm the Board's decision and deny 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, 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.

14-12.1 - 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.

PRIMARY FAÇADE
One or more principal faces or elevations of a building with features that define the character of the building's architecture.

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. 2021-3393-APPL of Case No. 2021-3111-HDRB

314 North Guadalupe, James & Jay Heneghan

May 12, 2021 Meeting of the Governing Body

A	Verified Appeal Petition	Mar. 24, 2021	pp. 12-46
	Appellants' Exhibit A: 1st Judicial District Court's Findings of Fact and Conclusions of Law in *Teme Ltd. v. City of Santa Fe*	Mar. 16, 2000	pp. 18-30
	Appellant's Supplemental Materials: Materials from Appeal #2015-80 at 535 Alameda (Richard Yates for Palacio Azul)	Oct. 28, 2015	pp. 31-46
B	Historic Districts Review Board's Written Findings of Fact (FOF) and Conclusions of Law (COL) (Case #2021-3111-HDRB)	Mar. 9, 2021	pp. 47-50
C	Relevant Excerpts from Board Meeting Minutes (approving minutes from Feb. 23, 2021 and written FOF & COL)	Mar. 9, 2021 Mar. 23, 2021	pp. 51-58
D	Board Action Letter from Historic Preservation Division (HPD) Staff	Feb. 23, 2021	pp. 59-60
E	Relevant Excerpts from Board Meeting Minutes (hearing in Case #2021-3111-HDRB)	Feb. 23, 2021	pp. 61-77
F	HPD Staff Report and Exhibits for Case #2021-3111-HDRB	Feb. 23, 2021	pp. 78-132
G	Written Public Comment from Board hearing	Feb. 23, 2021	pp. 133-138
H	Application filed with the HPD	Jan. 26, 2021	pp. 139-140
I	Additional Background Information		pp. 141-193
	HCPI for Garage Structure at 314 N. Guadalupe	Jan. 15, 2016	pp.142-153
	HCPI Architectural Styles (bungalow excerpt)	Nov. 2013	pp. 154-160
	Guadalupe Neighborhood Historic Survey (excerpt)	Apr. 1981	pp. 161-180
	Westside-Guadalupe Report (excerpt)	Mar. 1, 1987	pp. 181-193
J	Decision Tree	May 12, 2021	pp. 194-195

EXHIBIT

A

LUD Use Only

Time Filed: 4:13pm

Fee paid: $ 200.00

Receipt attached:) 99

(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: Heneghan (Last) James & Jay Galván (First, M.I.)

Address: 2321 Calle Colibri (Street Address) (Suite/Unit #)

Santa Fe NM 87505 (City, State, ZIP Code)

Phone: (505) 690-7576 E-mail Address: Jay@Heneghan.org

Additional Appellant Names:

Correspondence Directed to: ☐ Appellant ☐ Agent ☐ Both

Agent Authorization (if applicable)

I/We: James & Jay Galván Heneghan

authorize Somerset Kaemer & Associates to act as my/our agent to execute this application.

Signed: [signature] Date: 3/23/21

Signed: [signature] Date: 3/23/21

Subject of Appeal

Project Name: New Primary Dwelling - 314 North Guadalupe

Applicant or Owner Name: James & Jay Galván Heneghan

Location of Subject Site: 314 North Guadalupe

Case Number: 2020-003111-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):

Applicants are the Applicant/Property Owners

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:

On February 23, 2021, The HDRB voted to deny the application for a new single-story building

☒ 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

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

See ATTACHED

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: 3/23/21

Agent Signature: _____ Date: _____

State of New Mexico)
) ss.
County of Santa Fe)

I/We James AND Jay Heneghan, 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:

_____ _____
Signature *Signature*

James Heneghan Jay Heneghan
Print Name *Print Name*

Subscribed and sworn to before me this 23 day of March, 2021.

OFFICIAL SEAL
Joseph M. Karnes
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/3/23

_____
NOTARY PUBLIC
My commission expires:
_____

Attachment to Verified Petition

James & Jay Heneghan Appeal
314 North Guadalupe
Case # 2020-003111-HDRB

Description of harm that would result to you from the action appealed.

The Appellants/property owners have a right to use and develop their property in a manner consistent with the City Code and have invested their time, effort and personal funds in exercising such rights by applying to build a new structure on their property. The HDRB decision violates both the plain language and the stated policies of the two City Code provisions that the HDRB relied on in an improper and unjustified effort to expand its regulatory jurisdiction to encompass protection of public views of designated historic structures. If allowed to stand, the HDRB decision will harm the Appellants and owners of properties throughout the historic districts by preventing them from implementing their desired investments in their properties in a manner consistent with the City Code and by subjecting them to unequal treatment compared to similarly situated property owners in Santa Fe.

As stated in the HDRB staff report, the proposed structure will be compatible with the existing streetscape and other applicable provisions of the Historic Overlay district and will generate additional tax revenue thereby benefitting the public. These desires are frustrated by the HDRB's decision and the applicants have suffered harm as a result.

Explain the basis for Appeal.

In denying the Application the HDRB members voting in the majority relied on City Code section 14-5.2(D)(1)(a) and 14-5.2(D)(1)(b), which are addressed below.

1. 14-5.2(D)(1)(a) states "[t]he 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.

The HDRB found that the yard space in front of the contributing bungalow structure is a space that embodies the structure's contributing status.

Response: This interpretation misapplies the word "spaces," fails to explain how the space in front of the bungalow constitutes a "space that embodies the (contributing) status of the bungalow" and fails to recognize the fact that the HDRB is not empowered to regulate views of designated historic structures from public locations.

Initially, the requirement prohibits "alteration of architectural features and spaces that embody the status." The HDRB's interpretation takes the word "space" and applies it to the undefined area in front of the bungalow, which it calls a "space." A plain reading of the requirement makes

clear that the word space is only relevant with respect to the architecture of the existing bungalow and not areas away from the structure in question. The requirement addresses two architectural aspects of the structure in question – features and spaces.

The City Code defines a contributing structure as "[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." No portion of the definition addresses areas in the vicinity of a structure. The designation of a contributing structure is made solely on the characteristics of the structure.

The findings and minutes of the HDRB hearing make clear that a majority of the board was concerned about public views of the existing bungalow and how such views would be affected by the proposed new construction. However, the City Code definition of a contributing structure has nothing at all to do with whether the structure is visible from public areas or not.

Had the City Council intended to protect existing views of contributing structures from public areas, it could easily have done so by stating this intent as a policy and adopting requirements that provide standards to ensure protection of existing public views of contributing structures. The City Council has not adopted, and the City Code does not contain any such requirement.

The HDRB's attempt to expand its jurisdiction to encompass undefined "spaces" around existing designated structures is not supported by either the plan language of the requirement, the criteria for designating contributing structures or the controlling judicial decision cited below that the Historic Overlay District does not allow for regulation of view corridors.

Further, the finding provides no explanation as to how the space in front of the bungalow either "embodies" the contributing status of the bungalow or how the proposed construction would alter such undefined space in a manner that would violate the requirement. The first sentence of the requirement addresses alterations to existing designated structures and prohibits alterations that would cause a structure to lose its contributing status. The following sentence that the HDRB relies on must be read in the context of the first sentence and given that no alterations to the bungalow would occur, there is no basis to conclude that the proposed new building would cause the bungalow to lose its existing contributing status.

Finally, the fact that the HDRB's professional historic staff recommended **approval** of the application and did not see fit to even mention the Code sections relied upon by a majority of HDRB members in its staff report should be taken into account in consideration of the HDRB decision.

2. 14-5.2(D)(1)(b) states "[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."

The HDRB found that the propose new structure would cause the adjacent bungalow on the property to lose its contributing status.

Response: As addressed above, the obvious intent of the HDRB members voting in the majority was to deny the application on the basis that the new construction would block existing public views of the contributing bungalow. Under the City Code, whether a structure is visible from public areas is entirely irrelevant to the question of whether the structure warrants designation as a contributing structure. Public visibility is not mentioned in the standard for designating contributing structures. Therefore, any changes to areas around an existing structure can have no bearing on such an existing designation. In no way would the new structure cause the bungalow to lose its contributing status because public visibility is not relevant to historic status. The existing architectural features of the bungalow and its existing contributing status would be completely unaffected by the new construction because the new construction would now alter any of the characteristics of the bungalow that gave rise to its designation as a contributing structure in the first instance and because the HDRB is not empowered to regulate public views of existing designated structures.

In a case involving an attempt by the HDRB to prohibit construction that would block existing views of designated structures, the First Judicial District Court held in that "the City Code does not allow the HDRB to regulate 'view corridors'… ." (Exhibit A, Court's Findings of Fact and Conclusions of Law, *Teme, Ltd. v. City of Santa Fe, Case SF 94-23229C)*") Again, had the City Council intended to regulate views of existing contributing structures, it could have done so, but it did not. The District Court decision is controlling and prohibits the HDRB's improper effort to regulate and protect existing public views in this case by denying the proposed construction.

As a result, the HDRB's decision on the requested construction is arbitrary, capricious and contrary to law and the Appellants request that the City Council reverse the decision and approve the application as recommended in the HDRB staff report.

Exhibit A

ENDORSED

MAR 16 2006

SANTA FE, RIO ARRIBA & LOS ALAMOS COUNTIES
P. O. Box 2268
Santa Fe, New Mexico 87504-2268
Judith Vigil Gutierrez
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)

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

Appellant's Supplemental Materials

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:

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Javier M. Gonzales, Mayor

Councilors:
Peter N. Ives, Mayor Pro Tem, Dist. 2
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Signe I. Lindell, Dist. 1
Joseph M. Maestas, Dist. 2
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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.*

LUD Use Only

Time Filed: 3:57 PM
Fee paid: $100.00
Receipt attached: ☑

(date stamp)

AUG 13 2015

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: PALACIO AZUL, LTD
Last First M.I.

Address: 428 SANDOVAL NO. 200
Street Address Suite/Unit #

SANTA FE N.M. 87501
City State ZIP Code

Phone: ( ) E-mail Address: marcezydeco66.com

Additional Appellant Names:

Correspondence Directed to: ☒ Appellant ☒ Agent ☐ Both

Agent Authorization (if applicable)

I/We: PALACIO AZUL, LTD

authorize SOMMER KARNES & ASSOCIATES, LLP to act as my/our agent to execute this application.

Signed: _____ Date: _____

Signed: [signature] Date: 8/13/15

Subject of Appeal

Project Name: PALACIO AZUL

Applicant or Owner Name: PALACIO AZUL, LTD

Location of Subject Site: 535 E. ALAMEDA

Case Number: H-16-172, H-07-152, H-15-035 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:

SEE EXHIBIT "A" ATTACHED HERETO

☒ 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):

The appellant will be denied the right to use the property as allowed by the applicable laws.

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

The decision of the Board was arbitrary, capricious, not supported by substantial evidence and otherwise not in accordance with law. The Board misapplied the ordinance and exceeded the scope of the Board's authority (SEE SECTION 14-5.2(D)(8))

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: _____

Agent Signature: Karl N. Gorman Date: 8/13/15

State of New Mexico)
) ss.
County of Santa Fe)

I/We RICHARD YATES, 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.

Petitioner/s:

Richard Yates
Signature

_____
Signature

RICHARD YATES
Print Name

_____
Print Name

Subscribed and sworn to before me this 13th day of August, 2015.

_____
NOTARY PUBLIC

My commission expires:
9/3/19

JOSEPH M. KARNES NOTARY PUBLIC STATE OF NEW MEXICO

ITEM # 15-0766

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #H-15-172
Case #H-07-102
Case #H-15-035
Address-535 East Alameda Street Yardwalls
Owner/Applicant's Name- Richard Yates
Agent's Name- Aaron Bohrer

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on July 14, 2015 upon the application ("Application") of **Aaron Bohrer**, agent for **Richard Yates** ("Applicant").

535 East Alameda Street, formerly known as 540 East Palace Avenue, is a compound of five residences and a guest house. The main historic building, known as the Mrs. Ashley Pond House, was designed by John Gaw Meem and constructed in the Territorial Revival style by 1930. That residence and the attached guest house is listed as a contributing structure in the Downtown & Eastside Historic District. The four recently constructed Santa Fe Style residences will be remodeled and/or finished for habitation.

The Applicant proposes the final remodel of the property with the following eleven items.

Units 3 & 4

1. A 1,043 square foot studio addition will be located at approximately 17' 9" back from the Palace Avenue frontage. The proposed height is 4' above the existing two-story structure and there is more than 2' of slope on this part of the site. The façade features Territorial detailing including pedimented arched windows and doors and brick coping at the parapet.

2. A 1,138 square foot addition will be constructed at the west elevation of the existing residence. The addition will match existing height and character.

3. A 453 square foot second story addition will be constructed at the southeast corner of the existing residence. The addition will match existing height and character.

4. A 324 square foot 2-car garage will be constructed on the west side of the residence with wooden garage doors.

5. Two wooden trellises will be constructed at the street frontage to a height of 8' 9" high.

6. 4' 8" stuccoed yardwalls with accent pilasters and brick caps will be constructed along the east end of the Palace Avenue street frontage.

7. The east side retaining walls will be changed from Vera-Loc to natural stone.

Ex. A

Unit 7

8. A 533 square foot 2-car carport will be constructed to a height of 12' 9" on the west side of the residence. The carport, changed from a garage to provide more visibility of the primary façade of the contributing historic structure beyond, is designed in a Territorial Revival style with square posts, exposed headers, and brick coping on parapets.

9. A 574 square foot addition will be constructed on the northwest corner of the residence at a height lower than existing adjacent parapet height. The addition is designed to match existing conditions.

10. Two portals, totaling 370 square feet at 11' 9" high, will be constructed on the north and southwest side of the residence. The portals are designed in the Territorial Revival style with brick coping on the parapets and square posts with detailed bases and capitals.

11. A 4' 4" coyote fence will be constructed between stuccoed pilasters flanking the pedestrian entrance on Alameda Street between Unit 7 and the west lotline where the maximum allowable height is 4' 4". Paired wooden pedestrian gates will be installed.

After conducting public hearings and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

FINDINGS OF FACT

1. The Board heard testimony from staff, Applicant, and other people interested in the Application.
2. Zoning staff determined that the Application meets underlying zoning standards.
3. Staff recommends approval of this application which complies with section 14-5.2(D)(9) General Design Standards, Height Pitch Scale and Massing and (E) Downtown & Eastside Historic District.
4. The property is located in the Downtown & Eastside Historic District and the project is subject to requirements of the following sections of the Santa Fe Land Development Code:
    a. Section 14-5.2(C) Regulation of Contributing Structures
    b. Section 14-5.2(D)(9) General Design Standards
    c. Section 14-5.2(E), Downtown & Eastside Historic District
5. Under Sections 14-2.6(C), 14-2.7(C)(2), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f) and 14-5.2(C)(3)(b), 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.
6. Under 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 exhibits, satisfactory to the Board, have been submitted.

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."
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.
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.
16. The information contained in the Application, and provided in testimony and evidence, establishes that all applicable requirements, except for the bedroom addition, southwest portal and coyote fencing for Unit 7, 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 approved the Application as recommended by Staff for Units 3 and 4 with the conditions:
    a. All pediments above windows on the north elevation shall be wood painted a light color white;
    b. The back side of the glass in the window on the far east of the north elevation shall not be translucent, but shall have black backing or via another means that would not allow sight through it;
    c. All trim colors, including any stone, brick, metal or stucco shall be submitted to staff for review and approval;
    d. Any exterior lighting shall be submitted to staff for review and approval
    e. There shall be no publicly visible rooftop appurtenances.
3. The Board approved the Application as recommended by Staff for Unit 7 for the items:

a. Carport
b. North portal

4. 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

IT IS SO ORDERED ON THIS 28th DAY OF JULY 2015, THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios
Chair

7·28·15
Date:

FILED:
Yolanda Y. Vigil
City Clerk

7/29/15
Date:

APPROVED AS TO FORM
Zachary Shandler
Assistant City Attorney

7/28/15
Date:

EXHIBIT

B

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #2021-3111-HDRB
Address – 314 North Guadalupe
Agent's Name – Andrew Lyons
Owner/Applicant's Name – James Heneghan

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on February 23, 2021.

BACKGROUND

At this hearing, the Applicant proposed to construct a new 2,540 square-foot single-story Spanish-Pueblo Revival style residence on a rectangular site in the Westside-Guadalupe Historic District. The site fronts the south side of North Guadalupe Street. The proposed house would be situated to the north and in front of a 899 square-foot bungalow-style house, which was built in the 1920's. The existing bungalow is set to the rear of a large lot that is situated at the corner of North Guadalupe and Jose Streets. The bungalow has a historic status of contributing to the Westside-Guadalupe Historic District. The bungalow would become the accessory dwelling unit upon construction of the new proposed residence, which would be the principle dwelling unit.

The proposed house would have nearly flat roofs hidden behind parapets and canales. Its front/north elevation is wall-dominated with two facades varying in height. The proposed height is 15', close to but below the maximum allowable height for this site, which is 15'1". The house would have a front entry portal on its north façade that matches the house in architectural style. All exposed wood would be stained with Cabot's "Cordovan Brown", and the stain would be used on the exposed wood portion of the galvanized metal-lined canales as well.

The Applicant proposes a vintage pair of front entry doors to be stained Valspar's "Classic Mahogany". All but one of the windows would be aluminum-clad wood units, most of which are casements. Proposed are two double-hung units under the front entry portal, and three awning windows in the garage. A vinyl awning window would be installed in the bathroom on the east elevation. Two sets of French doors are proposed on the east elevation. The window and door cladding will be Sierra Pacific "Brown". The building would have a one-car garage with a metal garage door, painted to match the stucco. Exterior lights would be antique bronze and rustic brown. Proposed skylights would be flat Velux-style units, out of public view. The air conditioning condenser would be ground-mounted and located on the east elevation. A low 41" yard wall would be erected in front of the house at the sidewalk. The wall would have river rock bases, pilasters, and a pedestrian gate. The proposed yard wall height meets the maximum allowable height for this streetscape. The new gate would be constructed of vertical wood planks with clavos and would be stained similar to the front entry doors, "Classic Mahogany". The new house would be stuccoed with La Habra's "Suffolk" to match the existing yard walls on the site. The yard wall on the west elevation was recently constructed by the owners of the lot behind/south of the site of the proposed new construction. The brick paving of the portal would be red, as would the path leading from the portal to the pedestrian gate at the front of the property along North Guadalupe.

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 approval of the project and found that the application complied with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts; and 14-5.2(I), Westside-Guadalupe Historic District 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 Westside-Guadalupe Historic District and is subject to the Westside-Guadalupe Historic District design standards set forth in SFCC Section 14-5.2(I).
7. The Applicant proposed to construct a 2,540 square foot single-story Spanish-Pueblo Revival Style building and yard wall.
8. The lot already contains a bungalow-style residence, which has been designated as a contributing structure.
9. 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."
10. The placement of the existing bungalow toward the back of the lot, with open space in front of the bungalow, helps establish and maintain the character of the Westside-Guadalupe Historic District and adds to the historic associations or historic architectural design qualities that are significant for the district.
11. The proposed new structure would block the view of the contributing bungalow and diminish the existing bungalow's contribution to the streetscape and the district.
12. Under SFCC Section 14-5.2(D)(1)(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."
13. The Board finds that the yard space in front of the contributing bungalow structure is a space that embodies the structure's contributing status.

14. Under SFCC 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. The Board finds that the proposed new structure would cause the adjacent bungalow to lose its contributing status.
16. 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.
17. 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.
18. 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 the Application.
2. The Board denies approval of the Application because the proposed new construction would cause the adjacent structure on lot to lose its contributing status.

IT IS SO ORDERED ON THIS 9TH DAY OF MARCH, 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:

_____ _____
Sally A. Paez Date
Assistant City Attorney

EXHIBIT

C

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
March 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 Amended	2
C. Approval of Minutes		
1. February 23, 2021	Postponed	2
D. Findings of Fact & Conclusions of Law	Approved	3-4
E. Matters from the Public	Comments	4
F. Staff Communications	Comments	4
G. Old Business		
1. Case #2020-002975-HDRB 918 Don Gaspar Avenue	Approved	5-14
2. Case #2021-003109-HDRB 128 West Berger Street	Postponed	15-18
3. Case #2021-003048-HDRB 555 San Antonio Street	Approved with Conditions	18-22
H. New Business		
1. Case #2021-3197-HDRB 555 San Antonio Street	Approved	22-25
2. Case #2021-003199-HDRB 100 E. Water Street.	Postponed	25
3. Case #2021-003199-HDRB 1660 ½ D Cerro Gordo.	Approved	25-27
4. Case #2021-003200-HDRB 300 Garcia street	Postponed	27
5. Case #2021-003185-HDRB 1299 Upper Canyon Road	Approved with conditions	27-35
I. Discussion Items	Comments	35
J. Matters From the Board	Comments	35-36
K. Next Meeting	Tuesday, March 23, 2021	36
L. Adjournment	Adjourned at 10:54 pm	37

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
March 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
Ms. Flynn G. Larson

MEMBERS EXCUSED:
Mr. Anthony Guida
Mr. Buddy Roybal

OTHERS PRESENT:
Mr. Noah Berke, Planner Manager and Staff Liaison
Ms. Nicole Ramirez Thomas, Liaison
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 asked to move Old Business Case #2, 2021-003048 to Case #3 under Old Business. Also, to postpone Case #2021-003200 to March 23, 2021 to allow the applicant to provide additional information.

MOTION: Vice Chair Katz moved, seconded by Member Larson to approve the agenda as amended.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz, and Larson voting in favor and none voting against.

C. APPROVAL OF MINUTES: Postponed

1. February 23, 2021

D. APPROVAL OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Case #2020-002813-HDRB. 27 Anita Place.
2. Case #2020-002916-HDRB. 481 Arroyo Tenorio.
3. Case #2020-001979-HDRB. 613 Canyon Road.
4. Case #2021-003109-HDRB. 128 West Berger.
5. Case #2021-003111-HDRB. 314 North Guadalupe Street.
6. Case #2021-003114-HDRB. 630 Canyon Road.
7. Case #2021-003113-HDRB. 324 Staab Street.
8. Case #2021-003119-HDRB. 331 De Vargas Street.

MOTION: Vice Chair Katz moved, seconded by Member Larson to approve the Findings of Fact and Conclusions of Law.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor and none voting against.

E. MATTERS FROM THE PUBLIC

Stefanie Beninato said she wanted point out at the last meeting the Board discussed nonconforming. Ms. Paez talked about one-third versus two thirds of destruction that makes something lose its non-conformity. That only applies in the case of Act of Nature like a fire or flood that damages two thirds or more. It would have to be rebuilt to conform with today's code. That does not apply to the Berger Street case.

F. STAFF COMMUNICATIONS

Ms. Ramirez Thomas said she contacted the project manager for the PERA Building on presenting to the Board on the solar structures. She is awaiting a return call.

The 2021 Heritage Presentation Awards are coming up. She will talk with OSFA (Old Santa Fe Association) and Historic Santa Fe on how the ceremony will be done this year.

Ms. Paez indicated the February 23rd minutes are in the packet but may not have been readily accessible. The Board could postpone approval if they had not had a chance to review.

Chair Rios checked with members if they had an opportunity to read them.

Member Bienvenu mentioned he had received the minutes.

Vice Chair Katz and Chair Rios indicated they did not read them, and Ms. Biedscheid said she did review them.

MOTION: Member Biedscheid moved, seconded by Member Bienvenu to postpone the February 23, 2021 minutes until the next meeting.

VOTE: The motion passed by unanimous 4(-0) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor and none voting against.

G. OLD BUSINESS

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
March 23, 2021

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	3
A. Roll Call	Quorum Present	3
B. Approval of Agenda	Approved as Amended	4
C. Approval of Minutes		
1. February 23, 2021	Approved as Amended	4
2. March 09, 2021	Approved as Amended	4
D. Findings of Fact & Conclusions of Law	Approved	4
E. Matters from the Public	Comments	4
F. Staff Communications	None	4
G. Old Business		
1. Case #2020-002954-HDRB 333 Sena Street	Approved	5-11
2. Case #2020-003198-HDRB 100 E. Water Street	Approved	11-18
H. New Business		
1. Case #2020-003248-HDRB 121 Aviation Dr.	Postponed	18-36
2. Case #2020-003283-HDRB 827 E. Alameda Street	Approved	36-38
I. Discussion Items 2021 Historic Preservation Awards Land Use Presentation		38-39
J. Matters From the Board	Comments	39
K. Next Meeting	Tuesday, April 13, 2021	39
L. Adjournment	Adjourned at 9:46 pm	39

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
March 23, 2021
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the Santa above date at approximately 5:30 p.m. at a virtual meeting held at https://www.youtube.com/watch?v=-nbJwfxc5Qo&t=11s.

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
Mr. Buddy Roybal

MEMBERS EXCUSED:

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: Member Bienvenu moved, seconded by Vice Chair Katz to approve the agenda.

VOTE: The motion passed by unanimous (6-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz, Larson and Roybal voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. February 23, 2021

2. March 9, 2021

Member Bienvenu requested the following changes to the February 23rd minutes:

- on page 32, 3rd paragraph, 3 lines down add the word "was" before "non-conforming" to read: in the South Armijo Lane case that <u>was</u> nonconforming;
- the next sentence should read, "*in the case of a building*"; and
- in the last paragraph first sentence delete "applies".

Member Bienvenu requested the following change to the March 9th minutes: on page 29, middle of page referring to the garage should be "<u>Frank</u> just measured his at 9 feet."

Chair Rios requested the following change to the February 23rd minutes: on page 39, third paragraph "Chair Rios asked if the person…" delete the words <u>in regard to</u>.

Chair Rios requested the following change to the March 9th minutes under "Matters from the Board": there were question marks after "Chair Rios asked" and it should read, "Chair Rios asked <u>Ms. Paez</u> how close we are to having field trips."

MOTION: Vice Chair Katz moved, seconded by Member Larson to approve the HDRB Hearing Minutes of February 23, 2021 and March 9,2021, as amended.

VOTE: The motion passed by majority (4-0-2) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor, none voting against, and Members Guida and Roybal abstaining.

EXHIBIT

D

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

PROJECT DESCRIPTION:
Construct new single-story building and yard wall on vacant lot.

Case number: **2020-003111-HDRB**
Project Type: HDRB

PROJECT LOCATION (S): 314 North Guadalupe

OW – James Heneghan	2321 Calle Colibri	Santa Fe, New Mexico 87505
AP – Andrew Lyons	P.O. Box 8858	Santa Fe, New Mexico 87505

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on February 23, 2021.

The decision of the Board was to deny the proposed project.
For further information, please call 505-955-6605.

Sincerely,

Angela Schackel Bordegaray

Angela Schackel Bordegaray
Planner Senior, Historic Preservation Division

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)
Call to Order	5:30 pm	1
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
F. Staff Communications	Comments	4
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

ACTION OF THE BOARD

MOTION: In Case #2021-003110-HDRB. 128 West Berger Street, Member Bienvenu moved to postponed to March 9, 2021 for redesign consistent with discussion. Vice Chair Katz seconded the motion.

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.

4. **Case #2021-003111-HDRB. 314 North Guadalupe Street.** Westside-Guadalupe Historic District. Andrew Lyons, agent for Jim Heneghan, owner, proposes to construct a freestanding 2,540 sq. ft. residence to the height of 15'0" where the maximum allowable height is 15'1" and 41" high yardwall and pedestrian gate on a contributing property. (Angela Schackel Bordegaray)

Ms. Bordegaray presented the report.

STAFF REPORT

The applicant wishes to construct a 2,540 square feet single-story Spanish-Pueblo Revival style residence on a rectangular site in the Westside-Guadalupe Historic District. The site fronts North Guadalupe Street on the south side. The proposed house will be situated to the north and in front of a 1920s bungalow style house The existing bungalow is set to the rear of a large lot that is situated at the corner of North Guadalupe and Jose Streets. The bungalow has a historic status of Contributing to the district.

The proposed house will have nearly flat roofs hidden behind parapets and canales. Its front/north elevation is wall-dominated with two facades varying in height. Its proposed height is 15', close to but below the maximum allowable height for this site at 15'1". The house will have a front entry portal on its north façade that matches the house in architectural style. All exposed wood will be stained with Cabot's "Cordovan Brown", and the stain will be used on the exposed wood portion of the galvanized metal-lined canales as well. The applicant proposes a vintage pair of front entry doors to be stained Valspar's "Classic Mahogany".

All but one of the windows will be aluminum-clad wood units, most of which are casements. There are two double-hung units under the front entry portal, and three awning windows in the garage. A vinyl awning window will be installed in the bathroom on the east elevation. Two sets of French doors are proposed on the east elevation. The window and door cladding will by Sierra Pacific “Brown”.

The building will have a one-car garage with a metal garage door to be painted to match the stucco. Exterior lights will be antique bronze and rustic brown.

Proposed skylights will be flat Velux-style units, out of public view. The air conditioning condenser will be ground-mounted and located on the east elevation.

A low 41” yard wall will be erected in front of the house at the sidewalk. It will have river rock bases, pilasters and a pedestrian gate. The yard wall height meets the maximum allowable yard wall for this streetscape. The new gate will be constructed of vertical wood planks, with clavos and be stained similar to the front entry doors, “Classic Mahogany”.

The new house will be stuccoed with La Habra’s “Suffolk” to match the existing yard walls on the site. The yard wall on the west elevation was recently constructed by the owners of the lot behind/south of this site.

The brick paving of the portal will be red, as will the path leading from the portal to the pedestrian gate at the front of the property along North Guadalupe. Story poles were put up.

STAFF RECOMMENDATION

Staff finds that the proposed construction meets the General Design Standards for all Historic Districts, Section 14-5.2 (D); Height 14-5.2(D)(9), and the Westside-Guadalupe Historic District 14-5.2(I).

QUESTIONS FOR STAFF

Chair Rios confirmed the proposal is right on Guadalupe Street and the height is 15 feet. She asked if the house has step-downs and is more than one level.

Ms. Bordegaray replied it is at one level, but the front elevation has a couple of different façades.

Chair Rios confirmed the house is 2500 square feet. She said she assumes the open space is in compliance.

Ms. Bordegaray explained it was a zoning consideration if referring to lot coverage. This has met been reviewed and met the preliminary zoning review standards.

Chair Rios asked if she was seeing different light patterns on the windows on the west elevation.

Ms. Bordegaray believed they were all the same.

Chair Rios asked if the person sending the letter of concern would speak tonight or if Bordegaray could summarize their concerns in regard to the Board.

Ms. Ramirez Thomas noted that the person is present and intends to comment.

Member Biedscheid asked to clarify that the existing bungalow on the property is the proposed residence.

Ms. Bordegaray explained it is on a separate lot behind this project. She thought there was a lot split.

Member Biedscheid explained she was asking because the bungalow is a contributing structure. Her concern is the impact to the unique setback from Guadalupe of the contributing status of the bungalow. It certainly blocks the view and inhibits its ability to contribute to the streetscape. She wasn't sure how to look at that if separate properties.

APPLICANT'S PRESENTATION

Andrew Lyons, PO Box 8858, was sworn. He clarified that in this zoning district there are no lot coverage restrictions that apply. The lot coverage is 27.8% between the two houses. Secondly, the bungalow is on the same property at the southern end.

Three new houses are being built at same time and will be subdivided at some point. The property beyond is where three new houses are being built. The property was recently subdivided. The site plan shows the existing bungalow to the south and the proposed new house to the north on one lot.

Lastly, the height of the proposed house varies. The portal is the lowest section, there is an enclosed section for a bathroom and closet behind the two windows, and the higher areas are the living room, dining room, and kitchen. Moving south toward the bungalow the structure drops 2 feet over the bedrooms and drops again to the garage.

QUESTIONS FOR APPLICANT

Chair Rios asked if the light patterns on the windows were the same.

Mr. Lyons was not sure what she meant. He noted on the elevation displayed that the two windows in the bedrooms are wider than the window in the living room and the tall skinny French doors. The door has divided lights but is not wide enough for vertical mullion so there are horizontal divisions.

Member Roybal asked if the corners will be rounded because the drawings show sharp corners.

Mr. Lyons replied yes, the intent is to be the classic Pueblo Revival with rounded corners and parapets and a softer look.

PUBLIC HEARING

Ms. Beninato said this property epitomizes greed in Santa Fe. The bungalow house was the sole structure on the property. The back lot was supposed to be two, but the owner put three units. There was a lot of discussion about the wall coming down the driveway and if the garbage pails could be put in front. She recalled one lot. Now the original house will be outsized by the new house.

She thought zoning requirements limited a new structure at 50% or no more than 100% of the existing house. The contributing house will now look like the guest unit. This will obscure the contributing structure which may lead to its downgrade of status. It will no longer be visible unless you're at a certain angle.

She couldn't understand how they can put a house bigger than the original house. This will really change the look of the house and the feel of the lot which had a lot of open spaces and a beautiful back yard. Now it has three structures on it.

Kathy Rivera, PO 363, was sworn. She is a neighbor and familiar with the history of the property and the lot split and the decision to place the new construction in the back. A bungalow with a very large front yard is rare and unique to the area.

The long-term residents are aware of the contributing status of the bungalow. The property was sold as a contributing property confirmed by the Board in June 2019.

The Board has discussed several times in the last few years the construction in the back as well as the surrounding lots. Some of the discussions included matching colors and styles to this bungalow. The new requests put the bungalow at risk of being hidden altogether.

With respect to the senior planner and the language in the description, she suggested another concept. This is not a vacant lot, this is the front yard to the bungalow, and it always has been the front yard. There is not a lot split as confirmed. The lot split was to make the construction in the back.

The new requests will do two things. It will hide the unique house, the bungalow, and keep it hidden from the streetscape and public view. Secondly eliminates the existing front yard, landscape and the two long-standing trees.

She understood the Board's role is a steward of unique properties of the streetscape. She asked them to reject the request. It dramatically changes the existing streetscape of this neighborhood and completely hides the unique contributing building from public view. It is not in keeping with good stewardship of contributing buildings, especially one that makes a statement just by its presence.

Long-term precedent that shows its time and place and use in Santa Fe. We will no longer be able to see the bungalow from the street. This flies in the face of the understanding of the original construction. Concerns was that the construction should be placed in the back so as not to detract from the façade of the contributing building and large front yard.

Mr. Eddy heartily agreed with both speakers. The fact that this is a single lot, and the property is being developed is a deal breaker. If it had been a lot split they would have a different argument. The view of the bungalow in the back will be obliterated. It is again erasure of the cultural fabric of Guadalupe Street. It is the first view many people see coming into Santa Fe from the north. It is worth protecting and earlier speakers made compelling arguments for that.

Chair Rios asked the name of the person who sent the letter of concern.

Ms. Ramirez Thomas stated it was Mr. Raven Wingert who appeared to have left the meeting. She offered to summarize his letter.

She said Mr. Wingert's primary point is that a project is scheduled on North Guadalupe to begin this year which impacts the intersection of North Guadalupe and Jose street. The intersection has been problematic for years. His concern is that this project site and the residential project on 502 José Street proposed for 314 units have not considered that Guadalupe Street modifications will begin soon.

The City's own publications explain the evolution of development of Guadalupe Westside district from family farmlands to subdivisions. The architectural impact was it is a neighborhood of bungalows. Another issue is that while the urban design features retaining trees that are healthy with trunks larger than 6 inches, the tree in the front of the property has a beautiful form in regard to the vegetation.

While the parks project is nearing completion and the Hennigan project will initiate construction. Construction access should not use the single driveway planned for road projects. He worries about congestion by construction in multiple construction projects.

The Guadalupe Westside Historic District bungalows (he attached a diagram of the number of existing in proximity to the subject property), while this is a bungalow it has not been externally modified. The proposed new residence at 2540 sf does not acknowledge the historic existence of bungalows.

The new primary residence does not include any significant sheltered exterior space nor leave any for future owners. There are only two parking spaces for the owners and visitors because of a much larger parking area at the south end of the property. It is more than 200 feet for guests to reach the entrance to the residence and slightly more than 100 feet to the closest parking.

Chair Rios said the letter will be made part of the record of this case.

She asked Mr. Lyons to address the comments from Mr. Wingert.

Mr. Lyons said both he and the owner Jim Henneghan wanted to comment.

Mr. Lyons said regarding the construction access, this driveway is dedicated for both this property and the property in the rear. Mr. Wingert's suggestion for a second driveway would have to go before City Traffic. They already have a driveway. He doubted a second driveway off Guadalupe would be approved when

there is already a dedicated driveway. His client, James Henneghan, can address the remaining questions.

Ms. Henneghan, 2321 Calle Calibri, was sworn. She found it unfortunate they are called greedy for the plans they have. We are just trying to build a home for a family of five and have taken care to ensure the project follows codes and laws. They are not asking for any exceptions. They have worked collaboratively with Jay Parks throughout the process to ensure it is both good for the neighborhood and all regulations are followed.

Regarding the comments in the letter. Ms. Henneghan addressed the ingress and parking planned for both properties. Parking exceeds the requirements for in number of spots. The trees on the property have been neglected for at least a decade. They are not as healthy as indicated. Regarding the style of the home with followed guidelines for design in all aspects. She was not aware of any rule governing them to make the design any different. If compared to the others in the area she would reiterate there are homes, restaurants, breweries, a Blakes, and a clinic, so a variety of structures.

She is also a native New Mexican and values the aesthetics of our city. We also want to make Santa Fe a livable city for us. The intent is to live in this neighborhood. There is no greed involved, we just want to build a house our family fits into. She believes the house is aesthetically pleasing and in line with the aesthetics of Santa Fe and complies with the requirements as well.

Chair Rios asked Ms. Henneghan if she was or was not the owner of the bungalow.

Ms. Henneghan said she is the owner.

Chair Rios asked Staff to describe the neighborhood density.

Ms. Ramirez Thomas replied the neighborhood is incredibly dense for Jose Street. There are a significant number of units off and away from Guadalupe Street. At 314, where the property is, is very open in the front with a long yard. It is commercial because it is BCD along Guadalupe. The level of congestion is from the back from Jose Street. The plan is to realign but the intent is to make it more pedestrian friendly and less of a traffic thoroughfare.

Mr. Roybal was concerned that the applicant went through a lot to meet all the requirements to build their home on this lot. There is a mixture of everything on Guadalupe and building this home is not going to affect the district. He is concerned the Board is trying to redirect this when the applicant met the

requirements. It will make a wonderful home for a family and is close to downtown and all of the activity on Guadalupe.

He said he is in favor of the project and also the rights of someone who buys a lot to build a home on it. He thought the project should be approved.

Member Larson indicated the public raised valid points, especially regarding the contributing building. This does tell the story of the district with the deep lot. She thought that important to consider. The design of the house is in compliance and done well and she had nothing to add to the design. But it is difficult because the Board is trying to protect character of the district. They couldn't say that nothing can be built there, but they can try to mitigate what would be lost if this is added to the streetscape.

She asked to look at the streetscape on Google Maps. She noted the mature trees on the lot which make it more difficult because they tell the landscape history.

Ms. Ramirez Thomas noted that the Board has no purview regarding vegetation. She said Mr. Berke could comment on the preservation of mature trees.

Member Biedscheid agreed with the members of the public and thanked them for being so forceful in their comments. She sympathized with the applicant who followed the rules on design. But she isn't able to look at the design of the house because of its impact on the contributing bungalow.

She said they sometimes tend to devalue open spaces when making decisions. The description of a vacant lot is not accurate for this project. This is part of the contributing structure and its placement on the lot is important. She read from 14-5.2(D)1(a) on the status of the building, "*The removal of historic materials or alterations of architectural features and spaces that embody the status shall be prohibited."* She said the space contributing to part of the status here is affected by the proposal.

She said Ms. Beninato pointed out the long conversations the Board has had about the wall and the colors and the impact the development had on the back of this property. To discount the impact of something right on Guadalupe is inconsistent with our discussions when we approved development in the back. It is about the placement on the lot and its impact to the contributing bungalow.

Ms. Ramirez Thomas reviewed the Google map overview noting the bungalow isn't visible. The intersection of Guadalupe and Jose Streets was shown;

across the street is an Alsups with a Martinizing next door. Jose Street has a veterinary office and a small building and there are several properties further back.

Member Bienvenu said he appreciated the applicant's frustration. It is a beautiful project and they have done a great job and are correct that it is designed within the guidelines. In fact, the building is much nicer than most others on Guadalupe. The problem is that it is hiding and dwarfing the contributing structure.

He said the ordinance is very specific if new construction causes a downgrade of an existing structure the Board may deny the application. In this case, he concludes the new construction would downgrade the bungalow because it would become invisible. It almost would make no sense being on the same lot with a structure that is immediately adjacent and in front of it on the street and bears no harmony with it. In this case this particular contributing structure is significant enough that the Board does not want to lose it. Also, the owner of the property could probably predict that they would not be able to expand on the remaining parts of the lot. He was inclined, for those reasons, to believe this would not be approved.

Vice Chair Katz asked where the back line of the property is on the photograph displayed.

Ms. Ramirez Thomas indicated what she believed to be the back of the property, but Mr. Lyons indicated it was further down and directed her to the correct location.

Vice Chair Katz said he agreed with the comments that the new construction was blocking the contributing structure and is harmful to the streetscape.

Mr. Berke explained a lot split was done and is a legal lot of record and shows the lot line. Staff looks at the BCD section of Code which is streetscape section. He pointed out that Code talks about design objectives for the townscape and the BCD Westside Guadalupe. It says to maintain the small scale and residential character and streetscape. After that Staff looks at the BCD guidelines for development, which has no density requirement. There is also no landscape requirement. The surrounding neighborhood directly to the east is high density residential (R-29). The development patterns show many small individual lots and a lot of density. Multiple units are on single parcels sometimes in excess of 10 units. Also, gradually you come to this property with a mix of residential, small residential, as well as commercial development.

There are no landscaping requirements for this property because it is the BCD Westside Guadalupe subdistrict. Also, significant trees of six-inches or

greater are only required to be replaced if required as part of a development review, such as screening or part of the streetscape. This project was looked at as a house and a guest house. The bungalow is considered a guest house because the new development will be the primary dwelling unit. It meets all setback requirements and satisfies the streetscape ordinance for the district.

Chair Rios asked for more information on the lot split.

Mr. Berke shared his screen. Ms. Bordegaray indicated it is included in the packet. The applicant submitted the lot split in 2019. The lot line was displayed showing splitting the property into two tracts. Plans were reviewed by Fire and the DRT team. The rear lots with 3 units were shown. This was processed through a formal lot split and the applicant submitted a permit for the three units in the back. The lot split was approved and was publicly noticed and heard by the Summary Committee in 2019.

Chair Rios confirmed that the property being discussed now with a bungalow house is not the lot that is the split lot. The split is further back.

Mr. Lyons added the lot line indicated by Mr. Berke was incorrect and it was actually further north.

Mr. Berke apologized and agreed, it is behind the bungalow.

Mr. Lyons added that when you view the aerial of Google Earth, they can see the lot was all farmland at one point. The lot is an anomaly and is a large lot with vacant land in comparison to the surrounding neighborhood. That was especially the case prior to the lot split and the three new houses in back that were built.

Mr. Lyons said 314 and 314A was all one lot until two years ago. It is not out of character for a house to be built on the forward northern portion of a lot. In fact, it is in keeping with the rest of the surrounding neighborhood.

Ms. Ramirez Thomas wanted to look at the contributing status of the bungalow at the back in depth. She read from Code, (D)1.A, *"The status of a significant, contributing, or landmark structure shall be retained and preserved or proposed alteration, will cause a structure to lose significant contributing or landmark status, the application shall be denied. The removal of historic material or alteration or architectural features or spaces that embody the status shall be prohibited*."

She said the challenge with calling on the spaces is that landscaping, yard, etc., cannot be part of the contributing status of the property. It is questionable to interpret yard space as one that embodies the status. Her understanding and experience of code is that refers to more like a courtyard or similar space created by surrounding structure.

Ms. Ramirez Thomas cautioned the Board to consider how the contributing status or any of the primary façades of the actual structure that is contributing, is affected by building a house near or in front of it.

Chair Rios asked Ms. Ramirez Thomas to remind them of the primary façades.

Ms. Ramirez Thomas replied she heard them cited and would have to look at the case where it was designated. She guessed it would be the east and north façades because they are publicly visible.

Chair Rios said it appeared the entrance to the bungalow was on the south elevation. Ms. Ramirez Thomas didn't know.

Chair Rios asked to confirm with Ms. Heneghan.

Ms. Heneghan said the entrance faces Guadalupe.

Mr. Lyons said there is an entrance on both north and south. He explained there is a back door into the bungalow from the garage.

Ms. Heneghan said she wanted to take a moment to reiterate they have been thoughtful about reviewing. They have followed the rules regarding the space versus the structure when it comes to a contributing status. She responded to Member Bienvenu who questioned why we might have the impression we would be allowed to do this. She wants to reiterate that there was nothing to indicate that they would *not* be allowed to do this. They have gone through many milestones. They purchased the lot they subdivided it and got the permits. There were many opportunities to see caveats. The answer to that question is nothing was indicated that they could not move forward in this way.

BOARD DISCUSSION

Member Bienvenu thanked Ms. Heneghan for her explanation. He said he did not mean to suggest that she actually had that knowledge. He was just remarking that the public could have known based on the facts.

ACTION OF THE BOARD

MOTION: In Case 2021-003111-HDRB, 314 North Guadalupe Street. Member Bienvenu moved the application be denied on the basis that the proposed new construction would cause the adjacent structure on the lot to lose its contributing status, per 14-5.2(D)1.b of the ordinance.

VOTE: The motion passed by majority (3-2) roll call vote with Members Biedscheid, Bienvenu and Katz voting in favor and Larson and Roybal voting against.

Chair Rios explained to the applicant the appeal process to City Council and Staff could guide them.

5. **Case #2021-003114-HDRB. 630 Canyon Road.** Downtown and Eastside Historic District. Lorn Tryk Architects, agent for Santa Fe Monthly Meeting of Friends, owner, proposes to construct a 2,085 sq. ft. freestanding non-residential structure to a height of 14' 8" on a significant property. (Daniel Schwab)

Mr. Schwab provided the Staff report.

STAFF REPORT

630 Canyon Road is property with non-residential structure designated Significant to the Downtown and Eastside Historic District. The main structure on the street, known as the Olive Rush House, is a significant structure used by the Santa Fe Monthly Meeting of the Religious Society of Friends.

The Society proposes to construct a new structure behind the main structure, in a location with no public visibility. It will have 1500 square feet of heated space and 585 square feet of portal. The maximum allowable height is 14 feet 9 inches, and the structure will be 14 feet 8 inches in height. The main room will have an octagonal form, with additional rooms on the west, north and south. Portals will extend in front of the north façade and the southeast corner. The stucco will be El Rey "Buckskin." The windows and doors will be colored Sierra Pacific "Seawolf" and the wood framing of the portals will be clear stained. All rooftop appurtenances will be screened by parapets and outdoor lighting will be dark sky-compliant sconces with an oil-rubbed bronze finish.

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, NEW MEXICO

PROJECT DESCRIPTION: Andrew Lyons, agent for James Henegin, proposes construction of a new residence on a vacant lot in the Westside-Guadalupe Historic District.

Case number: **2020-003111-HDRB**
Project Type: **HDRB**

PROJECT LOCATION (S): 314 North Guadalupe

OW - James Heneghan 2321 Calle Colibri Santa Fe, NM 87505
AP – Andrew Lyons P.O. Box 8858 Santa Fe, NM 87504

PROJECT DATA:

HISTORIC DISTRICT

Don Gaspar Area **Downtown and Eastside** ☐ **Historic Review** ☐ **Transition** ☐ **Westside-Guadalupe X**

HISTORIC BUILDING STATUS

Non-Statused ☐ **Non-Contributing** ☐ **Contributing** X **Significant** ☐ **Landmark** ☐ **N/A** X

PRIMARY ELEVATIONS:	**North** ☐	**South**	**West**	**East** ☐	**N/A** X
PUBLICLY VISIBLE FACADE-EAST			Yes	No	
PUBLICLY VISIBLE FACADE-NORTH			Yes	No	
PUBLICLY VISIBLE FACADE-SOUTH			Yes	No	
PUBLICLY VISIBLE FACADE-WEST			Yes	No	

HISTORIC DISTRICT INVENTORY NUMBER _____NA _____

YEAR OF CONSTRUCTION _____NA_____

PROJECT TYPE

Status ☐ **Primary Elevations** ☐ **Remodel** X **Demolition** ☐ **New** ☐ **Other** _____

USE, EXISTING **Residential** **Non-Residential** ☐ **Vacant** X

USE, PROPOSED **Residential X** **Non-Residential** ☐

HISTORIC BUILDING NAME NA

City of Santa Fe, New Mexico

memo

DATE: February 23, 2021

TO: Historic Districts Review Board Members

FROM: Angela S. Bordegaray, Senior Planner, Historic Preservation Division

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Case # 2020-003111-HDRB

Address: 314 North Guadalupe
Historic Status: New Construction
Historic District: Westside-Guadalupe

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

__x__ District Standards & yard wall & fence standards.

__NA__ Historic Inventory Form

__x__ Zoning Review Sheet

__x__ Other: max allowable height calculation

APPLICANT SUBMITTALS

__x__ Proposal Letter

__x__ Site Plan/Floor Plan

__x__ Elevations

__x__ Photographs

__x__ Other: Stucco, Wood Color swatches and Light Fixtures

STAFF RECOMMENDATION:

Staff finds that the proposed construction meets the General Design Standards for all Historic Districts, Section 14-5.2 (D); Height 14-5.2(D)(9), and the Westside-Guadalupe Historic District 14-5.2(I).

BACKGROUND & SUMMARY:

The applicant wishes to construct a 2,540 square feet single-story Spanish-Pueblo Revival style residence on a rectangular site in the Westside-Guadalupe Historic District. The site fronts North Guadalupe Street on the south side. The proposed house will be situated to the north and in front of a 1920s bungalow style house The existing bungalow is set to the rear of a large lot that is situated at the corner of North Guadalupe and Jose Streets. The bungalow has a historic status of Contributing to the district.

The proposed house will have nearly flat roofs hidden behind parapets and canales. Its front/north elevation is wall-dominated with two facades varying in height. Its proposed height is 15', close to but below the maximum allowable height for this site at 15'1". The house will have a front entry portal on its north façade that matches the house in architectural style. All exposed wood will be stained with Cabot's "Cordovan Brown", and the stain will be used on the exposed wood portion of the galvanized metal-lined canales as well. The applicant proposes a vintage pair of front entry doors to be stained Valspar's "Classic Mahogany".

All but one of the windows will be aluminum-clad wood units, most of which are casements. There are two double-hung units under the front entry portal, and three awning windows in the garage. A vinyl awning window will be installed in the bathroom on the east elevation. Two sets of French doors are proposed on the east elevation. The window and door cladding will by Sierra Pacific "Brown".

The building will have a one-car garage with a metal garage door to be painted to match the stucco. Exterior lights will be antique bronze and rustic brown.

Proposed skylights will be flat Velux-style units, out of public view. The air conditioning condenser will be ground-mounted and located on the east elevation.

A low 41" yard wall will be erected in front of the house at the sidewalk. It will have river rock bases, pilasters and a pedestrian gate. The yard wall height meets the maximum allowable yard wall for this streetscape. The new gate will be constructed of vertical wood planks, with clavos and be stained similar to the front entry doors, "Classic Mahogany".

The new house will be stuccoed with La Habra's "Suffolk" to match the existing yard walls on the site. The yard wall on the west elevation was recently constructed by the owners of the lot behind/south of this site.

The brick paving of the portal will be red, as will the path leading from the portal to the pedestrian gate at the front of the property along North Guadalupe.

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:

Date Submitted: 22 Jan. 2021

Property Owner of Record: James Heregan

Applicant/Agent Name: Andrew Lyons

Contact Person Phone Number: (505) 982 7999

Site Address: 314 N. Guadalupe

Proposed Construction Description: New Primary Residence

TOTAL ROOF AREA: 2,540 s.f.

Zoning District: BCD - WEST

Overlay: ☐ Escarpment _____
☐ Flood Zone*
☐ Other: _____

Submittals Reviewed with PZR:
☑ Legal Lot of Record ☐ Development Plan ☑ Building Plans ☑ Existing Site Plan ☐ Proposed Site Plan ☑ Elevations

Supplemental Zoning Submittals Required for Building Permit:
☐ Zero Lot Line Affidavit

Access and Visibility: ☐ Arterial or Collector**
☑ Visibility Triangle Required

Use of Structure: ☑ Residential
☐ Commercial Type of Use: _____

Terrain: ☐ 30% slopes N/A

Lot Coverage : N/A %
☐ Open Space Required: _____

Setbacks:
Proposed Front: 10'-2" Minimum: 10'
2nd Front? ✓
Proposed Rear: 103' Minimum: 15'
Proposed Sides: L 14' R 5'-1" Minimum: 5'

Height: Proposed 15'-0"
Maximum Height: ✓ or
☒ Regulated by Historic Districts Ordinance
☐ Regulated by Escarpment District

Parking Spaces:
Proposed 5 Accessible NA
Minimum: 3

Bicycle Parking:**
Proposed: _____ Minimum: N/A
** Commercial Requirement

* Requires an additional review conducted by Technical Review Division.
** Requires an additional review conducted by the Traffic Engineering Division.

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

Andrew Lyons [☐OWNER ☑APPLICANT ☑AGENT]
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

SIGNATURE 22 Jan. 2021 DATE

To Be Completed By City Staff:

Additional Agency Review if Applicable:
☐ Escarpment Approval by _____ Date: __/__/__
☐ Flood Plain Approval by _____ Date: __/__/__
☐ Traffic Engineering Approval by _____ Date: __/__/__
Notes: _____

Zoning Approval:
☐ **Preliminary Approval** ☐ **with conditions** ☐ **Rejected**
Comments/Conditions: _____

REVIEWER: _____ **DATE:** __/__/__

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.

Revised 20 November 2020

ANDREW LYONS
DESIGN AND DRAFTING LLC
P.O. BOX 8858
SANTA FE, NEW MEXICO 87504
505-982-7999
andrew@andrewlyonsdesign.com

25 January, 2021

Historic Districts Review Board
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

Re: New Primary Residence at 314 N. Guadalupe

Dear Board Members,

Attached you will find my submittal on behalf of the property owner, Dr. James Heneghan, for the proposed new primary residence to be built at 314 N. Guadalupe.

There currently exists on the property an 899 s.f. bungalow-style residence, circa 1920's, and it is listed as historically contributing. The existing structure is set to the rear of the relatively large lot that is situated at the corner of N. Guadalupe and Jose Street and will become the 'accessory dwelling unit' upon construction of the new proposed residence.

Also existing on this property are new CMU & stucco yard walls plus several integral pilasters that have river rock bases. These walls & pilasters were recently built by the owner/developer of the property behind (to the south) of the subject property where three new houses are being built, and lie alongside the eastern edge of the driveway serving all the structures on both properties (a total of five residences). While the new yard walls and pilasters are currently only stuccoed to the point of having a grey coat, the intended color is La Habra 'Suffolk'.

The proposed new structure is to be built in the Pueblo Revival style, with near-flat roofs hidden behind typical parapets and cañales. The heated area is 2,147 s.f., the area of the unheated 1-car garage is 327 s.f., the front portal is 66 s.f., The total roofed area is 2,540 square feet.

The overall dimensions of the rectangular structure are 79'-6" x 35'-4". The building site is quite flat and the proposed maximum height is 15'-0" from finished grade whereas the maximum allowable height as calculated by City's Historic Preservation Department is 15'-1".

The new structure is to be stuccoed with La Habra 'Suffolk' to match the existing new yard walls & pilasters mentioned above.

All but one of the windows in the proposed residence are to be aluminum-clad wood units, and of these, most are casements. There is one pair of double-hung units under the front entry portal, and there are three awning windows in the garage. We intend to install one vinyl awning window in a bathroom and its exterior will be painted to match the cladding of the other windows. The windows, and the three pairs of

French doors, will have true divided lights with patterns as indicated on the elevations. The windows and French doors will be supplied by Sierra Pacific and the cladding color is 'Brown'.

At the entry portal on the north (street) end of the structure, all exposed wood will be stained with Cabot's 'Cordovan Brown', and this stain will be used on the exposed wood portion of the galvanized metal-lined cañales as well. The vintage pair of front entry doors will be stained with Valspar's 'Classic Mahogany'.

The brick paving of the portal will be red, as will be the path leading from the portal to the pedestrian gate at the front of the property along North Guadalupe.

The metal garage door and trim will be painted to match the stucco. The intended finish of the exterior lights will be antique bronze and rustic brown.

There are several skylights located on the roof and they will be flat Velux-style units, invisible from below. While there are no other appurtenances on the roof besides plumbing vents, there is a ground-mounted air conditioning condenser to be located on the east side of the structure, towards the south end, as shown on the proposed site plan. There are no plans for solar panels on the project.

At the front of the property, just inside the north property line, a new length of yard wall plus pilasters, and a pedestrian gate, is to be built. The height of this new wall above finish grade is to be 41", this is the maximum yard wall height as calculated by HPD, and the yard wall will be stuccoed with La Habra 'Suffolk' to match the soon-to-be color coated existing new yard walls and proposed residence. The proposed pedestrian gate and adjacent pilasters are roughly centered in the middle of the new length of yard wall, the pilasters will have river rock bases to match existing. The new gate will be constructed of vertical wood planks with clavos and will be stained similar to the pair of front doors, 'Classic Mahogany'.

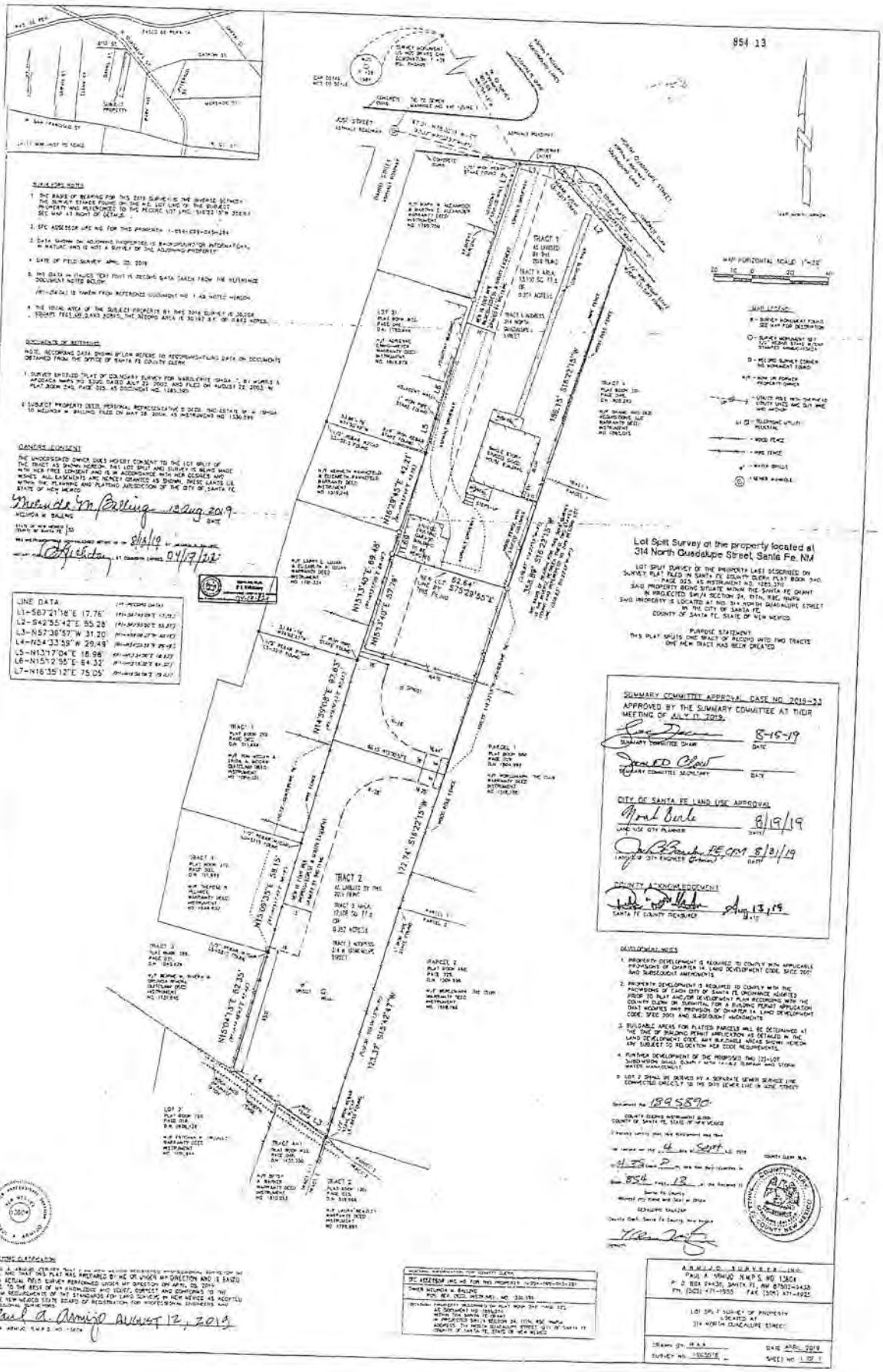
As of yet, there have been no plans made for landscaping nor hardscaped outdoor living areas but everything will be tastefully done once HDRB approval for the structure is gained and the project moves forward. I request that the owner and I be allowed to work with HPD staff for administrative approval for the proposed landscaping plan when the time comes.

Please don't hesitate to call me at 982-7999 if you have any questions regarding this submittal. Thank you for your time and consideration.

Sincerely,

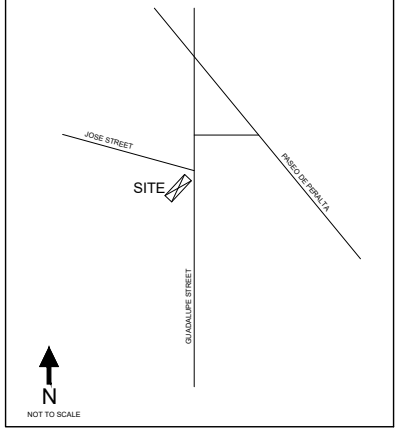
Andrew Lyons

Cc: Dr. Jim Heneghan


854 13
Lot Split Survey at the property located at
314 North Guadalupe Street, Santa Fe, NM
LOT SPLIT SURVEY OF THE PROPERTY LAST DESCRIBED ON SURVEY PLAT FILED IN SANTA FE COUNTY CLERK PLAT BOOK 340, PAGE 025 AS INSTRUMENT NO. 1285,370
SAID PROPERTY BEING SITUATE WITHIN THE SANTA FE GRANT IN PROJECTED SEC 24, T17N, R8E, NMPM
SAID PROPERTY IS LOCATED AT NO. 314 NORTH GUADALUPE STREET IN THE CITY OF SANTA FE, COUNTY OF SANTA FE, STATE OF NEW MEXICO
PURPOSE STATEMENT
THIS PLAT SPLITS ONE TRACT OF RECORD INTO TWO TRACTS ONE NEW TRACT HAS BEEN CREATED
SURVEYOR'S NOTES
OWNER'S CONSENT
SUMMARY COMMITTEE APPROVAL CASE NO. 2019-53
APPROVED BY THE SUMMARY COMMITTEE AT THEIR MEETING OF JULY 17, 2019.
CITY OF SANTA FE LAND USE APPROVAL
COUNTY ACKNOWLEDGEMENT
DEVELOPMENT NOTES
SURVEYOR'S CERTIFICATION
ARMIJO SURVEYS, INC.
PAUL A. ARMIJO, N.M.P.S. NO. 13604
LOT SPLIT SURVEY OF PROPERTY LOCATED AT 314 NORTH GUADALUPE STREET
DATE APRIL 2019
SHEET NO. 1 OF 1

A NEW PRIMARY RESIDENCE
AT
314 NORTH GUADALUPE

VICINITY MAP



GENERAL NOTES:

1. WORK PERFORMED SHALL COMPLY WITH THE THE FOLLOWING:
   -GENERAL NOTES UNLESS OTHERWISE NOTED ON PLANS OR SPECIFICATIONS;
   -INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION
   -ALL APPLICABLE LOCAL AND STATE CODES, ORDINANCES AND REGULATIONS.
2. ALL DRAWINGS, SPECIFICATIONS & COPIES THEREOF FURNISHED BY THE DESIGNER SHALL REMAIN THE DESIGNER'S PROPERTY. THEY ARE TO BE USED ONLY WITH RESPECT TO THIS PROJECT AND ARE NOT TO BE USED ON ANY OTHER PROJECT.
3. DO NOT SCALE DRAWINGS; USE FIGURED DIMENSIONS ONLY.
4. IN CASE OF CONFLICT LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
5. CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS & OTHERWISE VERIFY ALL DIMENSIONS SHOWN ON THE DRAWINGS, INCLUDING THE CONTRACTOR'S SUB-CONTRACTORS & MANUFACTURER'S SHOP DRAWINGS. SHOULD ANY INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK UNTIL INCONSISTENCIES ARE REPORTED TO THE DESIGNER & CLARIFIED OR CORRECTED. SHOULD NOT QUESTIONS BE ASKED IT IS ASSUMED THE CONTRACTOR INTERPRETS THE DRAWINGS PER THE ARCHITECTS INTENT.
6. THE NOTES & DRAWINGS ARE INTENDED TO DESCRIBE & PROVIDE FOR A COMPLETE SCOPE OF WORK. THE CONTRACTOR SHALL MAKE EVERY ATTEMPT TO FURNISH ALL LABOR & EQUIPMENT NECESSARY FOR THE WORK AS DESCRIBED BY THE NOTES & DRAWINGS. IT IS UNDERSTOOD & AGREED BY THE CONTRACTOR THAT THE WORK DESCRIBED SHALL BE COMPLETE IN EVERY DETAIL, EVEN THOUGH EVERY ITEM NECESSARILY INVOLVED IS NOT INDIVIDUALLY MENTIONED.
7. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION'S MEANS, METHODS, TECHNIQUES, SEQUENCES & PROCEDURES & FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY.
8. ALL POSTED SIGNS SHALL BE FURNISHED BY THE CONTRACTOR & SHALL BE OF PERMANENT DESIGN. SUCH SIGNS SHALL NOT BE REMOVED OR DEFACED & IF REMOVED, DEFACED OR LOST, SHALL BE REPLACED IMMEDIATELY.
9. ALL DIMENSIONS, UNLESS NOTED OTHERWISE (U.N.O.) ARE TO THE FACE OF STUDS, FACE OF MASONRY/CONCRETE WALLS OR CENTER OF OPENINGS.
10. PROVIDE ADEQUATE SUPPORT FOR STUDS WHERE INTERIOR WIRING, PLUMBING, ETC. MAKES SPACING GREATER THAN 16" O.C.
11. PROVIDE CONTINUOUS BLOCKING AT ALL WALL HUNG CABINETRY & SHELVING.
12. ALL CONTINUOUS CLIPS & BLOCKING MUST BE FASTENED THROUGH THE STUDS. ALL FASTENERS USED TO ANCHOR COMPONENTS & OTHER CABINETRY ITEMS SHALL BE CONCEALED.

CODE INFORMATION

ZONING:	BCD WEST
OCCUPANCY:	R-3
CONSTRUCTION TYPE:	V-B

BUILDING SIZE:

	Existing Residence	New Residence	New Totals
Heated:	899 s.f.	2,147 s.f.	3,046 s.f.
Unheated Garage:	-	327 s.f.	327 s.f.
Portal:	198 s.f.	66 s.f.	264 s.f.
Total Enclosed:	899 s.f.	2,474 s.f.	3,373 s.f.
Total Roofed:	1,097 s.f.	2,540 s.f.	3,673 s.f.

SETBACKS:
- FRONT: 10'
- SIDE: 5'
- REAR: 15'-0" (20% of Average Depth of Lot > 15')

MAX. HEIGHT: 24' (15'-1" Maximum per Historic Preservation Department Calculations)
- 15'-0" Maximum Actual

MAX. LOT COVERAGE: Not Applicable, per BCD West Zoning

PARKING: 3 Spaces Required (2 at New Primary Residence, 1 at Existing ADU)
- 5 Spaces Provided (2 + 1-Car Garage at New Primary Residence; 2 at Existing ADU)

DRAWING INDEX

SHEET	TITLE
T	TITLE SHEET
C-1	EXISTING SITE PLAN
C-1	PROPOSED SITE PLAN
A-1	PROPOSED FLOOR PLAN
A-2	PROPOSED ELEVATIONS
A-2.1	PROPOSED YARD WALL ELEVATIONS

ANDREW LYONS
DESIGN AND DRAFTING LLC
505-982-7999 andrew@andrewlyonsdesign.com
PO BOX 8858 SANTA FE NEW MEXICO

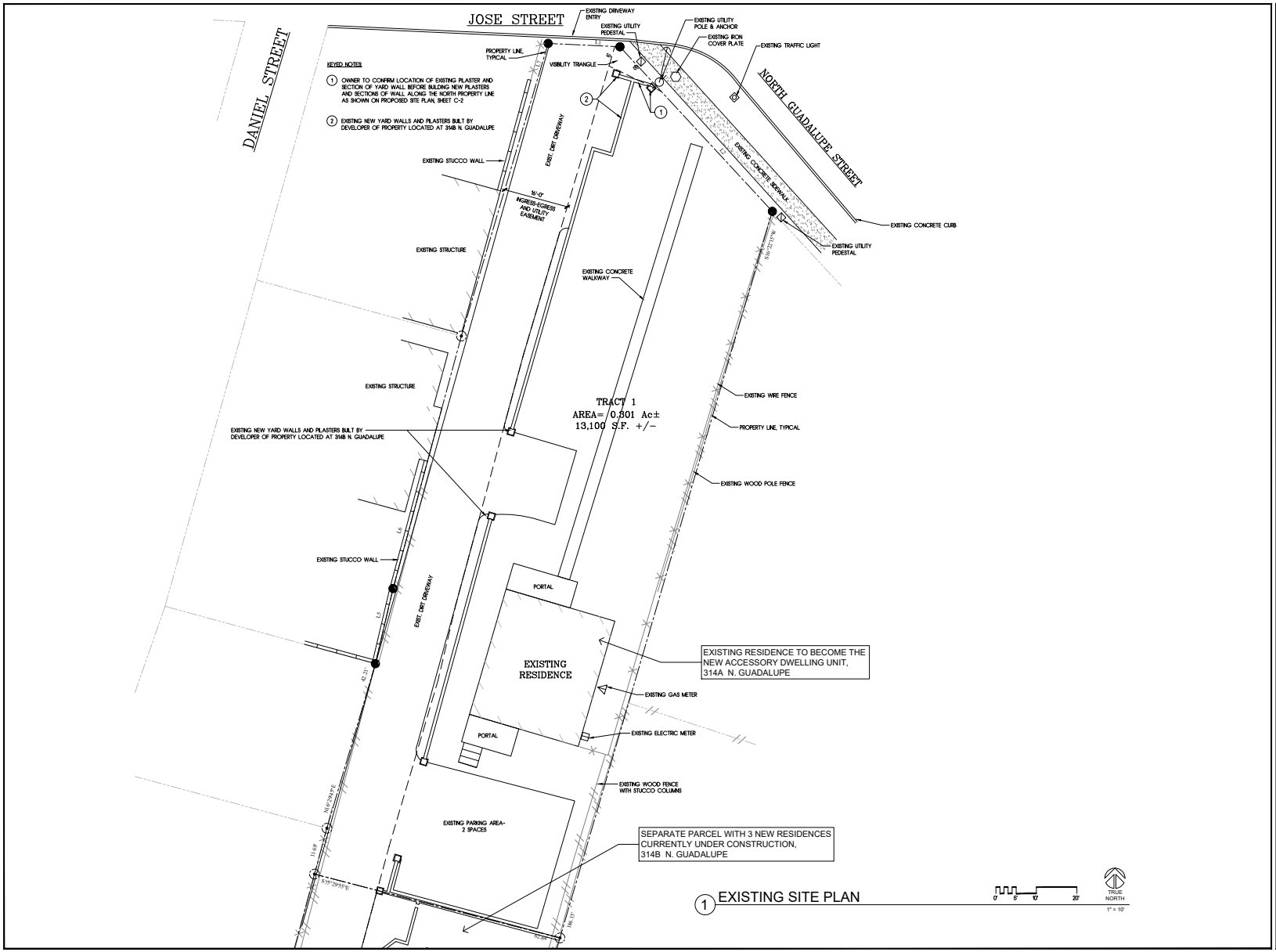
A NEW PRIMARY RESIDENCE AT 314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE: 22 JAN., 2021

REVISIONS:

SHEET TITLE: TITLE SHEET

SHEET: T



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P O B O X 8858 SANTA FE NEW MEXICO

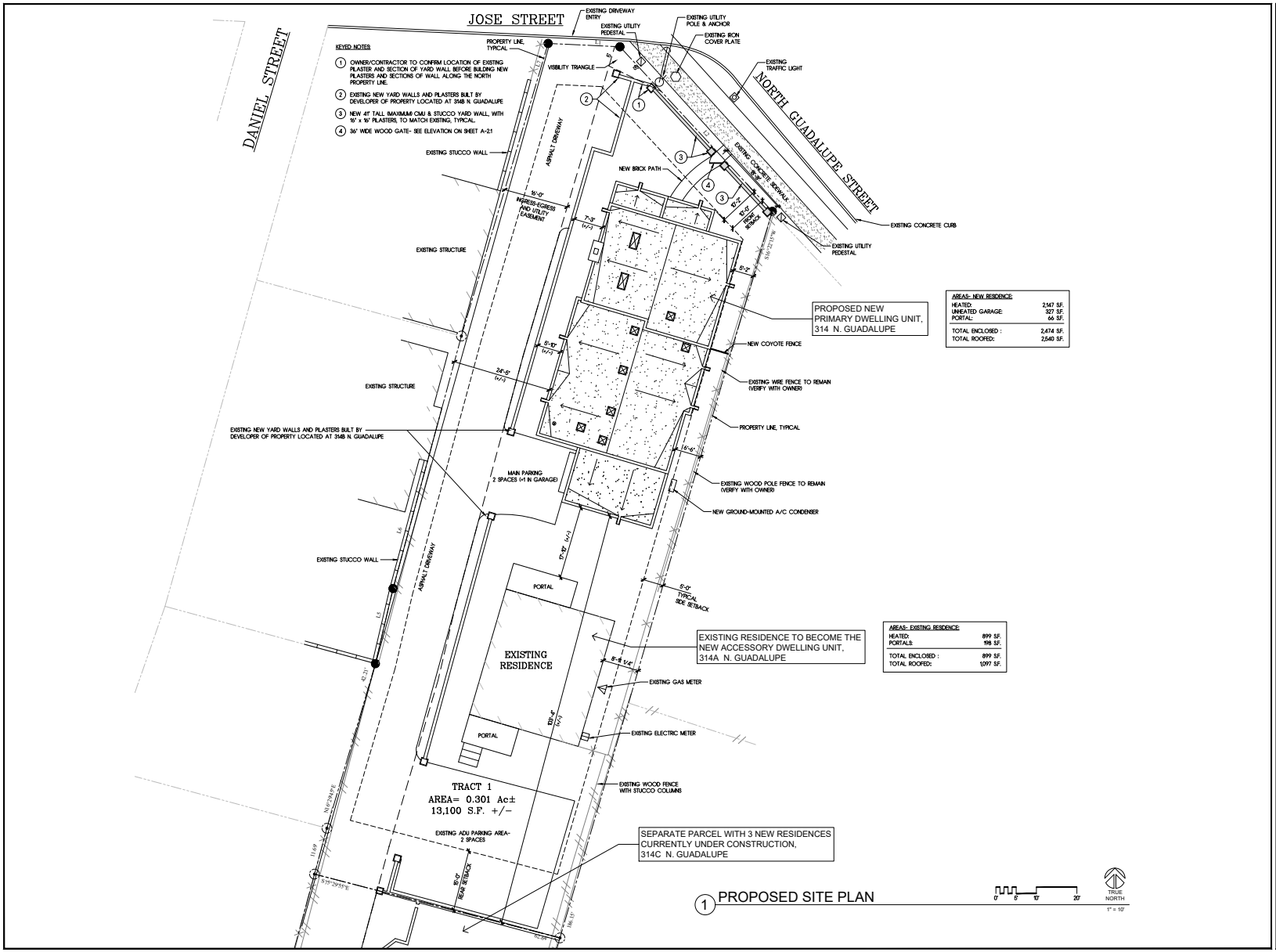
A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
22 JAN., 2021

REVISIONS

SHEET TITLE
EXISTING SITE PLAN

SHEET
C-1



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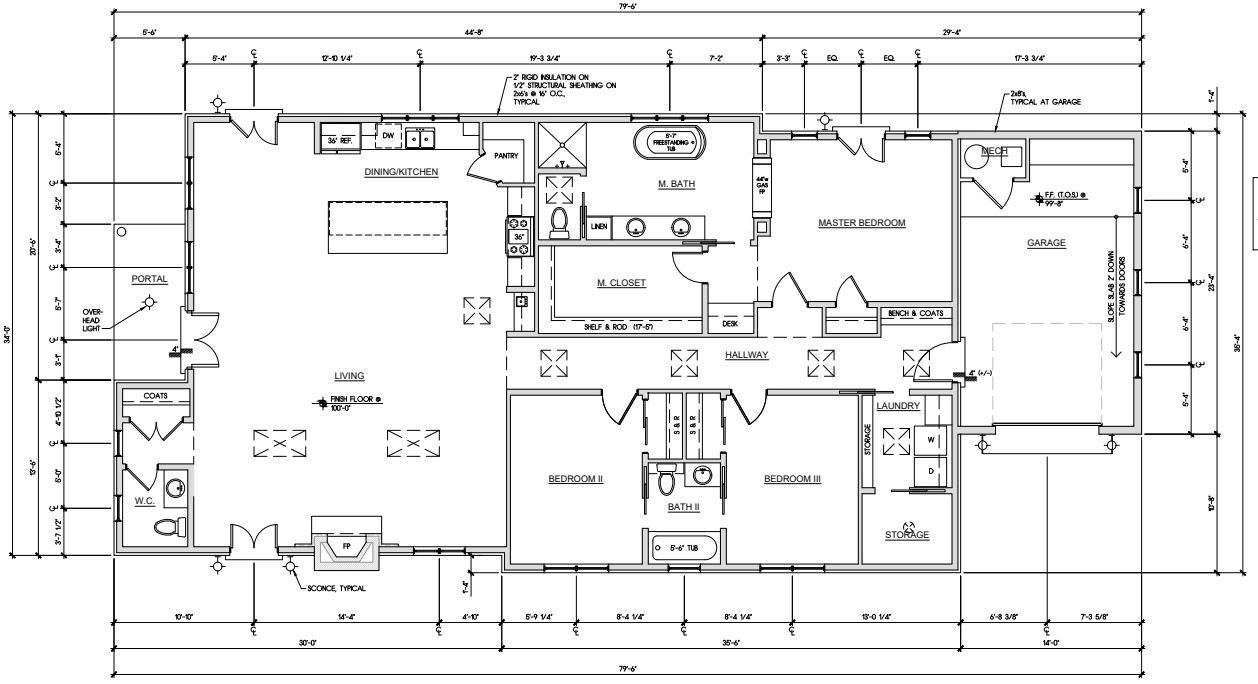
DATE
22 JAN., 2021

REVISIONS

SHEET TITLE
PROPOSED SITE PLAN

SHEET
C-2



1 PROPOSED FLOOR PLAN

ANDREW LYONS
DESIGN AND DRAFTING LLC
505-982-7999
P O BOX 8858 SANTA FE NEW MEXICO
andrew@andrewlyonsdesign.com

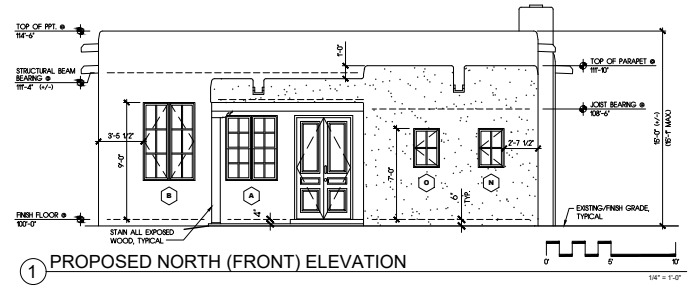
A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
22 JAN., 2021

REVISIONS

SHEET TITLE
PROPOSED FLOOR PLAN

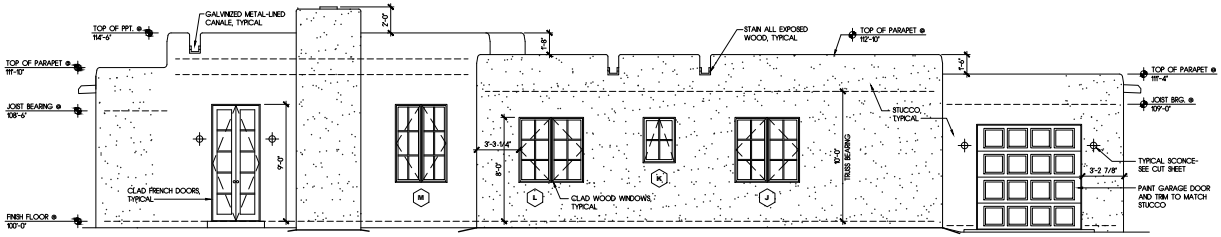
SHEET
A-1



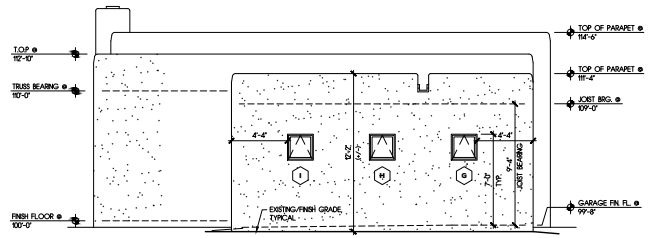
1 PROPOSED NORTH (FRONT) ELEVATION

EXTERIOR FINISHES & COLORS:

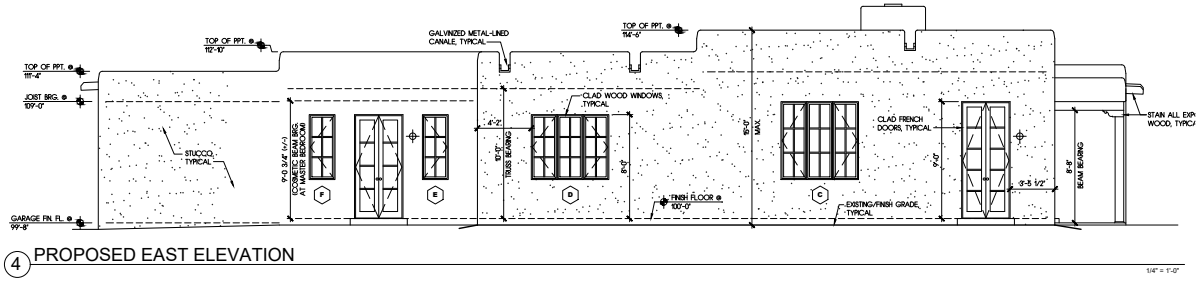
STUCCO:	LA HABRA 'SUFFOLK'
WINDOW AND PATIO DOOR CLADDING:	SIERRA PACIFIC 'BROWN'
ENTRY PORTAL POSTS & BEAMS, & CANALES:	CABOT SEMI-SOLID STAIN 'CORDOVAN BROWN'
ENTRY DOOR:	VALSPAR SOLID STAIN 'CLASSIC MAHOGANY'
GARAGE DOOR & TRIM:	PAINTED TO MATCH STUCCO
EXTERIOR LIGHTING:	ANTIQUE BRONZE AND RUSTIC BROWN
FRONT ENTRY PATH & PORTAL BRICK PAVING:	RED
DRIVEWAY GRAVEL:	SANTA FE BROWN



2 PROPOSED WEST ELEVATION



3 PROPOSED SOUTH ELEVATION



4 PROPOSED EAST ELEVATION

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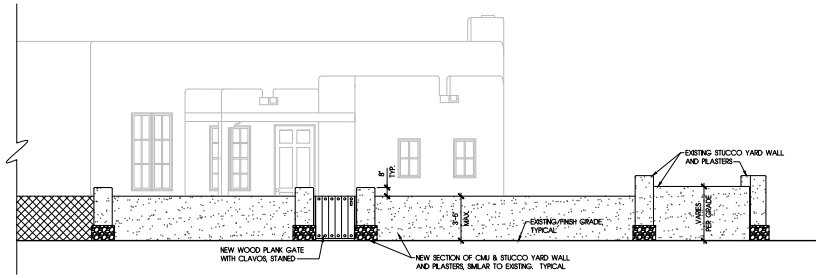
A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
22 JAN., 2021

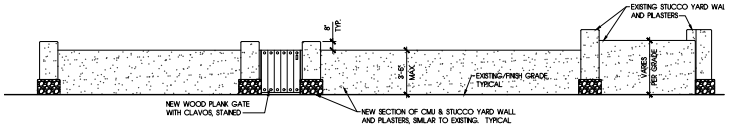
REVISIONS

SHEET TITLE
PROPOSED ELEVATIONS

SHEET
A-2



1 PROPOSED NORTH (FRONT) ELEVATION - YARD WALL AND RESIDENCE BEYOND
HEAD ON VIEW OF WALL
1/4" = 1'-0"



2 PROPOSED NORTH (FRONT) ELEVATION - YARD WALL ONLY
HEAD ON VIEW OF WALL
1/4" = 1'-0"

1a PROPOSED NORTH (FRONT) ELEVATION - RESIDENCE AND YARD WALL
HEAD ON VIEW OF HOUSE
1/4" = 1'-0"

3 PROPOSED EAST ELEVATION - EXISTING YARD WALL AND RESIDENCE BEYOND
1/4" = 1'-0"

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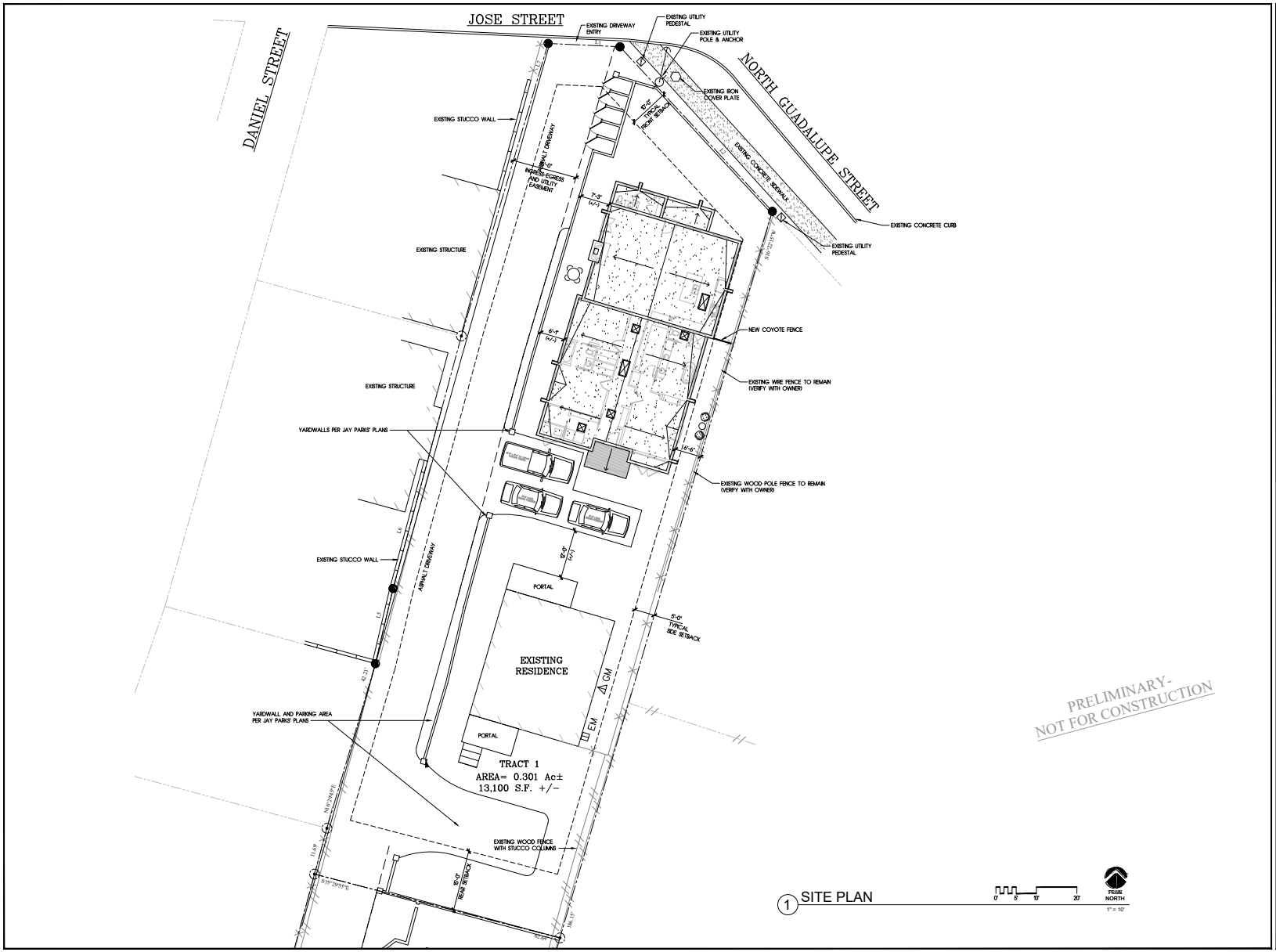
A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
22 JAN., 2021

REVISIONS

SHEET TITLE
PROPOSED AND EXISTING YARD WALL ELEVATIONS

SHEET
A-2.1



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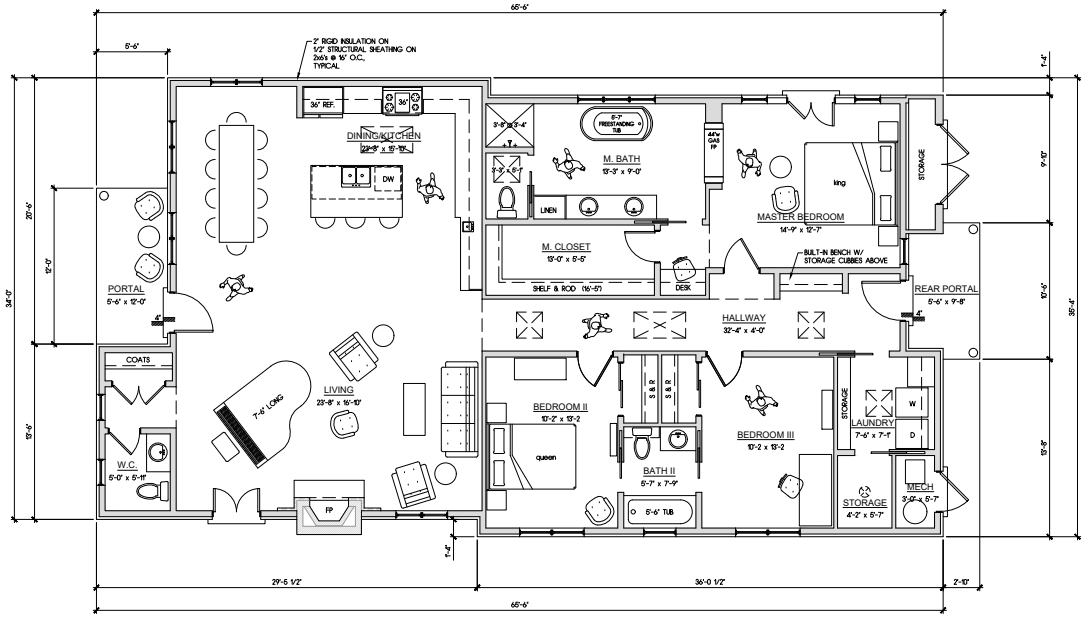
A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
9 DEC., 2020

REVISIONS

SHEET TITLE
SITE PLAN

SHEET
C-1



AREAS- GROUND FLOOR:	
HEATED:	2,069 S.F.
UNHEATED STORAGE:	28 S.F.
PORTALS:	119 S.F.
TOTAL ENCLOSED :	2,097 S.F.
TOTAL ROOFED:	2,216 S.F.

LEGEND

2x FRAME WALL- SEE PLAN FOR WIDTH

MASONRY- SEE PLAN FOR WIDTH

0' 5' 10'

PLAN NORTH

1/4" = 1'-0"

1 FLOOR PLAN

PRELIMINARY- NOT FOR CONSTRUCTION

ANDREW LYONS
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505-982-7999 andrew@andrewlyonsdesign.com
PO BOX 8858 SANTA FE NEW MEXICO

A NEW PRIMARY RESIDENCE AT 314 N. GUADALUPE SANTA FE NEW MEXICO

DATE: 9 DEC., 2020

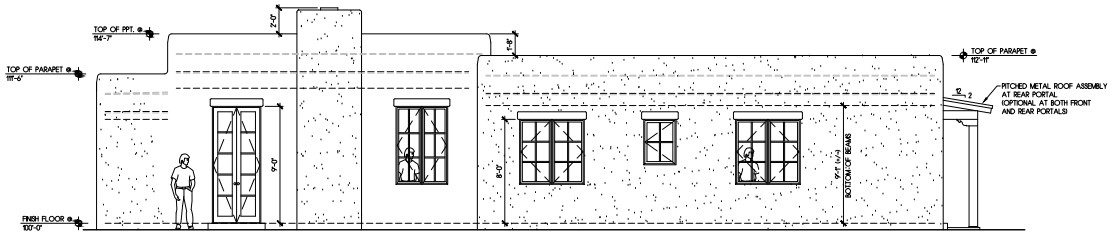
REVISIONS:

SHEET TITLE: FLOOR PLAN

SHEET: A-1

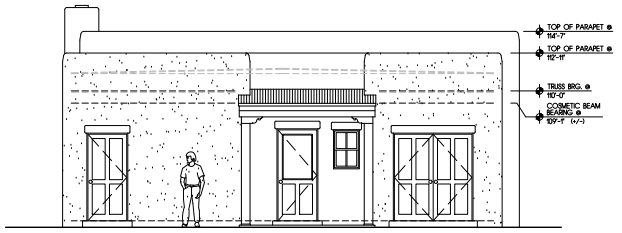
1 NORTH (FRONT) ELEVATION

1/4" = 1'-0"



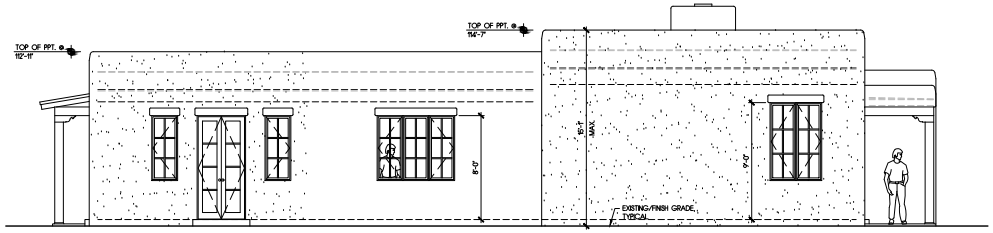
2 WEST ELEVATION

1/4" = 1'-0"



3 SOUTH ELEVATION

1/4" = 1'-0"



4 EAST ELEVATION

1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

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505-982-7999 andrew@andrewlyonsdesign.com
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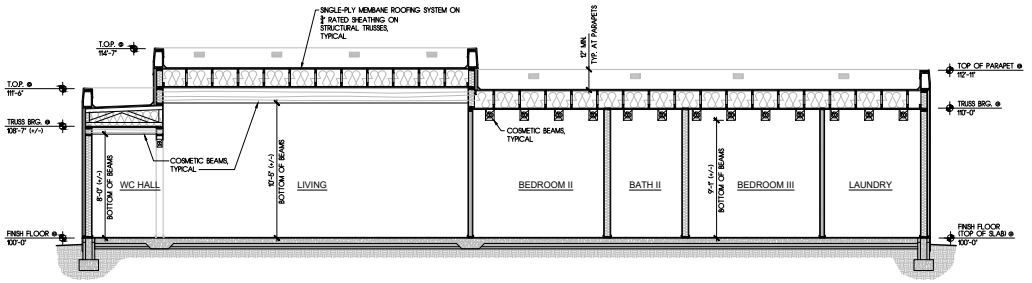
A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
9 DEC., 2020

REVISIONS

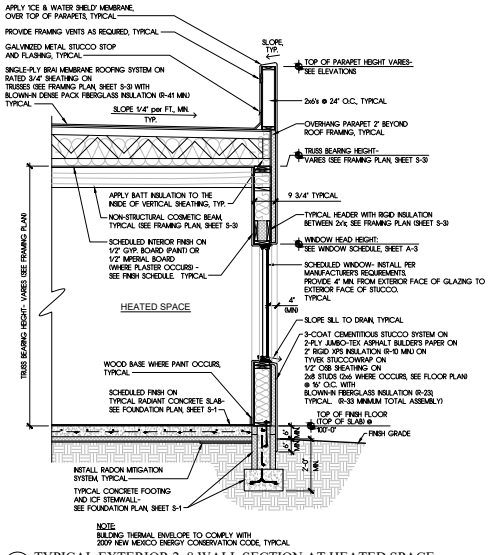
SHEET TITLE
ELEVATIONS

SHEET
A-3



1 TYPICAL BUILDING SECTION

1/4" = 1'-0"



2 TYPICAL EXTERIOR 2x8 WALL SECTION AT HEATED SPACE WITH COSMETIC BEAM CEILING

1/2" = 1'-0"

PRELIMINARY-
NOT FOR CONSTRUCTION

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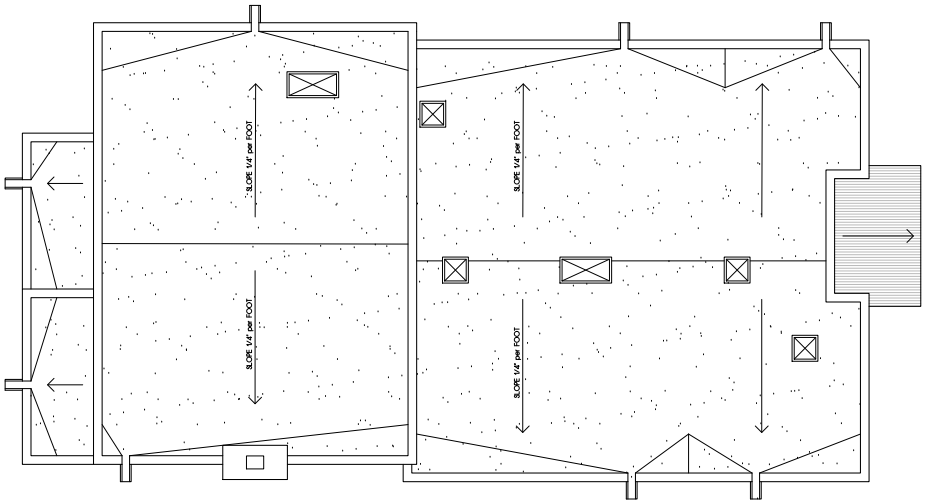
A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
9 DEC., 2020

REVISIONS

SHEET TITLE
TYPICAL BUILDING & WALL SECTIONS

SHEET
A-4



1 ROOF PLAN

PLAN NORTH
1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

ANDREW LYONS
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A NEW PRIMARY RESIDENCE
AT
314 N. GUADALUPE
SANTA FE NEW MEXICO

DATE
9 DEC., 2020

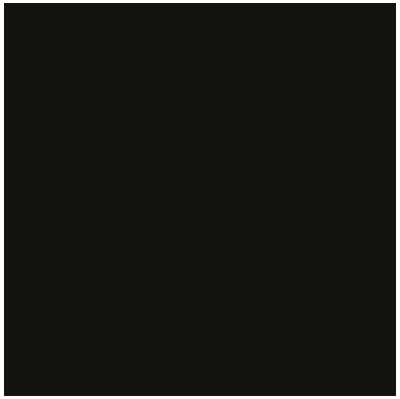
REVISIONS

SHEET TITLE
ROOF PLAN

SHEET
A-5

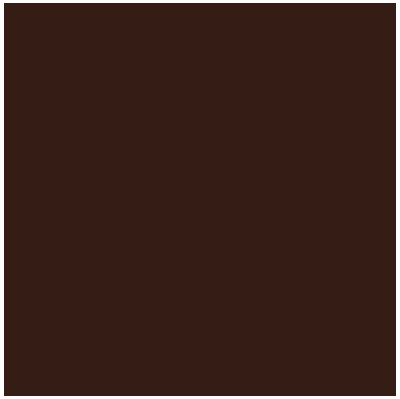
EXTERIOR COLOR SWATCHES

STUCCO:
La Habra ‘Suffolk’



WINDOW AND PATIO DOOR CLADDING:
Sierra Pacific ‘Brown’

ENTRY PORTAL POSTS & BEAMS, & CANALES:
Cabot Semi-Solid Stain ‘Cordovan Brown’



ENTRY DOOR :
Valspar Solid Stain ‘Classic Mahogany’

GARAGE DOOR & TRIM:
Painted to Match Stucco

EXTERIOR LIGHTING:
Antique Bronze and Rustic Brown

FRONT ENTRY PATH & PORTAL BRICK PAVING:
Red

DRIVEWAY GRAVEL:
Santa Fe Brown

SF190251

WARRANTY DEED

Melinda M. Balling, a married woman dealing in her sole and separate, for consideration paid, grant(s) to **James Heneghan and Jeanette Heneghan, husband and wife, as joint tenants,** whose address is 2321 Calle Colibri, Santa Fe, New Mexico 87505, the following described real estate in County, New Mexico:

Tract 1 as shown and delineated on plat of survey entitled, "Lot Split Survey of the property located at 314 N. Guadalupe Street, Santa Fe, NM...Projected SW 1/4 Section 24, T17N, R 9E, NMPM...City of Santa Fe, State of New Mexico" dated April 12, 2019 and recorded September 4, 2019 as Instrument No.1895890 in Plat Book 854 at page 13 records of Santa Fe County, New Mexico.

SUBJECT TO: Restrictions, reservations and easements of record.

with warranty covenants.

WITNESS my hand and seal this 27th day of September, 2019.

Melinda M. Balling

Melinda M. Balling

Recorded Electronically
ID 189971
County Santa Fe
Date 9/27/19 Time 4:05
SimpliFile.com 800.460.5657

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

This instrument was acknowledged before me on the 27th day of September, 2019, by Melinda M. Balling.

OFFICIAL SEAL
Barbara Kayleen Jones
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 12/15/2019

Notary Public

My Commission Expires: _____ (Seal)

LEGEND

Photo Number

1

View Direction

1 EXISTING SITE PLAN

TRUE NORTH

1" = 10'

Photo 1: Looking SW at property from North Guadalupe Street

Photo 2: Looking south at property from North Guadalupe Street

Photo 3: Looking south at property from Jose Street

Photo 4: Looking SE at property and existing new wall from alley way entrance

Photo 5: Looking south at property and existing new wall from alley way

Photo 6: Existing new wall west elevation - looking east from alley way

Photo 7: North edge of lot - Looking NE from alley way at existing new wall

Photo 8: Existing residence north and west facades, vehicular entry to proposed site from alley way

Photo 9: Existing new wall west facade - Looking NE from alley

Photo 10: Looking SE at existing residence north and west elevations

Photo 11: East edge of lot near north end, neighboring building beyond

Photo 12: North end of lot, looking north at Guadalupe Street

Photo 13: Looking SW, north and east elevations of existing residence

Photo 14: Looking NW, view of vehicular entry to proposed site from alley way

Photo 15: Looking north at front of lot from east property line

Photo 16: Looking SW at vehicular entry to proposed site from alley way

Photo 17: Looking west at existing new wall towards front of lot

Photo 18: Looking north at front of lot

Photo 19: Looking SW at existing residence north elevation from north property line

Photo 20: Looking west at existing new wall east elevation from east property line

Photo 21: Looking NW at Guadalupe Street from NE corner of property

Photo 22: Looking SW at property from North Guadalupe sidewalk

Photo 23: Looking west at existing new wall from North Guadalupe sidewalk

Photo 24: Looking SE at existing new wall and existing residence north and east facades from alley way

Photo 25: Looking south at existing new wall and existing residence east facade from alley way

Photo 26: Looking SE at existing residence north and east facades and existing new wall

Photo 27: Existing residence south facade

Photo 28: Looking east at back of lot and existing new wall

Photo 29: Looking NE at existing residence south facade and vehicular entry to back of lot from alley way

Photo 30: Looking east at existing new wall built on lot's southern property line (construction on right side of photo is on different lot)

Photo 31: Looking NW at existing residence south facade and back of lot

Photo 32: Looking SE at back of lot and existing new wall

Photo 33: Looking south at back of lot and existing new wall north elevation

EXHIBIT

G

Laban Wingert
Predesign and Planning Consultant
117 North Guadalupe Street, Suite C-1
Santa Fe, NM 87501
lwa@newmexico.com

February 19, 2021

Nicole A. Ramirez Thomas
Interim Director of the City of Santa Fe
Historic Preservation Division

Re: 314 North Guadalupe

Dear Ms. Thomas,

Thank you for spending time on Tuesday, February 16 to listen and understand the issues that we have uncovered that deal with the upcoming construction review of the proposed new primary residence at 314 Guadalupe. The issues cover not only historic preservation issues but planning issues that have either been overlooked or ignored in the process.

As an architect with a Santa Fe practice since 1974 and an office for many of those years at 117 North Guadalupe, I am of course aware of the unending series of zoning changes such as the creation of BCD and the various evolutions of the creation of the historic preservation sub-districts and districts that have been conflated with urban design issues that allow for a historic project to move ahead with conflicting resolutions. Project 314 is one of those.

1. For more than three years the City has been working with Wilson and Company for the total modification of North Guadalupe Street that is budgeted to begin this year. The solution impacts the intersection of North Guadalupe Street and Jose Street. That intersection has been problematic for some years because Jose Street handles not only ingress and egress for dead end streets as well as ingress and egress for several businesses. The subject site and soon for the nearly completed Jay Parks residential project at 502 Jose Street, the plans for the proposed 314 project have not taken into consideration the soon to begin Guadalupe street modifications.
2. Moving on, the City's own publications explain the evolution of development of the Guadalupe-Westside district from family farm lands to a series of subdivisions. As those families expanded, the architectural impact was ultimately the building of bungalows. While I am not aware of the creation of a quantitative study of existing bungalows, a cursory look at the immediate subject neighborhood illustrates that it is a neighborhood of bungalows. While the Parks' project acknowledged that fact, the 314 project contradicts it.
3. Another issue is while the urban design features such as retaining trees (that are healthy) with trunks larger than 6" should be retained. While the age of the existing large tree at the front of the property has a beautiful form and has been well maintained over the years is indicated to be irradicated. This is contrary to the design guidelines. I recently was told a story how several much younger elm trees on Canyon Road were cut down without involving the City, the powers that be voraciously shamed the individuals. For 314 it seems to be handled contrary to the City's own guidelines.

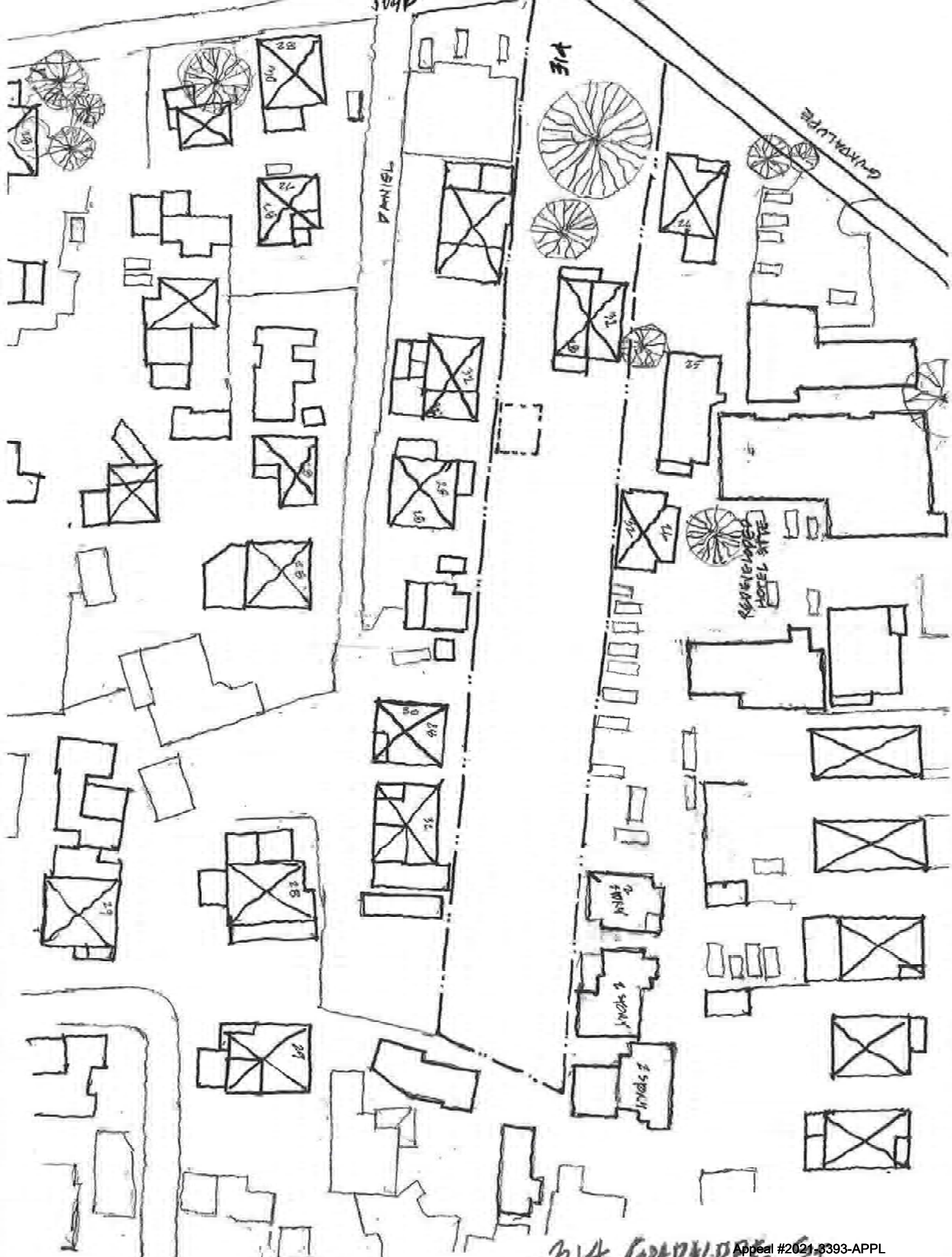
4. While the Parks' project is nearing completion and the Heneghan project will initiate construction when all approvals are completed, construction access should not use the single driveway that is planned for both projects. The disruption to new owner's access to the property at 502 Jose Street mixing with the myriad of contractor's and inspector's vehicles will likely necessitate excessive disruption and substantial inconvenience to the new residents. Therefore, the access for construction should be directly from Guadalupe and adjudicated with the proposed separate construction for Guadalupe Street modifications.
5. Guadalupe-Westside Historic District Bungalows. The attached diagram identifies the number of existing bungalows in close proximity to the subject property. While the existing 90-year-old residential structure on the site is a bungalow that has not been externally modified, and the nearly completed four new residences are bungalows, the proposed new subject residence is 2540 square feet does not acknowledge the historical existence of bungalows that is emphasized as the historic nature of this district.
6. Quite curiously, the generously sized primary residence does not include any significant sheltered exterior space, nor even leave any space for future owners to have any. Only two parking spaces, seemingly for owner's and house visitors, because of the much larger parking area located at the south end of the property adjacent to the original bungalow. That location is up to more than 200' for a guest to reach the entrance to the residence and the shortest length slightly more than 100' to the closest parking.

Ms. Thomas, thank you kindly for being the only individual to return my calls to obtain an immediate response to critical questions that I had. The poster installed by the City at 314 contains the phone number, which one can assume, even in these days of emails, is a suitable manner to reach an official. Thank you for your personal understanding and concern for these issues.

Sincerely,

(for)

Laban Wingert



314 GUADALUPE

X'S SHOW EXISTING BUNGALOWS

From: **Ashton, Tyler J.** Tyler.Ashton@wilsonco.com
Subject: FW: Guadalupe St - Jose St
Date: February 18, 2021 at 9:57 AM
To: lwa@newmexico.com
Cc: Lopez, James E. James.Lopez@wilsonco.com

TA

Mr. Wingert,
Please see the attached drawings for the intersection of Jose and Guadalupe. For your property we are proposing laydown curb, a detail of this curb is on sheet 2-6 attached, that matches what is there currently. If you have any questions please let me know.

Thanks,
Tyler

Tyler J. Ashton, PE, PMP, CFM
Engineering Operations Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4121 (direct) | 505 205 4859 (cell)

From: McClendon, James E. <James.McClendon@Wilsonco.com>
Sent: Thursday, February 18, 2021 9:24 AM
To: Ashton, Tyler J. <Tyler.Ashton@wilsonco.com>
Subject: Guadalupe St - Jose St

Here you go.

James E McClendon
Senior CADD Technician

AUTODESK

Wilson & Company, Inc., Engineers & Architects
4401 Masthead St NE, Suite 150 | Albuquerque, NM 87109
505 348 4000 (office) | 505 348 4123 (direct)
wilsonco.com

discipline | intensity | collaboration | shared ownership | solutions

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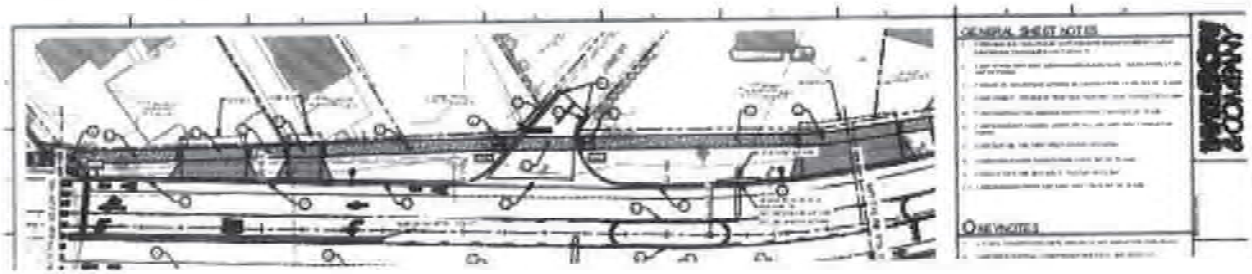
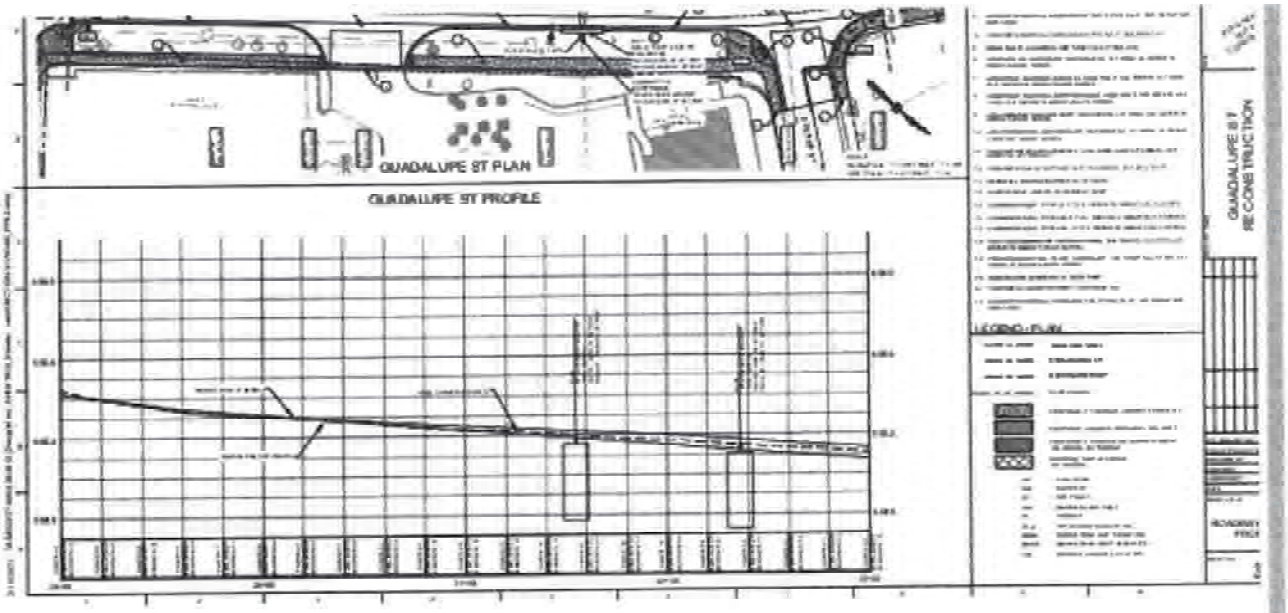
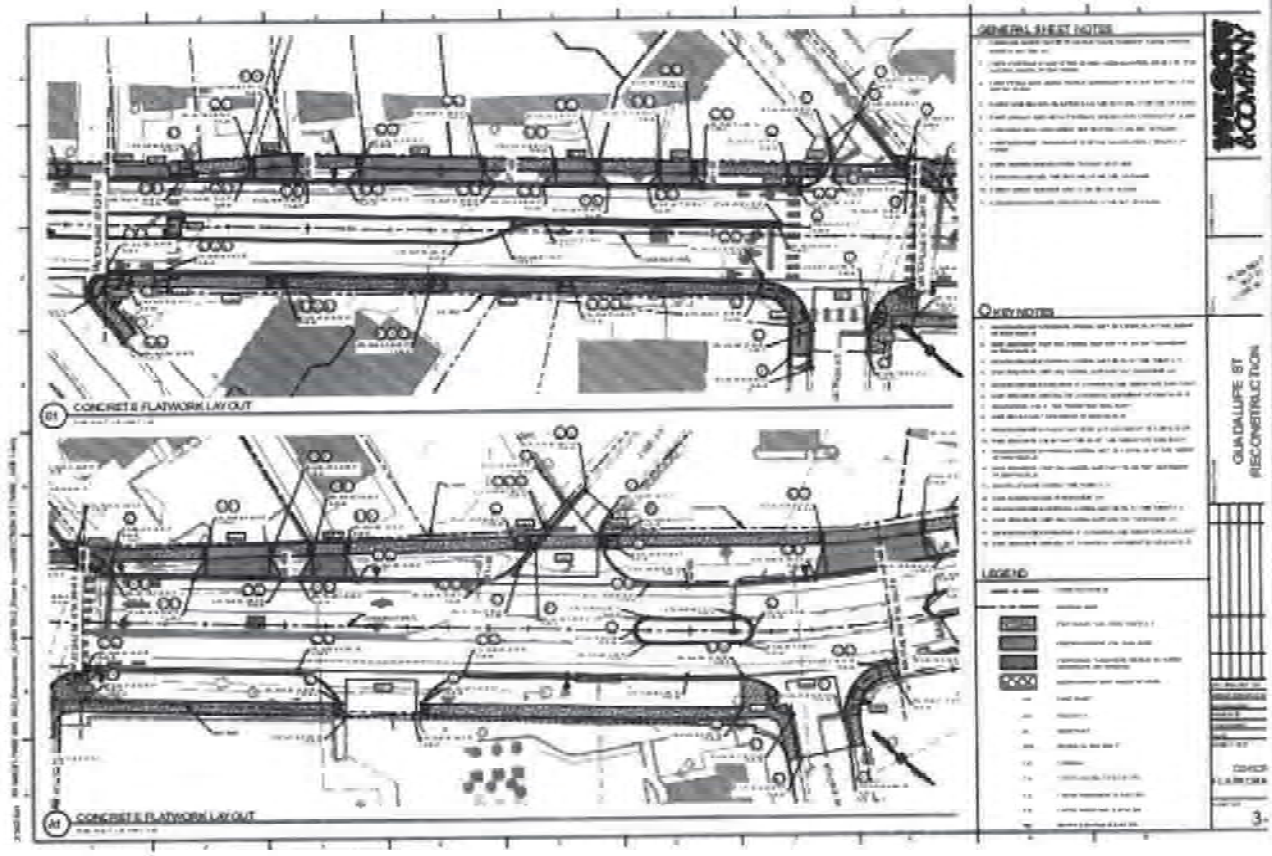
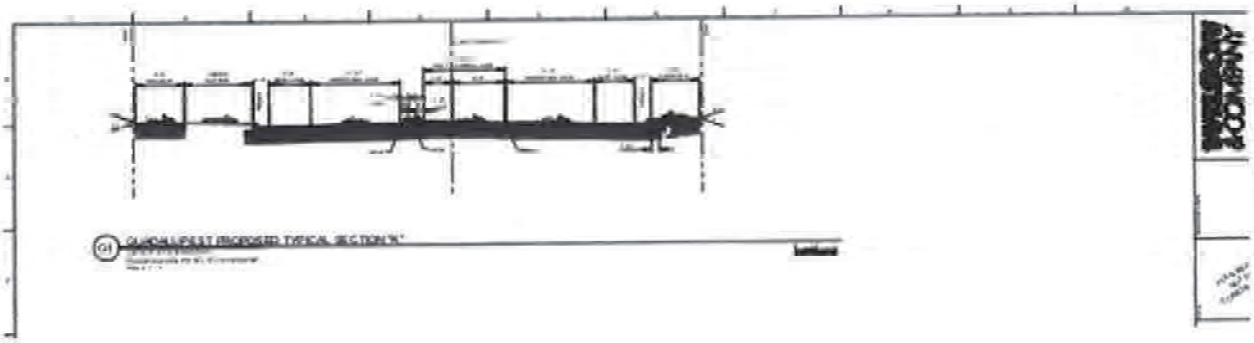



GUADALUPE ST PLAN
GUADALUPE ST PROFILE
GUADALUPE ST RECONSTRUCTION


GENERAL SHEET NOTES
KEY NOTES
LEGEND
CONCRETE FLATWORK LAY OUT
CONCRETE FLATWORK LAY OUT
GUADALUPE ST RECONSTRUCTION


GUADALUPE ST PROPOSED TYPICAL SECTION "A"

EXHIBIT

H

HISTORIC DISTRICTS REVIEW BOARD APPLICATION

PROJECT LOCATION: 314 N. Guadalupe

HISTORIC DISTRICT: Downtown & Eastside [ ] Don Gaspar Area [ ] Westside-Guadalupe [x]
(from attached map) Historic Transition [ ] Historic Review [ ] Landmark (outside of historic districts) [ ]

PROJECT PROPOSAL: New Primary Residence

CONSTRUCTION COST: $ _390,000

BASE FEE: $ 1,950 **+ EXCEPTION: $**_____ **+ POSTER: $**___50_____ **= TOTAL:** $ 2,000

(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: Dr. Jim Heneghan **PHONE #:** (505) 699-3590

OWNER MAILING ADDRESS: 2321 Calle Colibri

CITY, STATE, ZIP CODE: Santa Fe, NM 87505

EMAIL: jim@emrbear.com

AGENT: Andrew Lyons **PHONE #:** (505) 982-7999

MAILING ADDRESS: PO Box 8858

CITY, STATE, ZIP CODE: Santa Fe, NM 87504-8858

EMAIL: andrew@andrewlyonsdesign.com

PREAPPLICATION MEETING: Date: Oct. 2, 2020 Case Planner: Angela Schackel Bordegaray

---

AFFIDAVIT TO AUTHORIZE SOLE AGENT (IF APPLICABLE)

I am,/We are the owner(s) and record title holder(s) of the property located at: ____314 N. Guadalupe__ _____

I/We authorize __Andrew Lyons_____ to act as my/our agent to execute this application.

Signed: _____ Date: 01 / 26 / 2021

James Heneghan

Printed Name: _____

I/We shall act as my/our own agent to execute this application.

Signed: _____ Date: _____

Printed Name: _____

****ALL signatures on this page are required**

Application 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

I

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: 314 N. Guadalupe St. Santa Fe, New Mexico	3. Local Reference Number: 4. County Santa Fe

5. Property Type:
X Building __ Structure
__ Site __ Object

6. Date of Survey:
January 15, 2016

7. Previous Survey Date(s):

X No previous survey

8. Name of Project:
HDRB Status Review/Re-survey

9. UTM
Zone:
Easting:
Northing:

10. Photo Information Negative Location: Digital View of: Northeast Corner

11. Brief Description of the Property:
The building is an accessory structure used as a storage shed and/or garage. This building was originally a rectangle-shaped adobe shed, with shed roof, now with an extension with painted aluminum garage door at the front. There are two wood hopper windows on each side and wood and metal fascia.

12. Who uses the property?
The property is used for storage.

13. Construction Date:
pre-1930 ___Known X Estimated Source: Santa Fe Sanborn map

14. Setting:

__ Suburban __ Rural __Village X Urban If Urban: __ Commercial __ Industrial _X_ Residential __Public

15. Relationship to Surroundings: _X_ Similar __Dissimilar

Comments: Shed next to home at 314 N. Guadalupe St.

HCPI Base Form (FORM 1) *(Continued from other side)*

16. Additional Perspective: (Photos, drawing, footprint, etc., indicate north arrow when possible)

North view with associated house

17. Surveyor:
(your name, address, telephone number, and any group affiliation)

Gayla Bechtol, AIA
505-660-6301
gayla@gbasantafe.com
1813 Hano Rd.
Santa Fe, NM

18. Owner (if known) and other knowledgeable people:

Melinda and John Balling

19. Is Property Endangered? _ Unknown __ No X Yes How? The roof is leaking.

20. Significance to Current Community: X Unknown __ None __ Low __ Moderate __ High
Describe:

21. Other Significance or Information of Interest: (such as historical, legendary, structural, former ownership, etc.)
House and shed sit on a large piece of property in town largely unchanged from the 1930 Sanborn map.

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? The addition of the garage extension and garage eliminates the simple massing of the shed, not enough character defining features.

23. National or State Historic District:
Is this property in a historic district? __ Unknown __ No X Yes
If yes: __ Contributing __ Non-contributing __ Unknown
If 'yes', what is the name of the district? Santa Fe Westside Guadalupe X State X National

24. Supplemental Form __ None _X_ HCPI Detail Form (FORM 2) _X_ Continuation Sheets, # pages: 7

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: 314 N. Guadalupe St. Santa Fe, NM	3. Local Reference Number: 4. County Santa Fe 5. Date of Survey: January 15, 2016

ARCHITECTURAL AND CONSTRUCTION DETAILS:

6. Visible Construction Material:

_X_Adobe __ Brick __ Composition __ Concrete: Block

_X_ Concrete: Cast floor | Concrete: Poured- 10" | __ 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: Post and Beams | __ Wood: Shingle

__Wood: Tongue and Groove _X_ Other: Wood rafters and decking

7. Number of Stories: __ N/A
Number: _X_1 __11/2 ___ 2
__ 21/2 Other:_____

8. Foundation: __ N/A
_X_ Not visible __ None
_X_ At Grade __ Raised

Materials: _X_ Concrete __ Stone

Other: _____

Notes: Floor is cast concrete.

9. Roof: __ N/A

Shape: ___ Flat __ Gabled
__ Hipped __ Pyramidal
_X_ Shed Other:

Pitch: __ None _X_ Low
__ Medium __ Steep

Features: _X_ Eave __ Parapet with Brick

Materials: ___ Asphalt __ Earth
__ Composition shingle __ Metal: Pressed
_X_ Composition Roll __ Metal: Corrugated
__ Metal: Standing Seam __ Metal: V- Crimp
__ Tile: Terra Cotta __ Wood: Shingle

Other: Wood Fascia

10. Windows __ N/A

Operation	Material	Glazing	Number
Hopper	Wood	3/2	2

Notes:

11. Doors __ N/A

Type	Style	Material	Number
One Leaf	Garage	Alum	1

Notes:

12. Chimneys

(describe whether interior or exterior and material)
One interior flue for wood stove.

13. Porches _X_NA
Type: ___ Entry __Partial-Width
__ Full-Width __ Wrap

14. Other Significant Features:

Extension added is not full width.

15. Modifications: __ No known modifications

Built prior to 1930 (on 1930 Sanborn map), modified after 1978 (see aerial photograph) by adding an extension of the shed with a garage door.

Historic Cultural Properties Inventory (HCPI) Continuation Sheet

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: HCPI No._____ District No._____		
1. Name of property: (historic and/or current name for property)	**2. Location:** 314 N. Guadalupe St Santa Fe	**3. Local Reference Number:**
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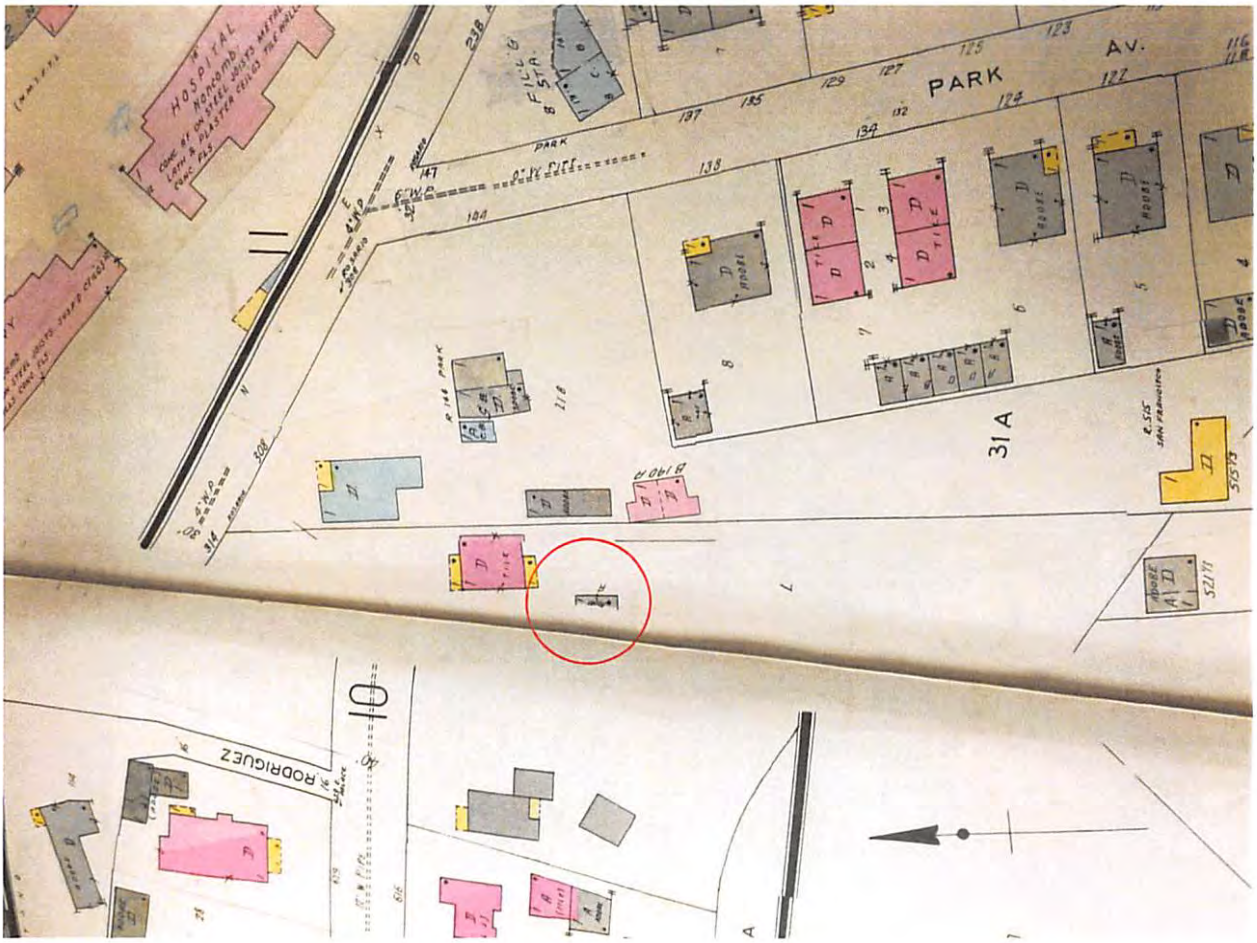
		5. Date of Survey January 15, 2016



Sanborn Insurance Map of Santa Fe, 1930 shows an adobe accessory building and associated tile dwelling at this location.

HCPI Detail Form (FORM 2) *(Continued from other side)*

16. Primary Architectural Style __ Not Applicable

__ Art Deco/Streamline Moderne __ Gothic Revival __ Mission Revival __ Pueblo ___ 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: X New Mexico Vernacular

17. Documents Available and Their Locations

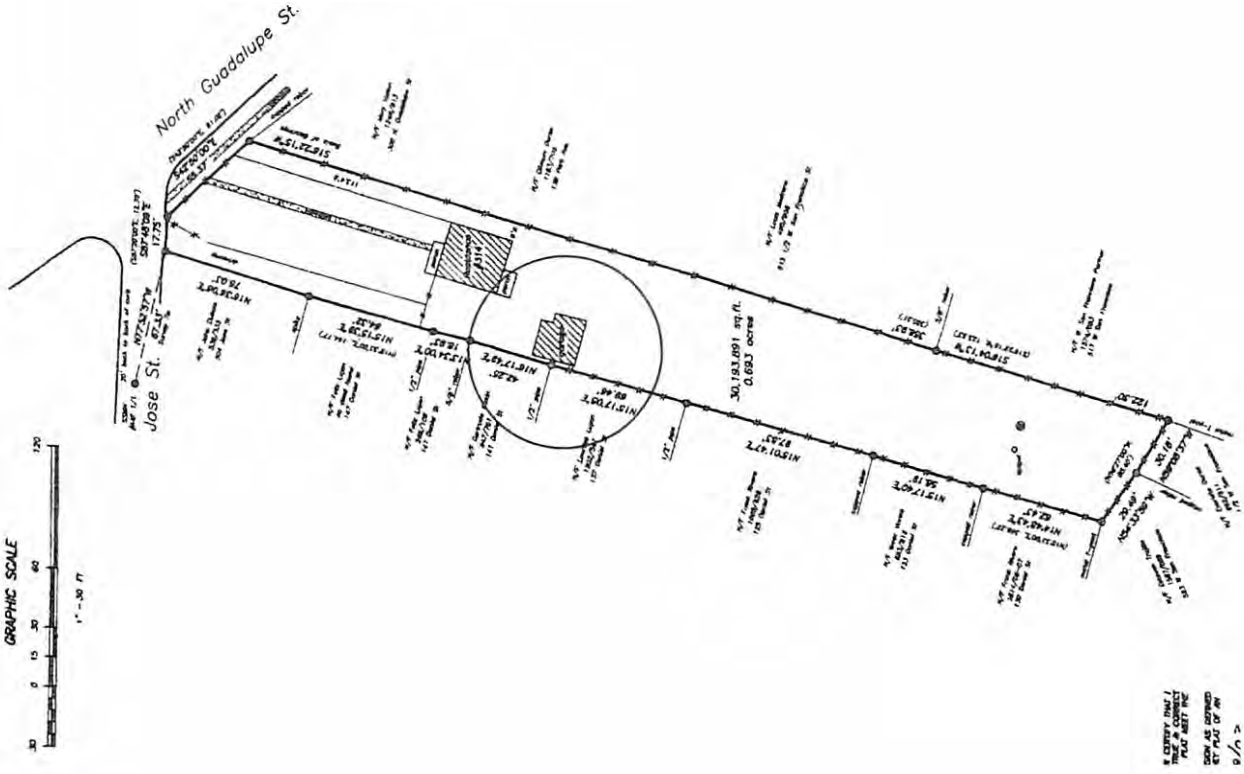
NM Department of Transportation for Aerial Photographs, Santa Fe Public Library, Santa Fe County Clerk for plats and deeds, City of Santa Fe Historic Preservation Department for Sanborn maps.

SITE:

18. Attached or Associated Properties

Are associated properties eligible for listing? Yes , H2283 already listed as Contributing to the H. District

19.Site Plan: No Scale



Historic Cultural Properties Inventory (HCPI) Continuation Sheet

Historic Preservation Division, New Mexico Department of Cultural Affairs

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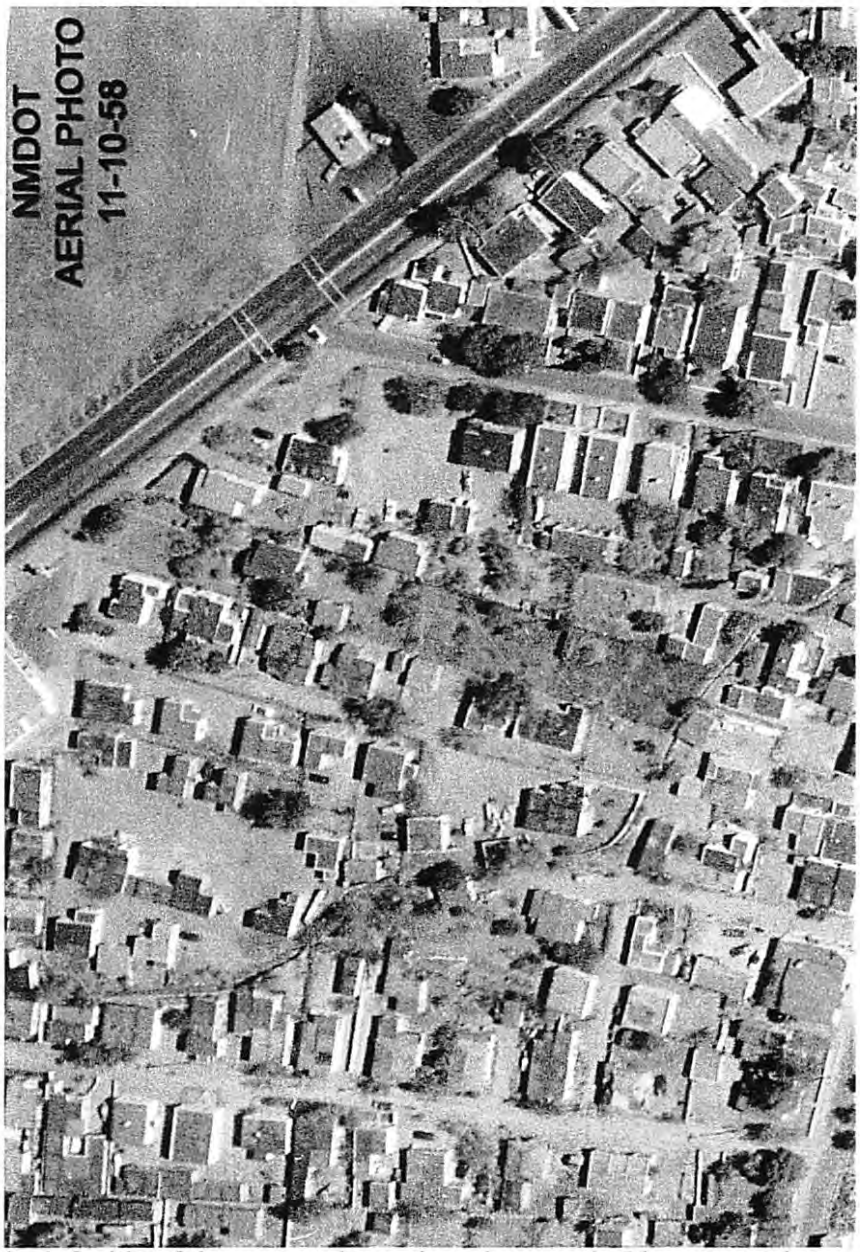

North towards the left side of the page unless otherwise noted. Please note dates of photographs are on the photographs.

Historic Cultural Properties Inventory (HCPI) Continuation Sheet

Historic Preservation Division, New Mexico Department of Cultural Affairs

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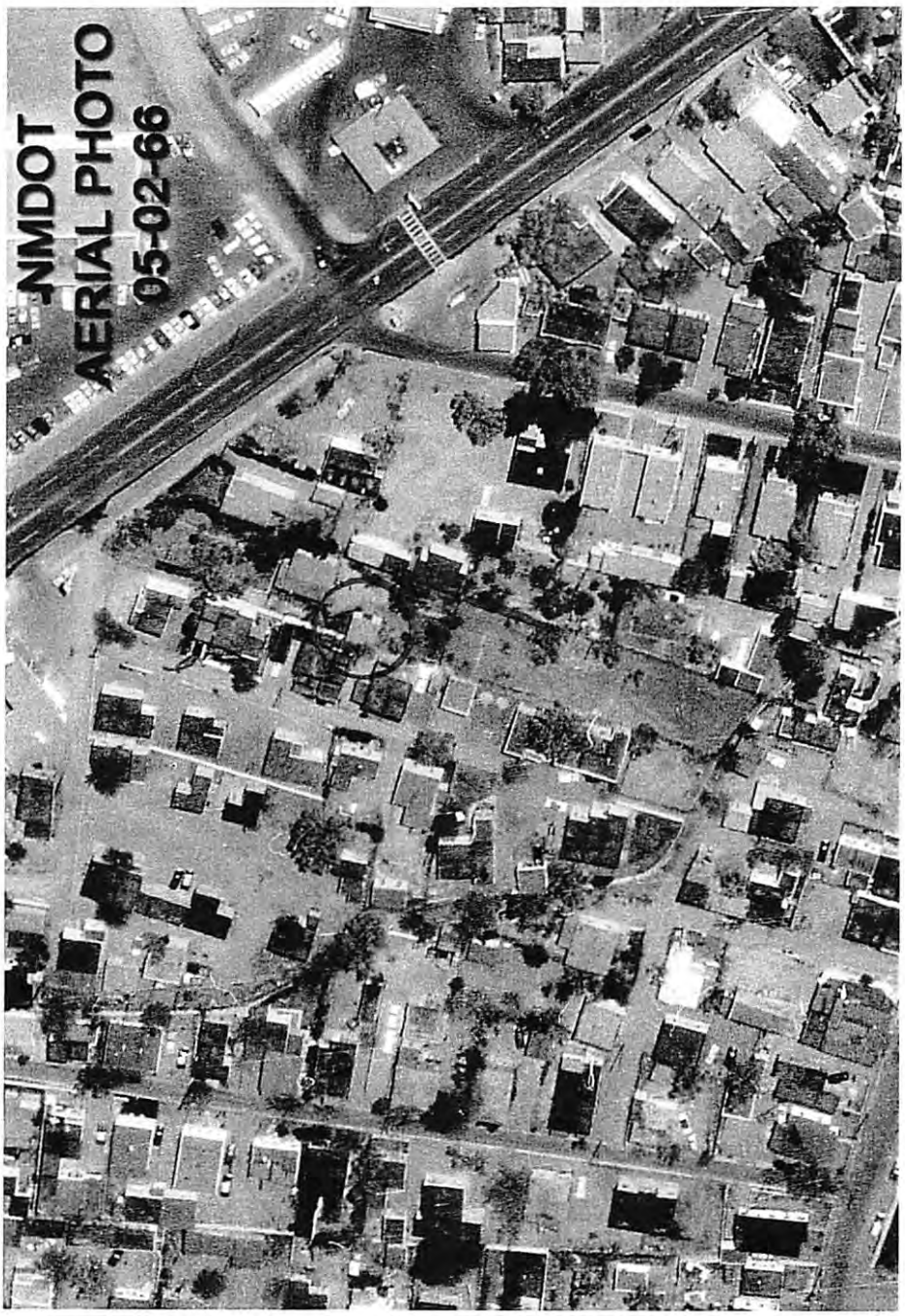

Historic Cultural Properties Inventory (HCPI) Continuation Sheet

Historic Preservation Division, New Mexico Department of Cultural Affairs

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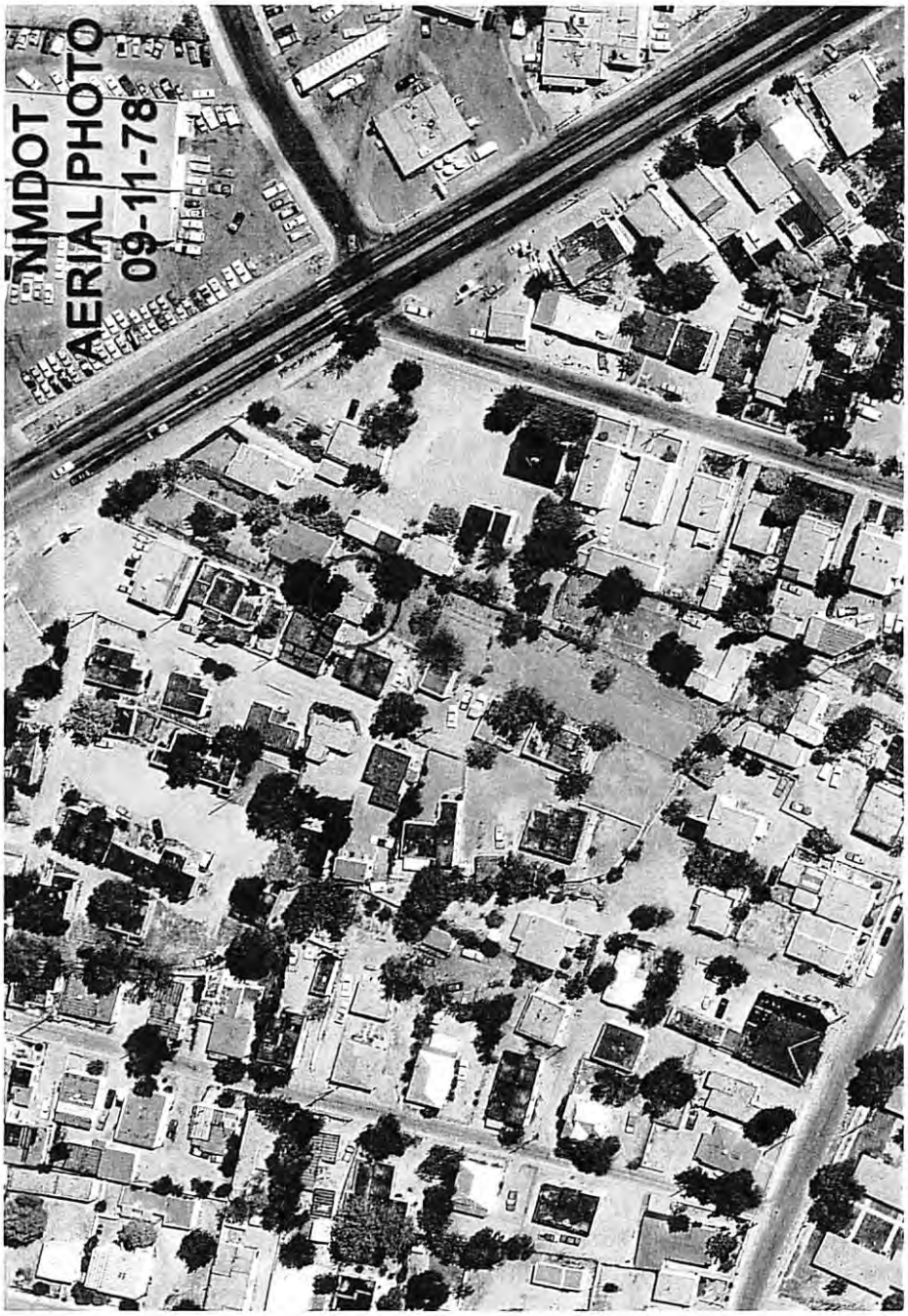

Historic Cultural Properties Inventory (HCPI) Continuation Sheet

Historic Preservation Division, New Mexico Department of Cultural Affairs

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Southeast corner. Note addition with garage door, interior flue and 3/2 wood hopper window.

Historic Cultural Properties Inventory (HCPI) Continuation Sheet

Historic Preservation Division, New Mexico Department of Cultural Affairs

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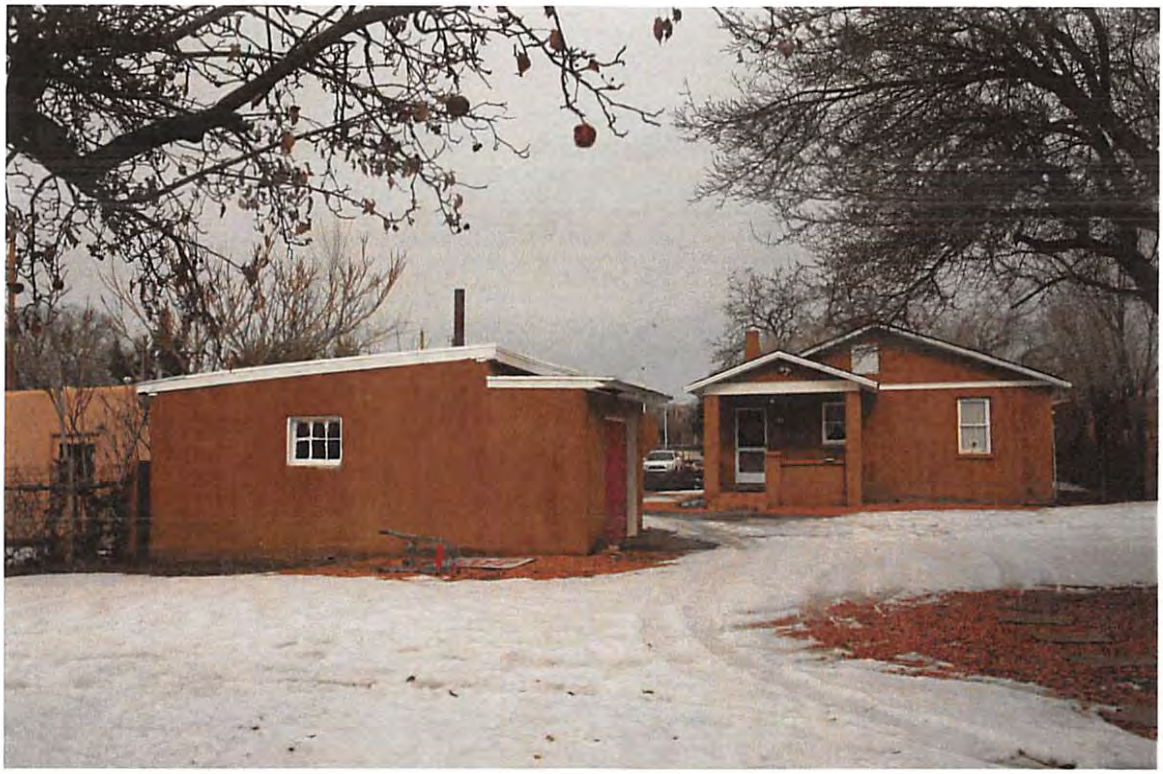

West elevation with associated dwelling in background.

Historic Cultural Properties Inventory (HCPI) Continuation Sheet

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		5. Date of Survey January 15, 2016

East elevation from driveway.

Attachment B
NEW MEXICO HISTORIC BUILDING INVENTORY FORM

H2283

building threatened? yes	surveyed date 5/28/85 by HMW	county SANTA FE	ID no. 051613232
field map SFHD #7	number 232	UTM reference zone 12 13 easting	northing

location description
314 N. GUADALUPE
SW CORNER AT JOSE

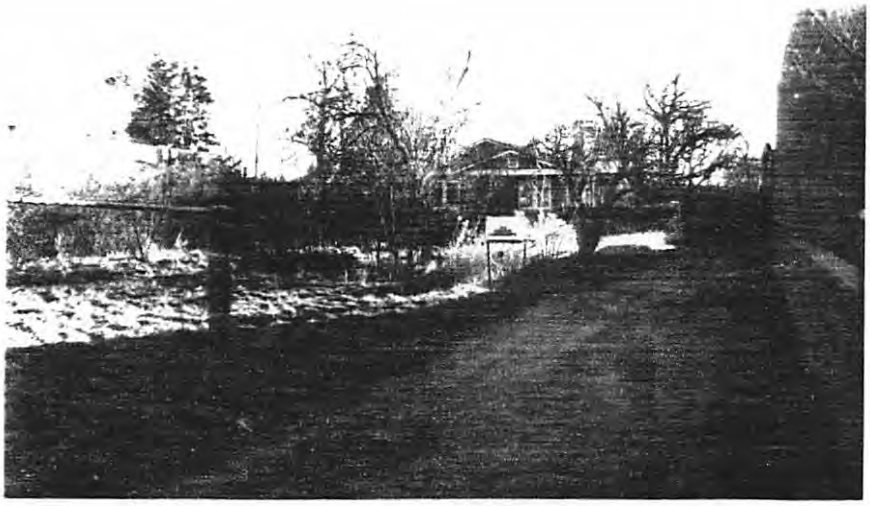
city/town
SANTA FE

land grant/reservation

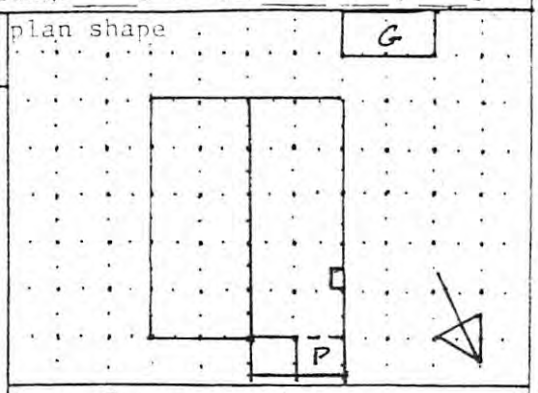
building name

legal description
tnsp ___ N S range ___ E W sec ___ ¼ ___ ¼

film roll by HMW no. SFHD 23 | negative nos. 18 | loc. of neg. HPB



plan shape: G



date of construction
1920'S. estimate ___ actual
source

use
present: residential
other: ___
historic: residential
other: ___

condition
___ excellent x good
___ fair ___ deteriorating

type
BUNGALOW

UNK.
wall material/surface
UNK / STUCCO

degree of remodeling
x minor ___ moderate ___ major
describe:
NONE VISIBLE

architectural features
NOTE: HOUSE SET FAR BACK OFF ST, FENCED - MOSTLY OBSCURED BY VEGETATION.
LOW PITCH GABLE RF, ASP. SHNGLS. EXP'D RAFTERS.
1/1 D.H. WD WDWS, SOLS & SAND W/ 4-LIGHT STORMS. SGL-LEAF WD DOOR W/ SGL PANE & SCARCE
GABLED PORCH W/ STUCCO PIERS, WD. LINTEL, VENT IN GABLE

surroundings
COMMERCIAL/RESIDENTIAL

relationship to surroundings
x similar ___ not similar

district potential
___ yes ___ no

significance
___ eligible x of interest ___ none
if eligible, why? CONTRIB.

comments

associated buildings? x yes
what type?
GARAGE AT REAR.

if inventoried, list ID nos.

see back? ___ yes

Architectural Classification: Style and Type

to be used with the

Historic Cultural Property Inventory (HCPI) Form

November 2013

[Draft Release 1.0]

State of New Mexico

Department of Cultural Affairs

Historic Preservation Division

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(Both a style and a building type) 67
(NR Architectural Classification: Modern Movement *or* Other) 67
According to "Structure and Architectural Design" by Corkill, Puderbaugh and Sawyers, 1974; "A geodesic frame is a structural system which distributes loads to supports through a linear arrangement of members placed in a spherical plane." The geodesic dome can be built as a hemisphere, less than a hemisphere or more than a hemisphere. Originating in 1920s Germany, the system was fully developed and patented by R. Buckminster Fuller who, beginning in the 1940s, designed large domes that covered great expanses of industrial and exhibition space as well as small wooden prefab or kit domes; the Pease – Fuller dome and others. Domestic-scale geodesic dome kits are still being marketed and erected nationwide, and scratch-built domes have been popular since the 1960s. Small-scale geodesic domes are currently being manufactured for greenhouses and playground climbing structures. 67
Geodesic domes have been used for practically every building type, including residences, recreation buildings, pavilions, military units, etc. Widely published in pattern books such as "Domebook I" (1969) and "Domebook II" (1971), the simplicity of the form allowed amateur builders to construct Geodesic Domes at their own leisure and they often became identified with alternative lifestyles. – Alan Higgins 67
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Bungalow/Craftsman Style

c1907 to c1930s

a.k.a. California Bungalow, Arts & Crafts Style (NR Architectural Classification: Late 19th & Early 20th Century Movements: Bungalow/Craftsman; Western Stick *or* Bungaloid)

A very popular early 20th Century alternative to the Classical and other Period Revival styles was the Bungalow/Craftsman Style. The typical bungalow house form is a one or a one-and-a-half story rectangular gable-roofed rectangular mass with a prominent, gabled or incised front porch, often full width. It typically incorporates materials in close to their rustic or natural state: rock faced or undressed stone, cobblestone, shingle siding and earth-toned color schemes, and emphasizes structural details. The best examples skillfully contrast a variety of materials.

The term bungalow is derived from the Hindi term "*bangla*", first used in English in 17C to describe peasant huts of rural Bengal (the hub of the East India Company) and later extended to mean "any house that stands apart on its own grounds". The first bungalows in the West named as such were in English seaside resorts c1869-70. They were popularized by British pattern books of the era.

In the US, the bungalow was an outstanding success. Introduced for suburban use from about 1905, it was a cheap, timber-built, individual & "artistic" dwelling. 100s of bungalow plan books were published until it went out of fashion in late 1920s. Its popularity was due to rationalization of space and simplification in plan and it reflected the cultural beliefs in private property, family-centeredness and the free market in housing and land. The bungalow symbolized the "simple life".

To Gustav Stickley, an American disciple of the British Arts & Crafts Movement, the bungalow embodied 3 main principles of his Craftsman philosophy; simplicity, craftsmanship and closeness to nature. This Progressive Era house form was popularized through Stickley's "Craftsman Magazine" (1901-1916), Jud Yoho's "Bungalow Magazine", "House Beautiful", architects' and builders' magazines, plan services and ready-cut home manufacturers. The Arts and Crafts or Craftsman Style incorporated a self-conscious informality; a single great room vs. formal front and back parlors, and simple materials in their natural state. For a time, the Craftsman Magazine's motto was "Toward the Simplification of Life".

One of the characteristic building types of "democratic" America, the word *bungalow* supplanted the term *cottage* from the 1880s to the 1930s and ideas inherent in the bungalow brought about the transition to the modern house. They included the evolution of home planning toward informality and unpretentiousness; use of common, natural materials; the integration of the house and landscape; and the simplification of design with a concentration on livability. The American house became lighter, more flexible and open in plan.

One popular version of the bungalow form featured a side-gabled form with an incised full-width front porch often supported on battered (tapered) piers, a broad roof dormer or group of multiple dormers, emphasis on structural wood details, and the use of stone or a variation in materials with each level. The connection to nature was often emphasized with sleeping porches and casement windows that opened fully to capture the breeze, and pergolas were popular outdoor features. Bungalows varied in size from

modest cabins to large homes for the wealthy. Like the Four-Square house form, the bungalow may feature minor decorative elements in various revival styles.

In NM, the small bungalow, often little more than a cottage or cabin, was typically a front-gable form with a gabled porch of less than full width and with a distinctive floor plan that it shared with Mission, Pueblo, Mediterranean and Modernistic Styles. The plan is closely associated with the rapid growth of the middle class and the rise of a more informal life style just before and after the First World War. The house is organized with the public spaces to one side and the private ones to the other. Additions are usually added to the rear of the building. Inside, a broad opening separates the living and dining rooms – often screened by a pair of low, built-in bookcases and full-height piers.

Please note that Susan Mulchahey Chase, in "Rural Adaptations of Suburban Bungalows, Sussex County, Delaware", cautions that it is easy to reach false conclusions about interior spatial arrangements in bungalows if they are based solely on exterior appearance.

The Bungalow/Craftsman style was often used for hunting lodges, cabins and camps, and was a perfect fit for buildings funded by the Works in Progress Administration (WPA) and built by the Civilian Conservation Corps (CCC).

General Character Defining Features:

- One or one and half stories
- Rectangular, gable roofed form
- Exposed wood structural wood decorative detailing (Craftsman style) including porch railings, rafters, beams, purlins, barge boards or knee brace brackets
- Shingle cladding
- Rustic local stone
- Irregular windows sometimes paired, upper sash often has multiple lights
- Casement windows
- Screened sleeping porches
- Prominent front porch often supported by heavy, square posts, often battered (tapered)
- Pronounced shed or gable dormers
- Prairie Style elements
- Simplified classical features (occasionally)
- Stone chimney flanked by two small high square windows
- Pergolas

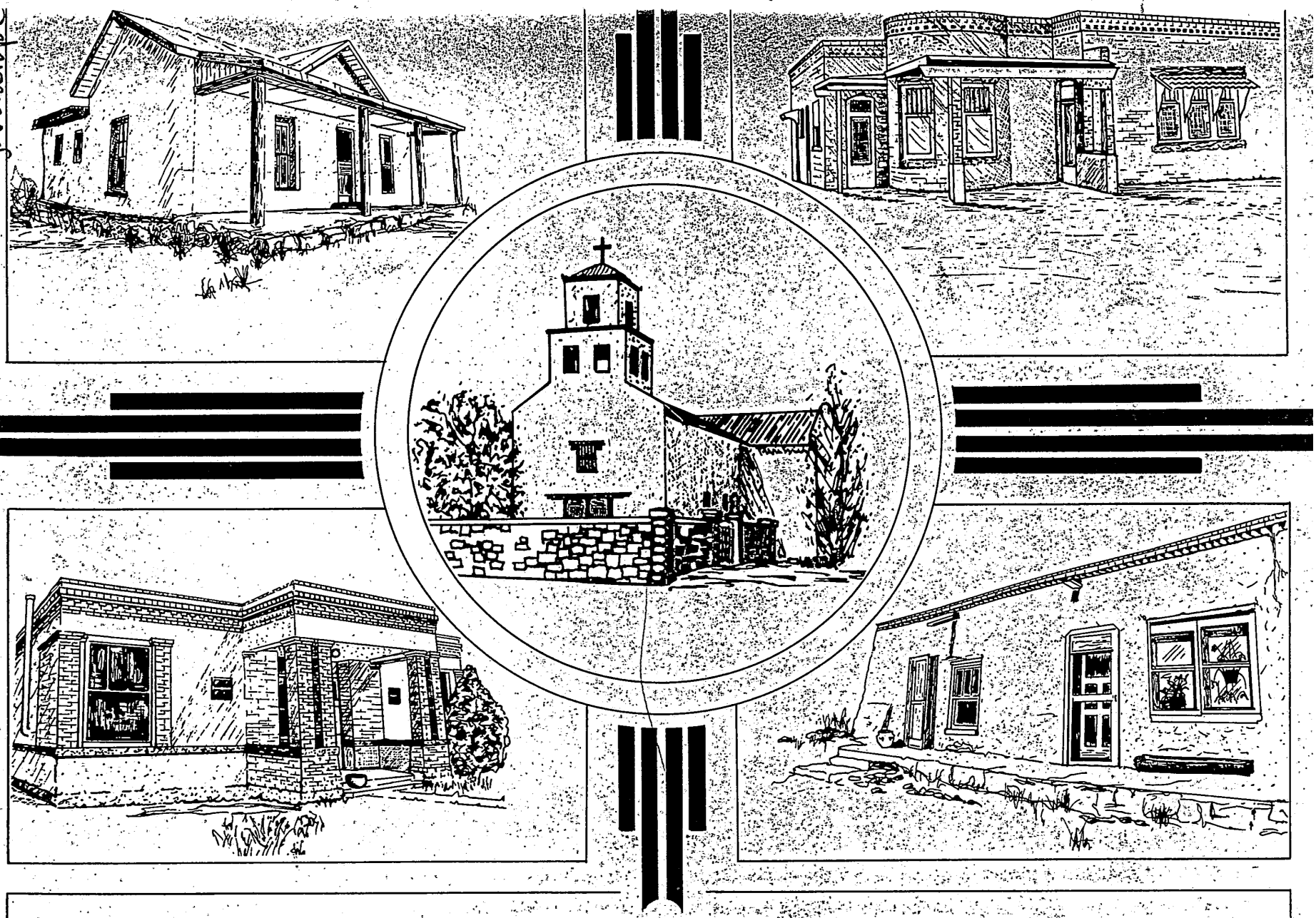
Common Construction Materials:

- Brick
- Wood Half Timbering
- Clapboard siding
- Shingle siding

- Stucco
- Local stone
- Log

References:

- "The Bungalow: The Production of a Global Culture", Anthony D. King, referenced at: www.britishempire.co.uk/maproom/india/bungalow.htm (accessed 4/2013)
- "The American Bungalow", Clay Lancaster, in "Common Places", 1986, U. Georgia.
- "Rural Adaptations of Suburban Bungalows, Sussex County, Delaware", Susan Mulchahey, in "Perspectives in Vernacular Architecture V", 1995



GUADALUPE NEIGHBORHOOD HISTORIC SURVEY

GUADALUPE NEIGHBORHOOD

HISTORICAL SURVEY

Prepared by
Earl Cordova
for
The City of Santa Fe

April 1981

This project was supported by a grant to The City of Santa Fe from The Historic Preservation Bureau of New Mexico.

City of Santa Fe

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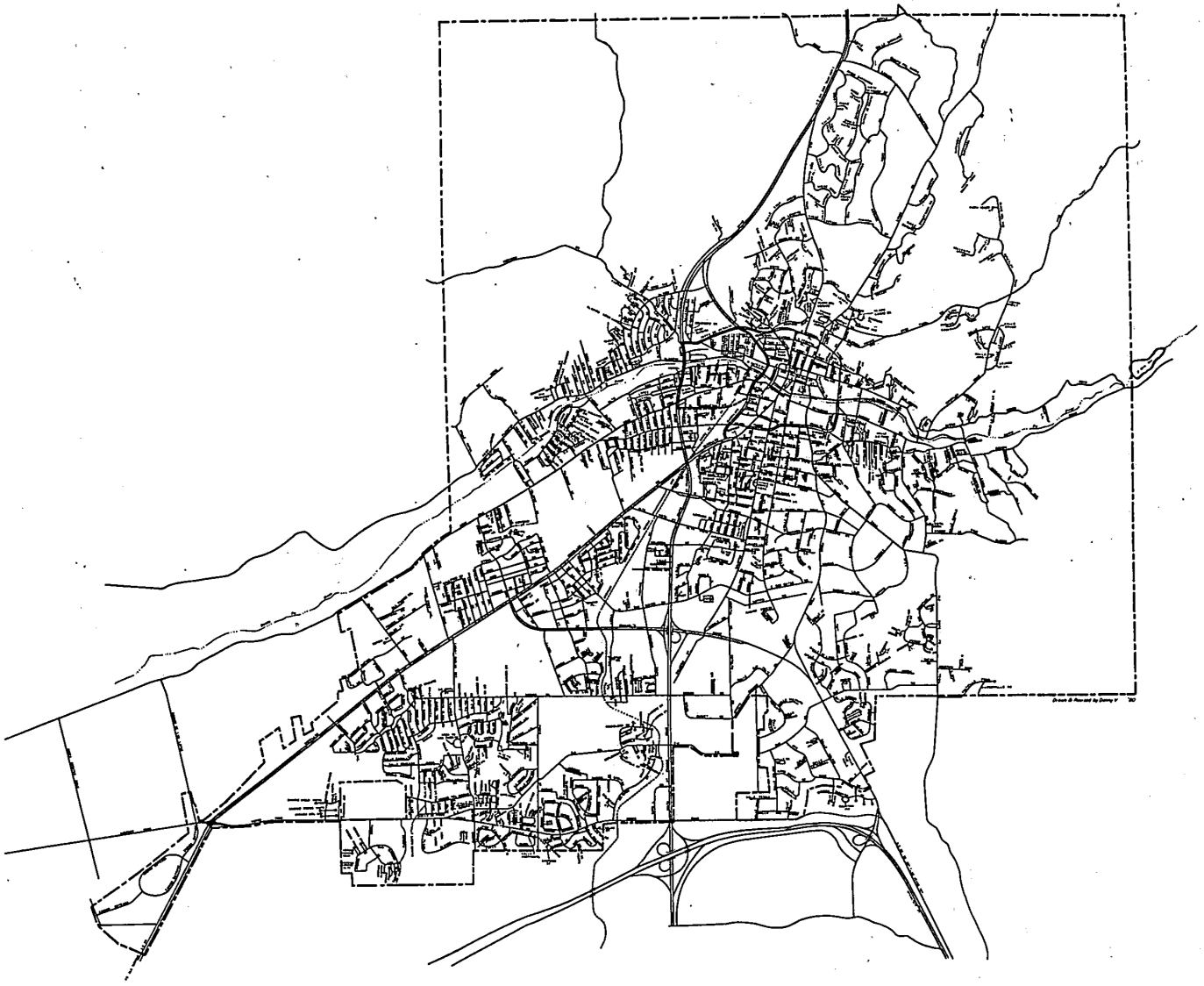
PASEO DE PERALTA



Need

The need for neighborhood preservation and conservation has long been an important concern to residents of Santa Fe, especially in neighborhoods with historic characteristics. This concern for preservation is evident in downtown Santa Fe, where conservation efforts have followed the guidelines of the Historical Styles District. The Historical Styles District is a special overlay zoning ordinance, originally enacted by the City Council in 1957 to preserve the architectural heritage of Santa Fe. The district includes the historic plaza area, and has been enlarged to include most of the east side of Santa Fe. However, there are other areas outside of the Historical District containing elements of historical interest which should be preserved for future citizens.

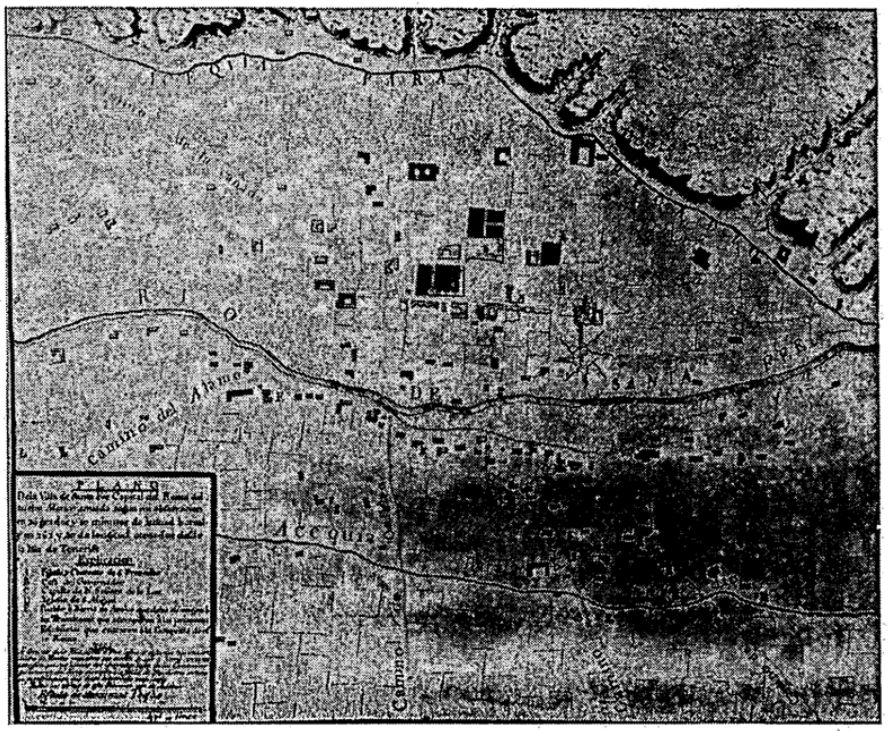
One area of Santa Fe of particular importance as a historic community is the Guadalupe Neighborhood which lies within the boundaries of St. Francis Drive, West Manhattan Street, Guadalupe Street, and Paseo de Peralta. Although the Guadalupe Neighborhood is not part of the City's Historical District, it is listed on the National Register of Historic Places as part of the Santa Fe National Historic District. Established under the National Historic Preservation Act of 1966, the National Register is the official Federal listing of the nation's cultural property that is worthy of preservation. Properties listed on the Register are also eligible for certain Federal grants administered by the Department of the Interior and the Department of Housing and Urban Development. Four structures in the neighborhood are already listed on the New Mexico Register of Cultural Properties with one of these listed individually on the National Register of Historic places.

The need to further preserve the Guadalupe Neighborhood has become apparent as the growth of downtown Santa Fe has expanded along Guadalupe Street. This location is the only area most conducive to future growth of the downtown, as expansion is contained on the south by the State Capitol complex, and on the north and east by established residential neighborhoods with high property values. Guadalupe Street contains large areas of land along the railroad which is suitable for development and is currently underutilized. The area is expected to be developed within the next ten years, causing a definite impact on the Guadalupe Neighborhood.

Historic Development

Guadalupe Neighborhood contains many elements which contribute to its historic development. It began as a Hispanic farming community outside of the plaza area. The first homes were scattered

throughout the area and were concentrated along El Camino Real and around and to the west of the Chapel of Nuestra Senora de Guadalupe. El Camino Real ran through the Guadalupe Neighborhood from the plaza through the community of Agua Fria and south into Mexico. It was the main trading route between the United States and Mexico, beginning in Santa Fe, and terminating in Mexico City. El Camino Real appears on the Urrutia Map of 1768 as the Camino del Alamo. Often, travelers along El Camino Real would stop and say a prayer at the Chapel before beginning a long journey, or would give thanks at the Chapel upon arriving in Santa Fe.

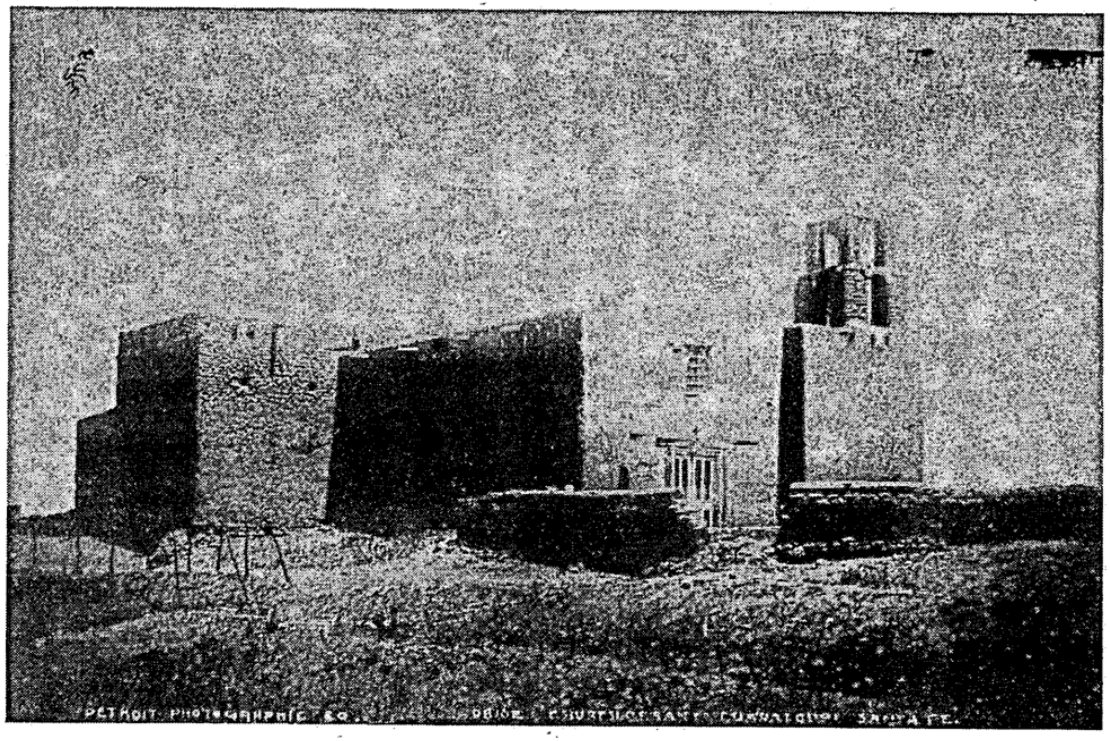


Map of Santa Fe, New Mexico
1766-68
By Urrutia

Guadalupe Chapel

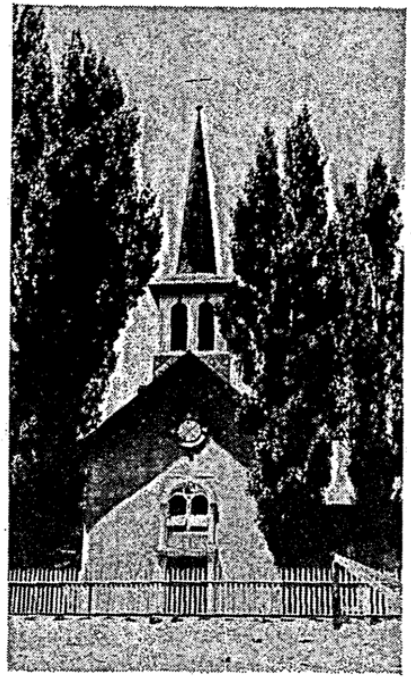
The Chapel, for which the community is named, is very important to the development of the Guadalupe Neighborhood. The exact date the Chapel was built is unknown, but a license for its construction was issued in 1795 by the Bishop of Durango, Mexico. Religious processions on feast days were held with parishioners proceeding from the Chapel to houses in the neighborhood which had set up altars for worship.

Guadalupe Chapel is built of adobe in the cruciform shape. It originally had a flat dirt covered roof. The interior, 90 feet long, had a dirt floor and round vigas supported by carved corbels. For a period of time it was seldom used, except on feast days, and as a result, fell into a state of disrepair.



GUADALUPE CHURCH
SANTA FE, NEW MEXICO
1881

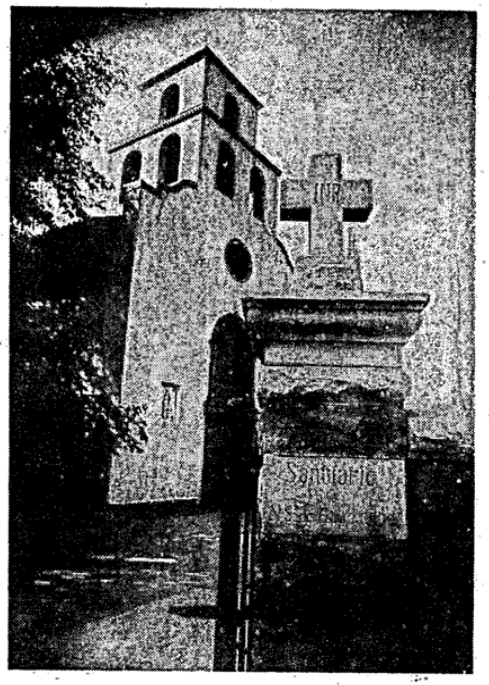
The exterior design was altered during the restoration administered by Father De Fouri, a French Franciscan brother. Father De Fouri was brought to the church as the parish priest by Archbishop Lamy in 1881. The restoration project completed by Father De Fouri was designed in the Gothic Style. Its feature included Gothic windows with pointed arches, a high peaked roof, an imitation rose window on the front gable, and a steeple at the entrance. The grounds are surrounded by a white picket fence, poplar trees, and lilac bushes.



Guadalupe Church
Santa Fe, New Mexico

A fire caused by faulty wiring almost destroyed the church in 1922. However, the chapel was rebuilt in 1923 and designed in the California Mission Revival Style. Its characteristics included a mission tile roof, a curvilinear parapet, and segmental arches on the front bell tower. Today, the Chapel is still a viable part of the neighborhood. It has been renovated for use as a museum through a grant received from the City of Santa Fe from the American Bicentennial Administration. The recent renovation has attempted to restore the chapel to its original Spanish Colonial design.

Guadalupe Church
Santa Fe, New Mexico
ca 1955



Acequias

Also important to the historical development of Guadalupe Neighborhood were the acequias which were part of the larger irrigation system of Santa Fe. The acequias ran through the neighborhood from east to west and were fed by the Santa Fe River. Since properties facing the acequias were more accessable to the irrigation water, plots of land were subdivided into long, narrow parcels so that more residents had frontage on the acequias. Not only was water accessable for irrigation from the acequias, but it also increased property values in the area. This in turn, attracted new investment in the community. Farming became an important occupation for the residents who grew alfalfa, corn, chili, and varieties of fruit trees on their land.

Among the acequias running through Guadalupe Neighborhood was one along El Camino Real (Agua Fria Street). This acequia began at the diversion just above the present intersection of Old Santa Fe Trail and Santa Fe River, continuing west past what is now St. Francis Drive. Three other acequias were diverted from the river. One ran along Alto Street, from a diversion near Closson Street. Another acequia was diverted from this same point and ran west between the river and San Francisco Street. The last acequia was diverted from the Santa Fe River at Guadalupe Street and flowed in a northern direction through private properties, then turned west through Arroyo Mascaras. Evidence of this acequia is still visable. As the neighborhood grew, and farming became less important, the acequias soon became obsolete and were covered. However, many of the acequias served as property lines when land was later divided.

Agua Fria Street at Dunlap Street
Santa Fe, New Mexico
ca 1900

Atchison, Topeka, and Santa Fe Railroad

The Major development promoting growth of Guadalupe Neighborhood was the westward expansion of the Atchison, Topeka, and Santa Fe Railroad. This railroad originally chose Santa Fe, for which the com-

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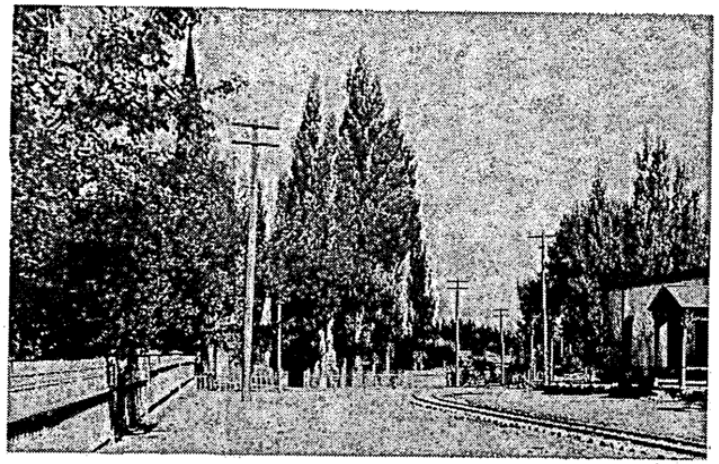
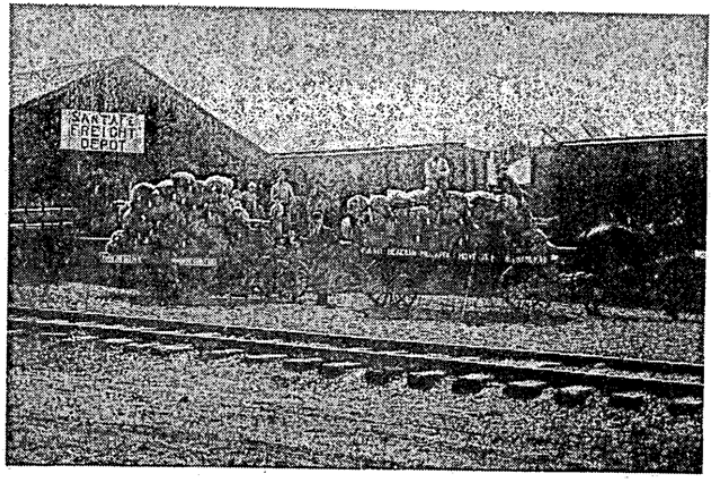
pany was named, as its goal to establish a major stop connecting Chicago with Los Angeles. However, due to the steep inclines of the local topography, Santa Fe was bypassed as the main route and was designated a branch line of the A.T. & S.F. Railroad. The branch line came from the main line, 18 miles away at Lamy Junction. The main terminal stop along the transcontinental route was, instead, established in Albuquerque.



Guadalupe Street
Santa Fe, New Mexico

However, the A.T. & S.F. spur line arrived in Santa Fe on February 9, 1880. The Denver & Rio Grande line came to Espanola, in 1881, up the Rio Grande into Santa Fe through Guadalupe Street in 1886. It originally was the Texas, Santa Fe and Northern Railroad and was later acquired by the D. & R.G. system in 1895. The tracks fronting the old D. & R.G. Depot have been removed and the brick structure now serves as a restaurant.



Shipping 1916 Pinon nut crop
Gormley's General Store
depot - Santa Fe, New Mexico
1916

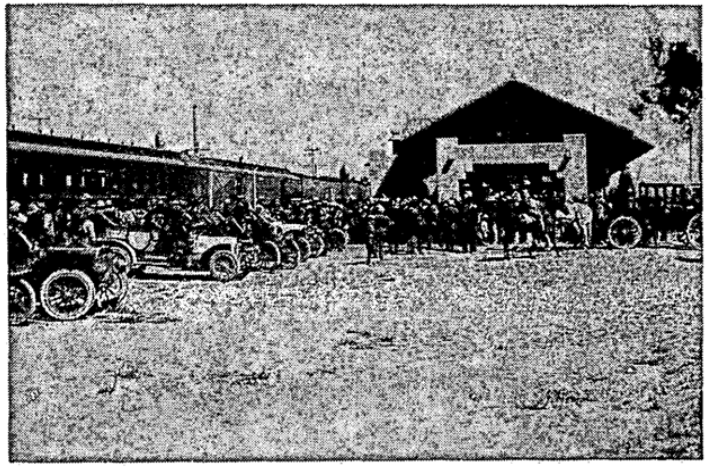
An A.T. & S.F. freight depot,as well as a passenger depot were located in Guadalupe Neighborhood. The freight depot was a frame building about 100 feet long and 20 feet wide. The siding was of foot-wide vertical boards. The eaves overhung the passenger platform and heavy timbered freight platforms at either end allowed unloading from large horse freight wagons.

Santa Fe Railroad Depot
Santa Fe, New Mexico
ca 1912

Photo by: Jesse Nusbaum

The present A.T. & S.F. station was built in 1910 about 200 yards northeast of its original freight depot. Although the tracks have since been removed from Guadalupe Street. The depot still stands and serves as a reminder of the railroad history of Santa Fe. The California Mission Style depot was a symbol of the A.T. & S.F. expansion into the west and was the standard architecture adopted by that railroad company. Its features include mission arches, pitched roof covered with red mission tile, and a curved parapet. The depot is still in service on a limited basis transporting only freight materials.

With the railroad came people, supplies, and new investment. Guadalupe Neighborhood benefited greatly from the railroad, as it was located in the midst of economic activity created by the railroad. In essence, the neighborhood became a center of trade. This is still evidenced by the numerous warehouses located around the depot. People arriving from the east got their first real look at Santa Fe as they stepped off the train. It was an exciting era, with an increased outlook for prosperity. Employment rose to serve the needs of incoming tourists who were influenced to visit the west by the overwhelming advertising campaign propagated by the A.T. & S.F. Railroad. Many of the



Soldiers at Railroad Depot
General Bell's visit
regarding "Taos Rebellion"
Santa Fe, New Mexico
1913
Photo by: Jesse Nusbaum

tourists were attracted enough to the area to stay and live. New homes were constructed, and businesses expanded to serve the needs of the newcomers. Guadalupe Neighborhood felt the influx of new styles of architecture.

By the time the railroad arrived, the street pattern had already been established with a radial convergence to the downtown plaza area. The streets of San Francisco, Alto, and Agua Fria all were main thoroughfares leading downtown. Lands lying between these streets were later subdivided with newer streets following a North-South direction. Thus, the neighborhood was gradually filled in, while the concentration of older homes remained along the earlier thoroughfares. Property adjoining the railroad was subdivided into the gridiron pattern in hopes of future speculation. However, this property was never really developed into residential use, but instead, became a freight warehouse area. The gridiron pattern did develop east of the railroad, outside the neighborhood boundary. Thus, Guadalupe Neighborhood retained much of its architecture, fronting the narrow street line. Homes and property were usually divided among family members which has resulted in a land ownership pattern characterized by many small, oddly shaped lots.

Historic Survey of the Guadalupe Neighborhood

With the historical importance of Guadalupe Neighborhood recognized, a survey to document the structures was undertaken with a grant made available through the Historic Preservation Bureau of the New Mexico State Planning Division. Currently, there are approximately 700 structures in the neighborhood. Of these, 300 structures were surveyed and cataloged on the basis of the physical age and architecture. Initially, the age of a structure was estimated on the basis of type of windows, construction materials, style, and any other physical features which gave a clue of the age. The physical characteristics were observed and recorded on the New Mexico Building Inventory Forms. Oral interviews with homeowners were also recorded when possible. After estimating the date of construction, an attempt was made to verify the actual age by using Santa Fe City Directories. Because the residential directories were first published in 1928, other means of estimating construction dates were used on structures constructed before this date. This included County Assessors records, personal deeds, and abstracts.

Using the information obtained from the survey, structures were evaluated for nomination to the New Mexico State Register of Cultural Properties. The two factors involved in evaluation were historical significance and architectural merit. Some structures were considered eligible for nomination because of their historical significance whether or not they were architecturally significant. The designation of historic significance was

usually serving as the home of a person of historic importance. Other structures were selected because of their unique architectural features. An attempt was made to select those structures which were the best representatives of a particular style. However, in most instances, more than one structure from the same style was selected as they contained unique architectural qualities not visible on other structures. This was particularly the case with the many examples of indigenous New Mexico architecture.

Historical Significance

In determining the historical significance of a structure, information was gathered on the individual who either owned or resided in the building. Through the verbal accounts with some of the homeowners, a history of people who owned a particular structure was discovered. Many homes in the area had remained in the family for generations, which made it possible to trace the origin and background of the family. Usually, the homeowner was in possession of the original legal documents, such as deeds and abstracts. Most of these documents were in Spanish and described not only the property, but also the real estate located on the property.

When the history of a structure was not known by the owner, names were arrived at through the 1912 King's Map which indicated the owner of certain parcels, or through the 1928 Hudspeth's City Directory. Individual names were revealed by research in the State Archives or the State History Library of the Museum of New Mexico. Texts with accounts of New Mexico's early history were the main sources of research. Two books, The Leading Facts of New Mexican History, and An Illustrated History of New Mexico listed names and biographies of early pioneers and prominent citizens of New Mexico. Newspaper articles were another valuable source of historical information. Most of this historical data came from The Daily New Mexican, established in 1868, copies of which are now recorded on microfilm. Names associated with properties were also investigated using necrology files, containing references to the obituary column. The homes of persons contributing to the social, cultural, or political growth of the city were included in the nomination forms to the State Office of Historic Preservation.

Regional Architecture

The introduction of new building materials into the west represents another step in the long process of the development of regional adobe architecture. Every improvement occuring during the development process was an important episode in the evolution of American history. This architectural development provides a better understanding and background of the people who built and lived in the structures.

The process began with the first people

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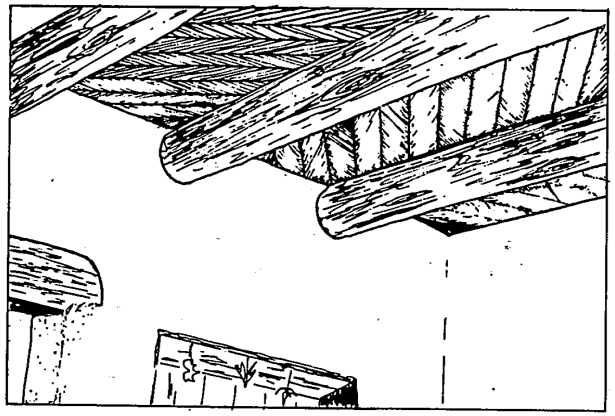
to occupy the region, the Pueblo Indian. Their building skills related not only to the environment, but also included the technology and cultural heritage at one point in time. The process continues with the Spanish conquest of the Southwestern United States which represents the introduction of European ideas and technology. Thus, the original Pueblo Indian adobe architecture characterized by multi-stories with setbacks, was amended to include the improvements brought over with the early Spanish settlers. Finally, the technology brought to the region by the first Anglo settlers began with the trading business made possible through early trade routes including the Santa Fe Trail. The process continues as modes of transportation on improved routes, such as the railroad, progressed and opened up the west to increase trade and new population growth. The improvement of transportation routes increased building supplies transported into Santa Fe.

During the early development of Santa Fe, two styles of architecture were prevalent. First, there was the style classified as Spanish-Pueblo, and as the name suggests, a combination of Spanish and Pueblo Indian Styles. This style dates back hundreds of years before the Spanish conquest in the 1500's. Pueblo Indians used earth to construct their dwellings. However, they did not use adobe bricks as such, but instead, molded damp courses of mud to form a wall. Each course was eight to ten inches deep and after drying sufficiently, another layer was added.

The Spanish used an earthen mixture for building, but molded the mixture into bricks. The soil was mixed with water, straw, or other fibrous material and was poured into forms used to mold the adobes. Both Spanish and Pueblo Indian used wooden beams, or vigas, for roof construction, which were laid directly on the walls.



Latillas make up the ceiling above the viga These were originally cedar poles two to three inches in diameter laid diagonally on the vigas and covered with at least twelve inches of dirt. Cloths or "cielos de manta" were placed under the vigas to catch the falling dirt. These were periodically removed and washed. Another method used to prevent the dirt from falling was to lay salt cedar branches over the vigas and latillas. A coat of mud was then spread and covered with dirt.

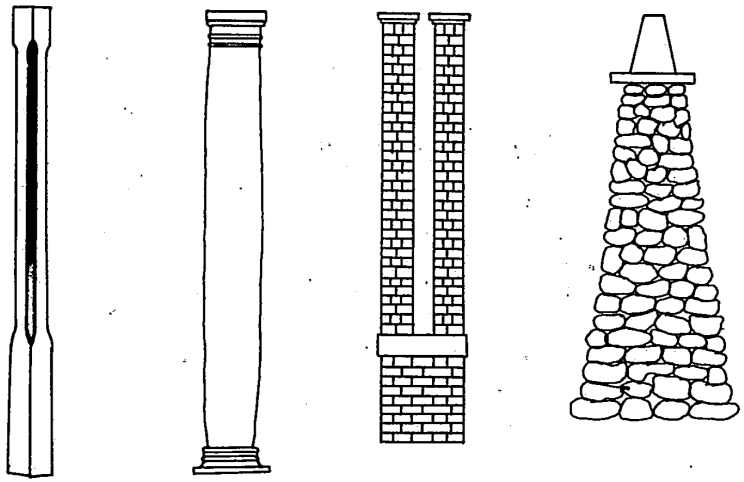
Although the same basic building materials were used in housing for both Spanish and

Pueblo Indian, the style which resulted was not necessarily the same. The Pueblo Indian Style is referred to as Pueblo Style. The Pueblo Style might resemble modern day condominiums. The housing for Pueblo Indians was actually a village of multi-storied apartments with setbacks at each level.

With the early Spanish Style, the house is square or rectangular, one story, and is built around a patio, with very few openings in the outer walls. Later when defensive needs were less acute, portals

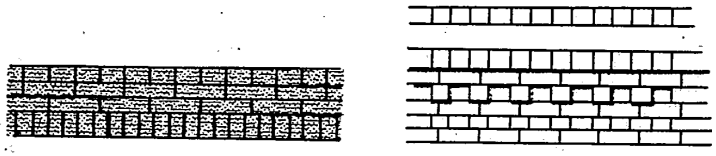
were built on the exterior wall, allowing larger windows and additional entrances into the structure. Houses in this style have continued into the present. Many houses in the Guadalupe Neighborhood were built right at the street line in this manner.

The second style of early architecture in Santa Fe is commonly known as Territorial. This style developed during the American Territorial Period in New Mexico in 1846-1912. The Territorial Style is a derivation of the Greek Revival Style, popular on the East Coast during 1820 to 1860. The characteristics of the Greek Revival Style include, classical columns, dentil coursework, pedimented lintels, and balustrades. These details were combined in an overall bilateral symmetry.

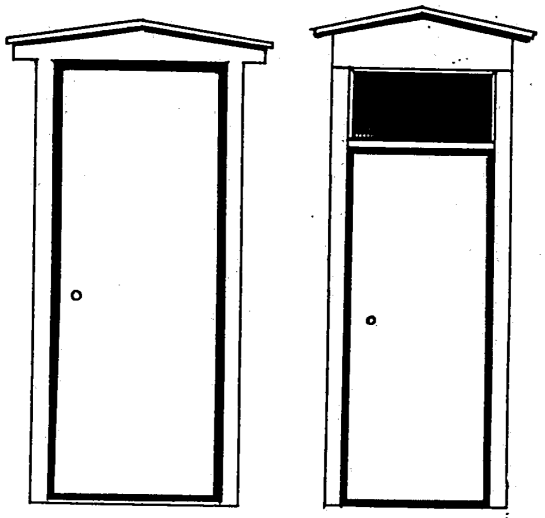


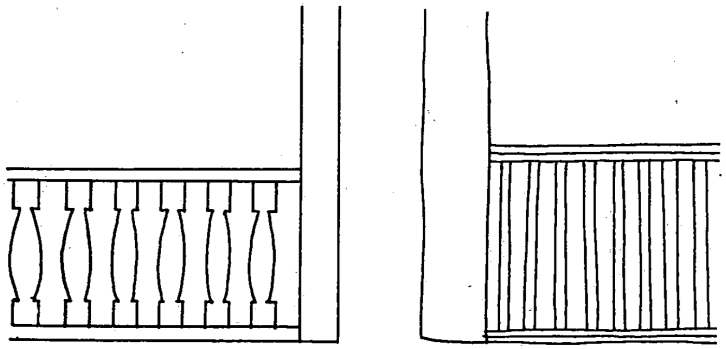
Classical columns were an element which characterized the Territorial Style. Although the true classical column is round and fluted, the Territorial wooden, column is usually square and smooth. The base and capital is usually molded, while the sides of the square pillars are chamfered. Other building materials for columns were also used, including brick and river rock.

Brick, like milled lumber, became in important material in the Territorial Style. Brick was used for the dentil coursework which capped the flat roof. However, the roof of a Territorial design house could be pitched in which case brick coping was not used. Some structures incorporated other brick elements such as brick facing, and columns into the exterior design, which was very unusual in New Mexico at



the time.This practice was an influence coming from the Eastern United States. Pedimented lintels over the doorway and windows characterized the Territorial Style structure. The Territorial lintel is a triangular piece of wood which also came from Greek Revival design. Sometimes, a transom window over the front doorway was incorporated into the design of the pedimented lintel. Sidelights, which are long rectangular windows, flank eithe





The balustrade, or the railing surrounding the portal, is a Greek Revival feature which came to characterize Territorial architecture. The balustrade can either be a precut piece of wooden railing with decorative design, or it can be a series of rounded poles. The balustrade is usually used on the second floor of a structures portal, but is also used as a decorative element on the first level.

A new floor plan also developed out of the Territorial Style. Usually, the plan of the Spanish-Pueblo Style residence consisted of a row of rooms which were added as the family grew. The plan of the Territorial Style structure, however, was more precise, using bilaterial symmetry as a guide. Entrance was through a central doorway, with windows directly opposite each other. In some instances, an irregularity of plan was used, which was an influence from another style.

Although, these are the design elements which came to characterize the Territorial Style, not every one was used simultaneously. What resulted was a combination of the Spanish-Pueblo Style and Territorial Style design elements. Indigenous materials such as adobe and vigas continued to be used but were combined with materials coming in on the railroad including milled lumber. Milled lumber provided more versatility to architecture in New Mexico.

Since Guadalupe Neighborhood was primarily a low and middle income community, the building materials were limited to those readily affordable. Traditionally, due to its low cost and availability, adobe was the main construction material. One of the many advantages of adobe is the ability to adapt to various building styles. As new building materials were brought into the west through new and improved transportation routes, existing homes were improved. The customary flat roof of the adobe structure did not shed rain, and as a result, the leakage often caused deterioration. Means to improve and protect the structure became necessary. The solution, which not only preserved the adobe structure, but also added a new dimension to indigenous architectural design was the introduction of pitched roofs and the use of improved building materials including cement, stucco, brick, milled lumber, and precast metal.

Santa Fe Vernacular

The processs by which adobe architecture

developed through three different cultures resulted in styles currently known as Spanish-Pueblo and Territorial. These two types of architecture were developed in the Southwest, becoming a truly regional architecture rather than a design copied from external styles. However, architectural details from these two styles were often combined intentionally either during the initial construction or through later renovation. Many times, Territorial design elements were added to Spanish-Pueblo structures. In other instances, Territorial elements such as pedimented lintels, were dismantled due to weathering. Other individual design elements were incorporated into the style. Readily available river rock was often used for portal columns. Stone or brick designs were painted over the exterior stucco to reflect more up to date building methods. Thus, it became difficult to classify a structure into one particular style. This is the case in the study of Guadalupe Neighborhood where a wide variety of stylistic deviations have occured. Building designs in the neighborhood are basically derived from the Spanish-Pueblo and Territorial Styles but are individual by their unique ornamentation and invented elements. As such, a new name for this combination of styles is proposed since this is a style unique to Santa Fe. This style will then be referred to as Santa Fe Vernacular.

Basically, Santa Fe Vernacular Style is a combination of the two regional styles and eclectic design elements. Many of the components of the style are individualistic and while other components related to materials typically mass produced and shipped into the area are incorporated into the structural design. The style is amendable leaving room for individual design, while still preserving the integrity of the regional architecture. Varieties of roof types are common to Santa Fe Vernacular Style, and include flat as well as pitched roofs. Pitched roofs are covered by different materials such as corrugated metal, tern plate, and asphalt roll, while wood shin gles, stucco, or wood siding made up the gable. Parapets surrounding flat roofs are varying, including mixtilinear (mission) and undulating (curved) design. here is also a variety of exterior colors evident which contrasts with the usual earth tones. Porch columns differ from the traditional Spanish-Pueblo and Territorial Style. Some columns in the Santa Fe Vernacular Style are characterized by a river rock pedistal in the form of a pyramid, which show an influence of the Bungalow Style. The pedistal is capped by a square piece of wood which then supports a wood or metal post. Awnings, covered by red clay or metal mission tile sometimes were placed over doors and windows for sun protectio and decoration. The combination of thes elements with existing methods of constr tion then make up the composition of San Fe Vernacular architecture.

Amendment to the Historical District Regulations

Many of the elements comprising the Santa Fe Vernacular Style do not conform to the regulations of the City Historical District. The specific details of "Old Santa Fe Style" and "Recent Santa Fe Style" as defined and codified in the Historical District Regulations, do not encompass the variations found in the architecture of Guadalupe Neighborhood. Also, the existing Regulations fail to address development issues such as active and passive solar design features which would affect the physical design of a structure.

To ensure the preservation of the Guadalupe Neighborhood, a demonstrable historic area, inclusion in a Historical District is necessary. But inclusion in the City's Historic District under the existing ordinance would not allow this preservation. Rather than forcing future modifications to existing homes to conform to the current Historical Regulations, or writing another ordinance for the area, amendment of the Regulations to include Santa Fe Vernacular Style only in the Guadalupe area, would be a more logical step. Inclusion of Guadalupe Neighborhood District would protect the area as a historic residential neighborhood, and would be consistent with City's policy of preservation of historical areas and buildings.

Structures Nominated for the State Register of Cultural Properties

Following then, are structures nominated to the State Register of Cultural Properties. The structures are classified according to the recognized architectural style of which they are most closely representative. For each nomination, physical appearance and historical importance are briefly documented, along with significant dates pertaining to the history of the structure.

WESTSIDE-GUADALUPE STREETSCAPE AND DESIGN ORDINANCE REPORT

MARCH 1, 1987

CITY OF SANTA FE

BEVERLEY B. SPEARS, AIA
1334 PACHECO STREET
SANTA FE, NEW MEXICO

INTRODUCTION

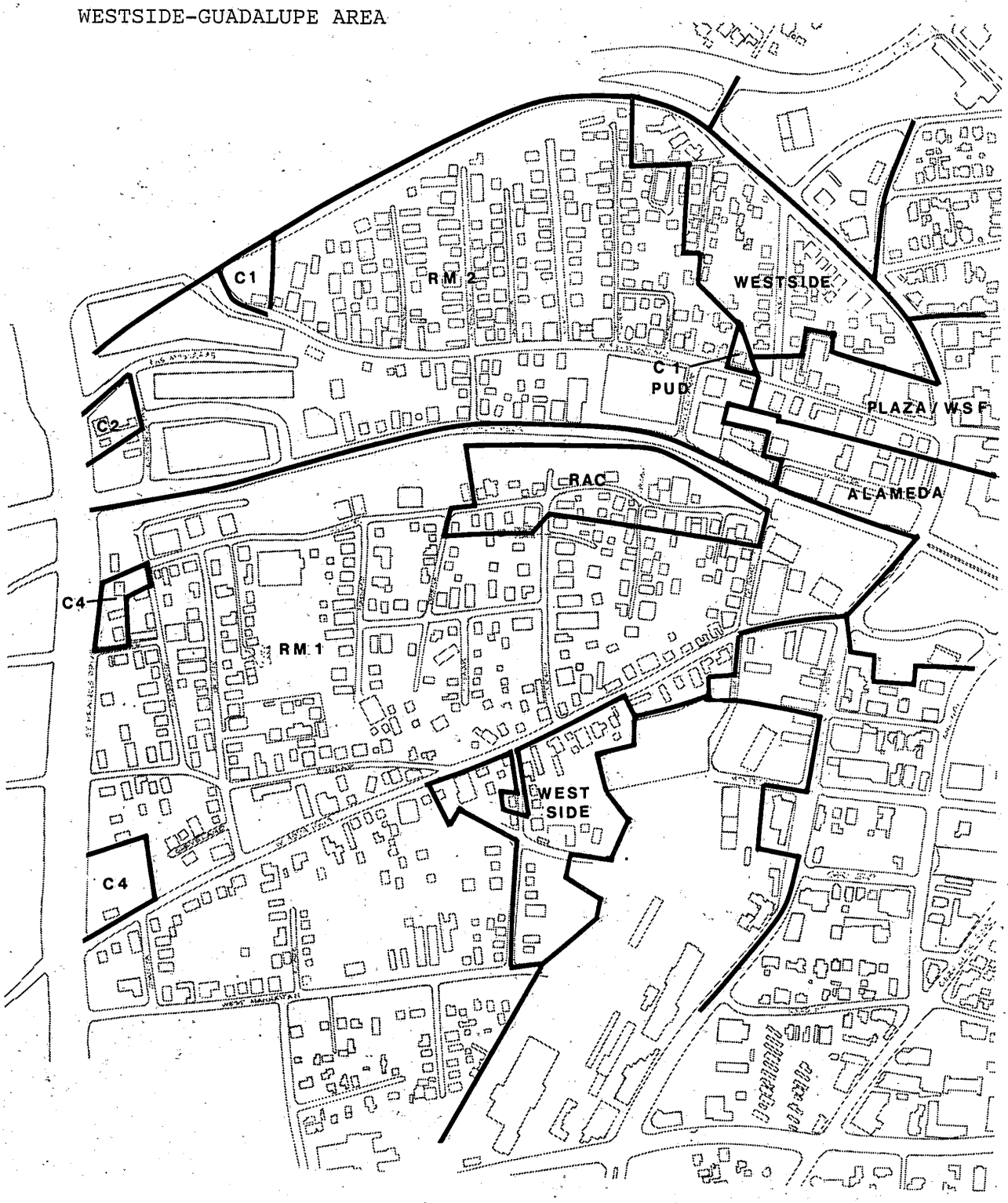
The purpose of this study is to recommend modifications for the design standards for the Westside-Guadalupe Historic District and the Westside Subdistrict of the Business Capitol District. The recommendations are intended to better reflect the traditional character of the neighborhood, and to recognize the unique architectural and streetscape elements of that particular area. An analysis of the existing buildings and streetscapes was carried out using field observations. Statistical information was compiled from the Santa Fe Historic District Building Survey maps and inventory forms prepared in 1985.

The history of the development of this area was also considered including socio-economic factors. Neighborhood residents were interviewed for their opinions about the strengths and weaknesses of the existing design standards and about what physical elements of the neighborhood should be preserved, encouraged or prohibited. Various past and present Historic Design Review Board members were interviewed for their evaluation of the appropriateness of the existing design standards.

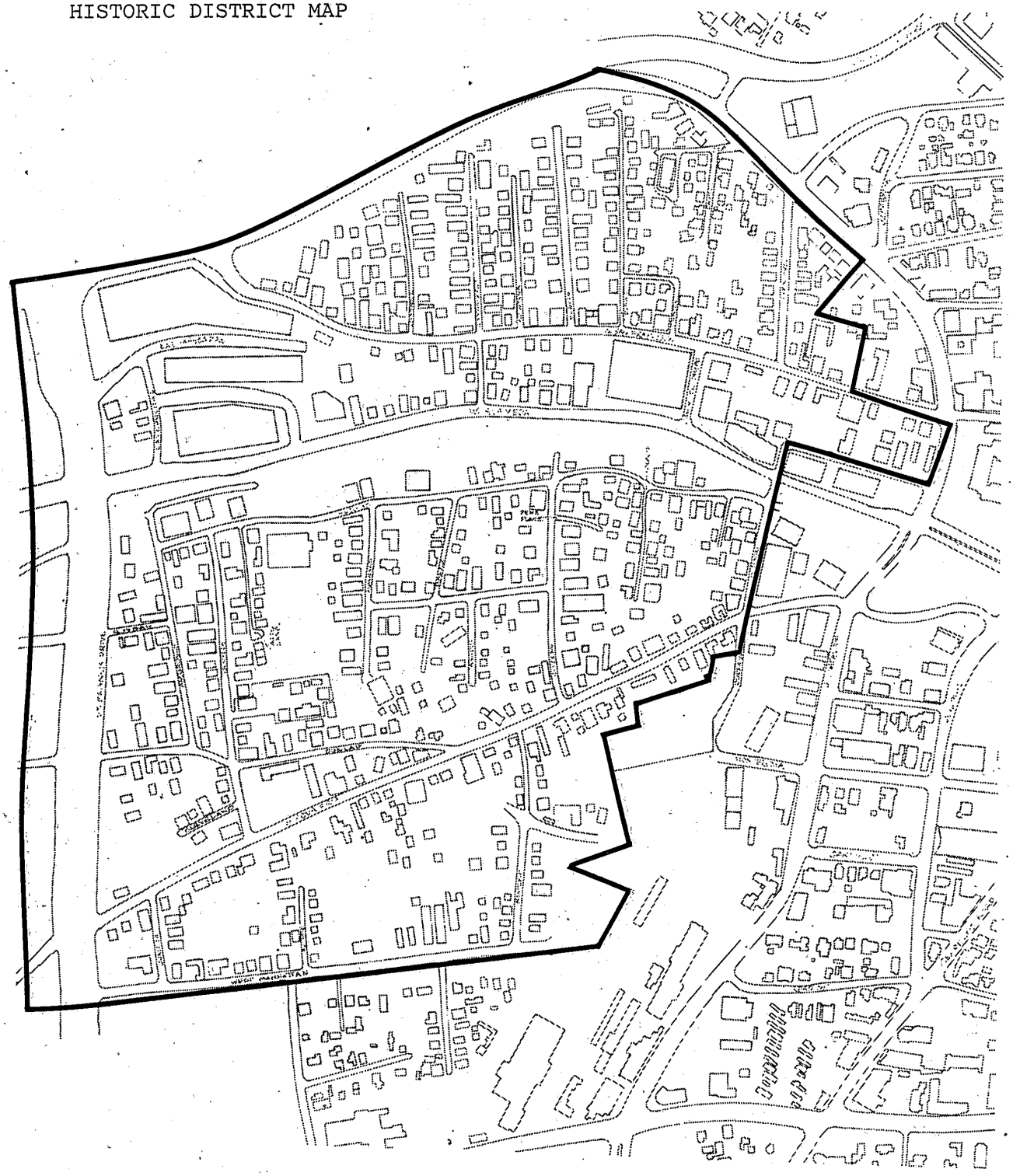
Zoning ordinances affect the appearance and character of the Guadalupe-Westside neighborhood as much as the design standards do. Although the primary purpose of this study is to address the design standards, the report also considers the relationship between zoning and neighborhood appearance.

Modifications of the design standards must ultimately reflect the wishes of the neighborhood. Neighborhood residents as well property owners should be involved in these decisions. Because this neighborhood is part of the Santa Fe Historic District listed on the National Register of Historic Places, the community has a responsibility to preserve the traditional character of the neighborhood.

ZONING MAP OF THE
WESTSIDE-GUADALUPE AREA



WESTSIDE-GUADALUPE
HISTORIC DISTRICT MAP



NEIGHBORHOOD GROWTH AND PLANNING HISTORY

The earliest houses in the neighborhood were built along Agua Fria Street which was then the Camino Real, and along Alto Street and West San Francisco Street which paralleled the Santa Fe River. These were rural houses surrounded by fields irrigated by the acequias which networked the area. In 1880, the railroad depot was established on undeveloped ground southwest of the Guadalupe Church. Another rail line later was extended northward to Espanola and Denver, creating the eastern boundary of this neighborhood. Warehouses and industrial-type businesses including sawmills, coalyards and building supply stores grew up around the depot.

The area that comprises the Westside-Guadalupe Historic District grew fairly slowly until the end of World War I. The period between the two wars saw the transformation of the area from low density semi-rural land into residential neighborhoods of small owner-built houses. Irrigated fields were subdivided among family members for building plots or were broken up and sold outright. Informal alleys or easements provided acces to many of the parcels. Some of these lanes later became narrow dedicated streets while others are still private lanes.

The growth of the area in question is shown in the following table which is based on information from the Santa Fe Historic District Building survey.

Era	Existing buildings constructed during that era
pre-1900	21
1900-1910	2
pre-1912	61
1910-1920	16
pre-1920	3
1921-1930	90
1931-1945	295
post-1945	198
	686 total number of buildings surveyed on map #7 of the historic distric building survey

This growth was fairly uniform geographically throughout the

area except that the neighborhood south of the river saw a greater growth between 1900 and 1920 as a result of railroad-associated development. It is interesting to note that 71% of the buildings in the Westside-Guadalupe area were constructed before 1946, but only 15% before 1920.

This neighborhood has remained largely Hispanic throughout its history. Some Anglo merchants and tradesmen such as Charles Dudrow owned property near the railroad during the late Territorial era, and a few other properties in the area were owned by Anglos. Alexander Irvine acquired property along what is now Irvine Street during the late nineteenth-century subdivision boom in Santa Fe, but by 1912 it had returned to Hispanic ownership. According to the Greater Westside People's Association Neighborhood Plan, the 1970 census indicated that 97% of the Greater Westside Neighborhood population was Spanish-surnamed. The 1980 census indicates that the percentage of Spanish-surnamed residents in the Westside-Guadalupe Historic Distric dropped to 76%, marking a major trend of Anglo migration into the neighborhood.

The average value of houses in this neighborhood is about 66% of the average value of all Santa Fe houses according to figures from the Greater Westside People's Association Neighborhood Plan. Rented rather than owner-occupied housing seems to be increasing in the neighborhood due to the development of small apartment units and to the migration of homeowners out of the neighborhood while retaining the houses as rental properties. In 1980, 58.7% of the housing units in the district were rented rather than owner-occupied compared to 37% for the city as a whole.

The first zoning ordinance for Santa Fe was passed by the City Council on April 16, 1948. The area of the Guadalupe-Westside neighborhood closest to downtown was zoned for residential use with a maximum density of 27 dwellings per acre while the area farther from downtown was zoned at a maximum of 14 dwellings per acre. These allowable densities far exceeded the actual density of the neighborhood despite the claim in the Comprehensive City Plan that zoning must provide standards comparable with existing development. This high-density multifamily zoning was applied to nearly all the residential areas of Santa Fe within about a mile of the plaza regardless of existing density or income level.

The allowable densities in the Westside-Guadalupe residential areas are about the same now as they were in 1948, except that the higher allowable density now (RM-2, 29 dwellings per acre) is confined to the West San Francisco Street neighborhood north of the river while the lower density (RM-1, 21 dwellings per acre) is located south of the river in the Guadalupe neighborhood. Building height is limited to 24 feet in the Westside-Guadalupe Historic District and the Westside Subdistrict whereas 35 feet was the maximum allowable building height for these areas in 1948.

Historic district ordinances are separate and distinct from zoning ordinances. In 1957, a historic district with design standards was established by the City Council to control architectural styles in the downtown and eastside areas. The Westside-Guadalupe area, although historic, was not included in the district because many people felt that the design standards would pose an economic hardship for the lower-income property owners of the westside. In 1973, the historic core of Santa Fe was placed on the National Register of Historic Places. This national district does include the Westside-Guadalupe area.

In 1981, the City Planning Department prepared a plan of the greater westside including the Westside-Guadalupe area under a grant from the Historic Preservation Bureau of New Mexico. The Greater Westside People's Association Neighborhood Plan, which was initiated by the neighborhood association, recommended the adoption of a historical ordinance for the area. The results of a neighborhood questionnaire indicated that the area residents were overwhelmingly in favor of a historical ordinance allowing more styles of architecture than the existing historical ordinance for the downtown and eastside.

The Westside-Guadalupe Historic District was established in 1983. Its boundaries are shown on the map included in this report. The design standards for the district are more lenient than the standards for the core historic district.

In 1985, a building survey was conducted in the Westside-Guadalupe Historic District as well as the rest of historic Santa Fe. Each building predating 1946 was photographed and recorded on a standard building inventory form. Composite maps were made showing building age, building style, and historic importance of all the pre-1946 buildings within the survey area. The survey was funded by the State Historic Preservation Division.

In the same year, the Business Capitol District was established for downtown Santa Fe. This ordinance created mixed-use zoning with separate development constraints for each of fifteen townscape subdistricts. These constraints are zoning-type restrictions which complement the historic standards for the area. The Westside Subdistrict of the BCD is located within the Westside-Guadalupe Historic District and is an integral part of the Westside-Guadalupe neighborhood. The boundaries of the Westside Subdistrict are shown on the map included in this report.

STREETSCAPE AND ARCHITECTURAL CHARACTER

The traditional character of the Westside-Guadalupe Historic District has been determined by various factors. The relatively flat site, the historic trails, the transition from agricultural to residential land use between the two world wars, and the predominantly Hispanic population of modest income have all helped shape the character and appearance of the district. The following discussion considers the various physical characteristics and details of the district starting with the basic infrastructure and ending with individual building elements.

A. Street Pattern

Although not a focus of this study, street pattern does affect the visual character of the neighborhood and has a critical relationship with the development of individual properties. Most of the streets in the district are narrow and relatively straight. Most developed informally as trails or private lanes on relatively flat agricultural land. This informal development resulted in a large number of dead-end streets, about seventeen throughout the district, plus a number of dead-end private lanes. This street pattern greatly contributes to the small scale and intimate feeling of the neighborhood.

B. Building Form and Placement

With few exceptions, all but the most recent houses of this neighborhood were built by Hispanic families of moderate income using their own construction skills or those of relatives and close friends. The oldest houses of the neighborhood, those built before World War I, sometimes followed the traditional Spanish colonial custom of building a single file of rooms at the street edge. Some of these are at right angles to the street, probably due to the narrowness of the street frontage of those properties. Buildings at the edge of the street are more common on the oldest streets including Agua Fria, Alto, and West San Francisco Street. Elsewhere, most buildings are set back from the street, but usually only about fifteen or twenty feet. Throughout the area, the setbacks are somewhat irregular because the houses were built at different times by different individuals mostly before zoning ordinances were in effect. The proximity of the houses to the street increases the small scale and intimacy of the neighborhood as does the relatively small size of the houses.

There are a number of outbuildings in the district including garages, storage sheds, workshops, studios and little cottages. These buildings are also owner-built and usually sited towards

the rear of the property. They increase the diversity of the district and contribute to the perception of the district as a long-inhabited neighborhood rather than a recent subdivision. The irregular building placement and the large number of houses tucked away on private alleys and shared driveways also help dispell a suburban appearance.

C. Building Height

The houses of the district were traditionally single-story. Of the 686 buildings in the survey area, there are approximately 31 houses or multifamily structures that have a second story. All but about three of these were built or added on after 1945. In fact, most have been built within the last ten years. Historically, the neighborhood was about 99% single-story and is still about 95% single-story despite the recent trend toward second story construction. RM zoning allows heights up to 36 feet in the RM-1 and RM-2 zones except in the Westside-Guadalupe Historic Distric where the maximum allowable height is 24 feet. The Westside-Guadalupe neighborhood is particularly vulnerable to the jarring effect caused by two-story buildings because of the following:

1) the flat terrain
2) the scarcity of trees
3) the small scale of the buildings
4) the small lot sizes
5) the narrow streets and small setbacks
6) the predominance of single-story structures.

These factors cause two-story structures to be highly visible if not obtrusive.

D. Roof Type

Of the 686 buildings in the area recorded by the Santa Fe Historic Distric Building Survey, approximately 182 or 27% had pitched roofs and 404 or 73% had flat roofs. However, the distinction between pitched and flat roofs in this neighborhood is fairly subtle. Many flat roofs in this neighborhood overhang the exterior walls rather than being concealed behind parapets. Most of the pitched roofs have low pitches. Many are shed roofs with a parapet along one, two, or three sides. These low pitches with overhanging eaves are the most simple and practical for owners to build. Steep (30°+) pitches are not characteristic of the district. Most pitched roofs are covered in asphalt composition material in the form of shingles or roll roofing. Corrugated galvanized steel and standing seam roofs are also common.

E. Yards

The small yards of the Westside-Guadalupe Historic District are most often surrounded by a low fence or wall. Some yards are planted with grass, flowers and shrubbery while others are bare earth which has been cleared of weeds. There are virtually no examples of desert landscaping with scoria or gravel with native plants such as cactus and chamisa. There are relatively few trees in the neighborhood most of which are fruit trees or volunteer trees including Chinese elm and Ailanthus (Tree of Heaven). Foundation planting is not common. There are no street trees in the district except for some random plantings along St. Francis Drive.

F. Walls and Fences

Most properties have some sort of wall or fence at the street edge. These are nearly always low (2 or 3 feet high) and most are somewhat transparent, being made of chain link, wire, cast iron, or wood pickets. Walls are often made of river rock or concrete block. The low walls and fences allow allow houses and yards to be seen from the street. High (6 feet) walls are being introduced on various streets throughout the district as various properties are developed or remodeled. These are built most frequently by people who have recently acquired property in the neighborhood. High walls are built for security and privacy as well as to achieve a "Santa Fe style" look. These high solid walls drastically alter the streetscape. House facades have traditionally been the dominant streetscape element in this neighborhood. When yards and house facades are concealed behind high blank walls, the sense of pedestrian scale and intimacy is replaced by a sense of oppressiveness and claustrophobia. If the narrow, nearly level and often dead-end streets of this neighborhood are lined with high solid walls, the resulting streetscape will be monotonous and impersonal.

G. Color

Color is less limited in the Westside-Guadalupe neighborhood than in many other areas of Santa Fe. Tan and brown stucco predominates, but white buildings are also quite common. Pink, yellow and green houses can also be found. Woodwork and trim are often painted blue, green or some other colorful hue. Often the paint used for the trim is also used on the mailbox, the wire fence, and other site accessories. Sometimes alternating colors or a checkerboard pattern is used for decorative effect.

H. Murals

The neighborhood has various murals painted on exterior stuccoed walls. They are found on both commercial and residential properties and have been painted by various groups. The major murals of the area include the Law Center mural at 529 West San Francisco Street, the Leyba mural at Jimenez Street and West San Francisco, the Cervantes mural facing the river just north of Alto Street, the Space Science Center mural, and the Virgin of Guadalupe at 842 Agua Fria Street and another at 729 Dunlap. Like other architectural features found within the district, these murals are expressive and individualistic.

I. Building Materials

Construction materials are varied in part due to the time span of the neighborhood, but also because the houses are mostly owner-built. Most of the older houses are masonry, either adobe, concrete block, clay tile or brick. Nearly all have an exterior finish of cement stucco, though one example of mud plaster can still be seen on a one-room outbuilding at 105 Jimenez. The stucco finish is sometimes given a distinctive trowel-pattern finish. Openwork concrete block units are often used as decorative elements in walls.

Found or recycled materials are sometimes incorporated into building projects. Wheel hubs are built into a river-rock wall on West San Francisco Street. The headboard of a steel bed frame is used as a grill in a wall on Polaco Street. A house on West Manhattan has a rear garden wall constructed of concrete test cylinders.

J. Name Plaques

A number of houses have plaques with the name of the home-owners hanging on the front porch or near the front door. Usually only the family name is given but sometimes first names are also given, for example, "Los Montoyas, Joe + Dora" at 119 Elena. These name plaques are a way of further personalizing one's property in a publicly visible way.

K. Architectural Details

Curvilinear parapets, projecting canopies over windows and doors, and distinctive handmade gates, shutters and other details are particularly prevalent in the district.

Curvilinear parapets can be found on many Santa Fe buildings, but they seem to be particularly plentiful in the Westside-Guadalupe neighborhood. Curvilinear parapets were a prominant characteristic of Mission style architecture which originated in California and was popular throughout the Southwest during the early part of the twentieth century. Santa Fe had a number of Mission style buildings including the Elks Club on Lincoln Avenue, the Women's Board of Trade on Washington Avenue and the Guadalupe Church, all of which have since been remodeled in other styles.

The Pueblo Revival style, which originated in Santa Fe circa 1910, sprang from the same romantic visions as the Mission style. The curvilinear parapet theme was borrowed from the Mission style and carried our in stuccoed masonry rather than stone or terra cotta. Many of the early Pueblo Revival buildings had curvilinear parapets including the Old Post Office on Cathedral Place, the Gross Kelly Warehouse at the railyard, and La Fonda Hotel. This was a fashionable architectural detail that was reasonably easy and inexpensive for homeowners to build. The curvilinear parapets in the Westside-Guadalupe neighborhood usually have a simple profile and are an integral part of the stuccoed wall, although one example of a curvilinear parapet in stone atop a stuccoed house can be seen on West Manhattan Avenue. Elsewhere in the neighborhood a yellow stuccoed house has a curvilinear parapet of red-painted brick.

A second architectural feature borrowed from the Mission style is the window or door canopy. This element is also related to the Craftsman style with its broad overhanging roofs supported by diagonal wood braces. The projecting canopies over windows and doors most often have roofs of pressed metal tiles moulded in the shape of Spanish mission tiles. These are often painted red while the wood brackets are painted to match the exterior trim of the house. The projecting canopies were fairly easy to build and were useful in protecting windows and doors from the elements. Like the curvilinear parapets, the projecting canopies suggest a Spanish theme perhaps more appealing to the westside-Guadalupe residents than the rough-hewn Pueblo Revival style which borrowed heavily from local Indian architecture.

Other common architectural details in the Westside-Guadalupe neighborhood are the homemade wood gates, shutters, corbels and other decorative elements. Usually they are simple constructions made of milled lumber and painted to match

other exterior details. Sometimes they have carved or cutout patterns which individualize the house.

L. Summary of Characteristics

The typical Westside-Guadalupe house is a small single-story house with a low profile. It was built sometime after World War I by its original owner/occupant using inexpensive materials. The house probably grew incrementally as the family needed and could afford extra rooms. The property is ornamented and personalized in a simple way using colorful accents, a name plaque, and/or distinctive details. A low fence or wall probably surrounds the property.

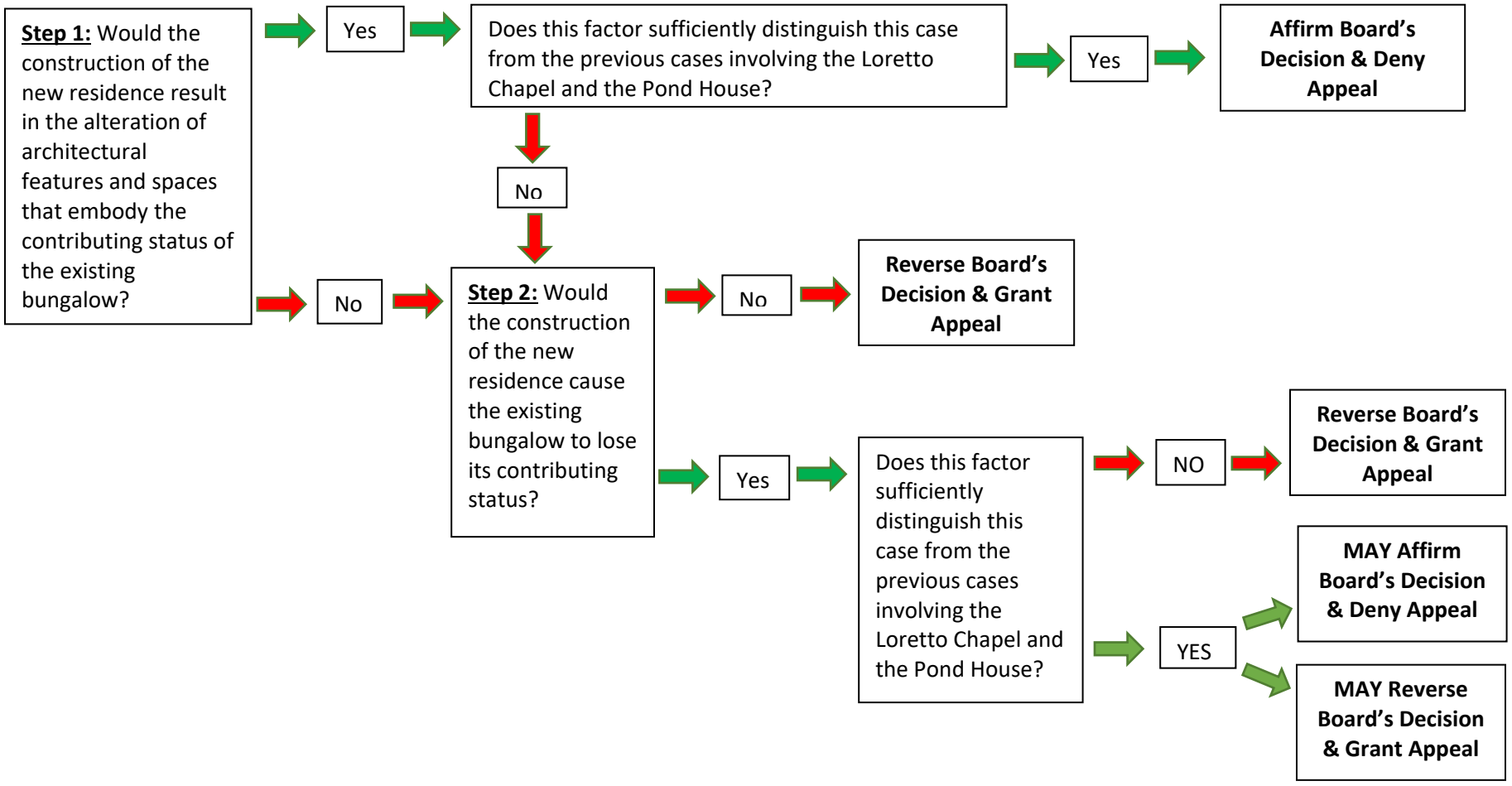
The typical streetscape is a narrow quiet street lined with low fences and small, distinct and personalized houses set close to the street.

EXHIBIT

J

Exhibit J: Decision Tree

Appeal #2021-3393-APPL
314 N. Guadalupe (James & Jay Heneghan)



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Of Counsel

April 30, 2021

Sally Paez, Assistant City Attorney
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

Re: City Council Appeal
314 North Guadalupe (the "Property")
Case # 2020-003111-HDRB

Dear Ms. Paez:

On behalf of the appellants/Property owners in this matter, James and Jay Heneghan, the following provides additional information in support of the Appeal, pursuant to City Code section 14-3.17.H.2.

As addressed in the Appeal, the HDRB decision to deny the proposed structure was based on the desire to preserve existing public views of the existing home on the Property. The proposed structure is located between the existing home and the street. The basis for the Appeal is that the HDRB exceeded its jurisdiction in relying on this reason for its decision.

The Appeal cites the case of *Teme v. City of Santa Fe*, where District Court Judge Stephen Pfeffer addressed the same issue in a case involving the Loretto Chapel and ruled against the HDRB position, stating "[n]either the (Historic) Board nor the Council has the power or authority under the Santa Fe City Code as adopted to preserve historic 'view corridors.'" (Conclusion of Law 3.a)

Despite the District Court's decision, the same issue arose again in 2015, in a case involving the property located at 535 East Alameda (Case #H-15-172). This case involved the same scenario: an existing contributing structure and an application to build a new structure between the contributing structure and the public street that would block existing views of the contributing structure. The City Attorney's memo on the property owner's appeal of the HDRB denial to the governing body referenced the portion of the Board's findings stating "the Board did not approve the Application for the items in Unit 7 blocking public visibility of the contributing structure." (Exhibit A)

The City Attorney's memo referenced the *Teme* case in detail, concluded that the decision remains valid law and stated "the Court found there are no statutory grounds for the proposition of a 'view corridor' in the City Code." (p. 5) In that case, the City Council reversed the HDRB decision, consistent with Judge Pfeffer's decision in the *Teme* case.

This is at least the fourth time that a Santa Fe property owner has attempted to invest in their property by building structures that are permitted as a matter of right and has been forced to expend substantial time and money due to the HDRB's effort to "preserve view corridors." We understand that another appeal is pending before the City Council involving the Board's attempt to preserve the view corridor of a structure from a public street.

Based on the foregoing, we request that the Council reverse the HDRB decision denying the Heneghan's application on the basis of the structure's effects on existing public views and act to ensure that this issue does not arise again. Consistent and correct application of the City Code is vital to the integrity of the Code and the public's confidence in the City's land use decision-making process.

Thank you for your consideration.

Sincerely,

Joseph M. Karnes

Exhibit A

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

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.*

20. PUBLIC HEARINGS

b. **Appeal #2021-3393-APPL of Case #2021-3111-HDRB.** Appeal by James and Jay Henegha Historic Districts Review Board's Denial of an Application to Construct a New Single-Story Residence at 314 North Guadalupe, in the Westside-Guadalupe Historic District (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

COMMITTEE REVIEW:

Governing Body: 05/12/21

Name: Christella Yonta
Comment - 05/12/2021 11:59 AM: (Against)
Please vote against the appeal for the property at 314 North Guadalupe. This single-story residence is proposed in the front lawn of an existing structure and is not a vacant lot.

Guadalupe Neighborhood Resident

Name: Ron Rivera
Comment - 05/12/2021 12:02 PM: (Against)
Vote no and uphold the decision of the Historic Review Board for the property at 314 North Guadalupe

Name: Stefanie Beninato
Comment - 05/12/2021 12:13 PM: (No Vote)
314 Guadalupe Street
I am in support of the H Board decision
1 The historic contributing house is the MAIN house on the lot and has been for almost 100 years.
I do not see anything in the code, that allows a MAIN house to become the casita. There are provisions for adding an Accessory Dwelling Unit to match the size of the main house.
2 The owners have not explored other design options—like adding onto the main house on the back and doing a second story. The owner did not want to apply for an exception. I think the Board would be more willing to grant such an exception than allow the contributing house to become non visible.
The other option is to reduce the size of the new house and orient it N-S rather than E-W. It could also be a two story which would lessen the foot print and allow some visibility of the MAIN historic contributing structure.
3 This decision is not about a VIEW CORRIDOR but about the visibility of the house. It will be totally obscured. Making a historic contributing house not visible will NOT attract visitors to Santa Fe—what are we supposed to do as historic preservation professionals and architectural tour guides—say—if you could see that house you would appreciate its historic character?
This lot was recently split and the back half of the lot now has THREE structures on it. Part of the deal was that the developer build a wall down the driveway which already partially obscures the contributing house. The current owner who did not have the money to buy the whole lot struck a deal with the heir (friend of the family) to do all the work for the lot split and get rid of the garage and then could buy the house and front lot at a reduced price.
The owner has 3 college age children but wants a 3200 sq ft house If he added onto the contributing home, he probably could get at 2000 sq ft structure which would seem adequate for a couple with college age children visiting during holidays. They could add a casita/office space in front that would not obscure the historic

bldg..
I also understand that the owner of the house (the family who was friends of the heir) was Japanese and was one of the first to be taken to the internment camp in what is now Casa Solano—so it also has a connection to a historic event/person increasing its value as a contributing structure.
ORD TO FOLLOW

Name: Stefanie Beninato
Comment - 05/12/2021 12:15 PM: (No Vote)
Here are the two parts of the HDR ordinance that I think that are applicable. I ask that you give special thought to WHY we have this ordinance.
14.5-2 A1)(" 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:-The continued existence and preservation of historical areas and buildings…")
14.5-2 D1(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.

Kathy Rivera
P.O. Box 363
Santa Fe, NM 87504

May 12, 2021

Dear members of the City of Santa Fe Governing Body:

I plan to be a voice from the public on tonight's hearing of Appeal # 2021-3393-APPL of Case # 2021-3111-HDRB. Please accept the below image of the property and the applicable city codes that were used by the HDBR in denying the application for constructing a new 2450+ sq. ft. residence on the lot below. The relevant language protecting contributing status structures appears **four** times in the Land Development Code Chapter 14-5.2.

A residence with this sizeable front yard is now a rare space on Guadalupe Street- the only remaining evidence of that era.

14-5.2 - HISTORIC DISTRICTS

(C) Regulation of Significant and Contributing Structures in the Historic Districts
(Ord. No. 2004-26)
(1) Purpose and Intent It is intended that:

(a)
Each *structure* to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical *development*, such as the addition of conjectural features or architectural elements from other *buildings*, shall not be undertaken

(D) 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.

This same language appears in the code **four** times and applies to the following:

General Design Standards: 14-5.2 (D) (1) (B)

Historic Compounds: 14-5.2 (K) (4) (a) (ii)

State Capital Outlays Projects: 14-5.2 (M) (3) (b)

County & SFPS Capital Projects: 14-5.2 (N) (3) (b)

https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE_ART14-5OVZODI_14-5.1GEPUREGEUSZODI

The Historic Review Board made the correct decision to protect then contributing status on this property. They correctly applied the City code as written: any development would cause the loss of its contributing status.

I ask the Governing Body to uphold he decision of the Historic Board.

Sincerely,

Kathy Rivera

City of Santa Fe, New Mexico

memo

Date: April 14, 2021

To: Community Development Commission public meeting (April 21, 2021)
Finance Committee public meeting (May 3, 2021)
Quality of Life Committee public meeting (May 5, 2021)
Santa Fe City Council public hearing (May 12, 2021)

AGL

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of the 2021-22 CDBG Annual Action Plan

ACTION REQUESTED

Review and recommend approval of the 2021-22 Annual Action Plan for submittal to the Department of Housing and Urban Development.

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 Community Development Commission is tasked with setting funding priorities, reviewing requests for housing funding, including CDBG and Affordable Housing Trust Fund (AHTF) funds and making initial recommendations to the Governing Body for projects and funding amounts. The CDBG-funded projects are described in the Annual Action Plan and submitted to the Department of Housing and Urban Development (HUD) 45 days prior to the start of the upcoming program year (beginning July 1, 2021).

The CDBG entitlement grant amount awarded to the City for the upcoming program year (2021-22) is $614,044. Administration costs are calculated at 20% of the grant amount ($122,809). Additionally, prior program year funds were reprogrammed in the amount of $64,832.

Projects proposed to receive CDBG funding in 2021-22 include: Mortgage principal reduction assistance for home purchase - $300,000 (Homewise Inc.); home repair, including emergency repair - $100,000 (Santa Fe Habitat for Humanity); facility improvements - $63,961 (St. Elizabeth Shelter); and public services (Santa Fe Public Schools Adelante Program – $20,106, Interfaith Community Shelter - $32,000, Youth Shelters and Family Services - $20,000, and Coming Home Connection - $20,000).

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. Also available is a Spanish translation of the Executive Summary of the Annual Action Plan. 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. Residents are also encouraged to respond to a brief survey, located at: https://www.santafenm.gov/affordable_housing.

SUMMARY OF PUBLIC PARTICIPATION:

- Annual Plan posted on City's website for comment (April 12 – May 12, 2021)
- Online survey link posted on City's website for distribution
- 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)

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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) **$100,000**; 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.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

c) Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body (Public Hearing): 05/12/201

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	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/05/2021
FOR CITY COUNCIL MEETING OF 05/12/2021

ISSUE:

Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).
Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body (Public Hearing): 05/12/201

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
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/26/2021

ISSUE NO. 8d

Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body (Public Hearing): 05/12/201

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 05/03/2021 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		