City of Santa Fe

# AGENDA

**SPECIAL MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE**
**JUNE 28, 20215:00 PM**
**ATTEND VIRTUALLY**

## SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Public Works and Utilities Committee meeting will be conducted virtually.

Viewing: Members of the public 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.

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/99789795043?pwd=TE9YVzNNR25STWtUZXdQV1k1UXRyZz09
**Passcode: 819196**
Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 669 900 6833 - Webinar ID: 997 8979 5043 - Passcode: 819196**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.
**Public Comment:** To provide live public comment during the Public Comment section, 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/99789795043?pwd=TE9YVzNNR25STWtUZXdQV1k1UXRyZz09

**Passcode:974095**

City of Santa Fe

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
    a. Appproval of Minutes from the June 7, 2021 Public Works and Utilities Committee Meeting.
6. **PUBLIC COMMENT**
    a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1 :00 p.m. the day of the meeting for the meeting link and/or call in number
7. **PRESENTATION/INFORMATIONAL ITEMS**
    a. Wastewater Management Update. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)
8. **ACTION ITEMS: CONSENT**

a. Request Approval of Contract with the National Fitness Council, LP. in the Amount of $195,560.94 Including NMGRT to Purchase Equipment Exclusive Keith Haring Artwork Fitness Equipment and Request Approval of BAR in the Amount of $250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the Purchase and Installation of Fitness Equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

**Committee Review**:
Finance Committee: 06/21/2021
Public Works and Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

b. Request for the Approval of Amendment No. 3 to the PSA with Vladimir Jones in the Total Amount of $1,450,000 for Advertising Agency Services for Tourism Santa Fe for FY22. (Randy Randall, Tourism SF Director: rrandall@santafenm.gov, 505-966-6209)
**Committee Review:**
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

c. CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Mayor Webber)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Introduced: 5/12/21
Quality of Life Committee: 6/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (request to publish): 06/30/21
Economic Development Advisory Committee: 7/14/21
Governing Body (public hearing): 07/28/21

d. Request for Approval of a Memorandum of Understanding (MOU) Munis Contract #3202749 Between the City, NMDOT, NCRTD and Santa Fe MPO Detailing the Responsibilities of Each Agency to Satisfy the Federal Transit Authorities Funding Process. (Erick Aune, MPO Officer, ejaune@santafenm.gov 505-330-8483)

**Committee Review:**
Finance Committee: 06/21/2021
Public Works and Public Utilities Committee: 06/28/2021
Governing Body: 06/30/21

e. Request Approval of Amendment No. 1 to Service Contract 20-0233 with American Fire Protection Group, Inc.; Increasing the Existing Contract in the Amount of $63,274.06 Including NMGRT from $271,093.75 to $334,367.81 for Fire Monitoring, Inspections, Repair and Maintenance Services throughout City Facilities. (Caryn Grosse, Facilities Project Administrator, clgrosse@santafenm.gov, 955-5938)

**Committee Review:**
Finance Committee: 06/21/2021
Public Works and Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

f. Request for Approval of Amendment No. 4 to the Professional Service Agreement (PSA) with Certified Folder in the Amount of $50,000 for Distribution of the Official Santa Fe Visitor's Guide for FY22. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

**Committee Review**
Finance Committee: 06/21/2021
Public Works and Utilities: 06/28/2021
Governing Body: 06/30/2021

g. Request for Approval of Amendment #3 to PSA with Lou Hammond in the amount of $125,000 for Public Relations Services for Tourism Santa Fe for FY22 (Randy Randall, TOURISM SF Director, rrandall@santafenm.gov, 955-6209)

**Committee Review**
Finance Committee: 06/21/2021

Public Works and Utilities: 06/28/2021
Governing Body: 06/30/2021

h. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,000,000.00 from the 2018 Bond Premiums to be Used for the Santa Fe Train Depot Exterior Rehabilitation Project. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

**Committee Review:**
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

i. Request for Approval of Amendment No. 3 to the Collective Bargaining Agreement Between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505.955.6591)

**Committee Review**
Finance Committee: 06/21/2021
Public Works: 06/28/2021
Governing Body: 06/30/2021

j. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Romero-Wirth, Councilor Cassutt)
A Resolution Relating to Income Disparity and Inequity; Authorizing the Execution of a Memorandum of Understanding with Mayors for a Guaranteed Income and the Santa Fe Community College to Assist with Launching a Pilot Project to Support Young Parents Enrolled at the Santa Fe Community College, and to Build Support for a Guaranteed Income in the City of Santa Fe. (Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, 955-6678)

**Committee Review:**
Introduced: 06/09/21
Quality of Life Committee: 06/16/21 (discussed)
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

k. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Vigil Coppler, Councilor Romero-Wirth)
A Resolution Donating Property Identified as 635 Alto Street and Resources to a Developer Qualified as a "Grantee" Under the New Mexico Affordable Housing Act for Development of at Least Five (5) Low-Priced Dwelling Units. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

**Committee Review:**
Introduction: 06/09/21
Community Development Commission: 06/16/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

l. Request for Approval of Budget Adjustment Request (BAR) to Move Funds for the Solar and Streetlighting Contracts into Budget Fund 315 (CIP Resources). (Javier Rosado, Engineering Division Director: jhrosado@santafenm.gov, 955-6631 and Caryn Grosse, Facilities Project Administrator: clgrosse@santafenm.gov, 955-5938)

Committee Review:
Public Works & Utilities – 06/28/2021
Governing Body – 06/30/2021

m. Request for Approval of Collective Bargaining Agreement Between the City of Santa Fe and Santa Fe Firefighter Association Local 2059 for July 2021 Through July 2024. (Paul Babcock, Fire Chief; prbabcock@santafenm.gov, 955-3110 and Brian Moya, Assistant Fire Chief; bjmoya@santafenm.gov, 955-3111) **Committee Review:**
Finance Committee: 06/21/2021
Public Works Committee: 06/28/2021
Governing Body: 06/30/2021

n. Request for Approval of Budget Adjustment Resolution (BAR)in the Amount of $725,000.00 from the 2018 Bond Premiums to be Used for the Genoveva Chavez Leisure Pool, the Main Library Elevators and Tennis Court and

Pickle Ball Improvements at Select City Parks. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

**Committee Review:**
Public Works Committee: 06/28/2021
Governing Body: 06/30/2021

9. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2021-__.
A Resolution Approving the Vacation of Existing Portions of the Galisteo Road Rights-of-Way at Galisteo Road's Intersection with Zia Road, Contingent on the Planning Commission's Approval of the Vacation of Existing Rights-of-Way and the Dedication of New Galisteo Road Right-of-Way South of Galisteo Road's Intersection with Zia Road in a New Alignment, and New Galisteo Road Right-of-Way North of Galisteo Road's Intersection with Zia Road. (Lee Logston, Senior Land Use Planner: lrlogston@santafenm.gov, 955-6136)

**Committee Review:**
Public Works and Utilities Committee: 06/28/21
Quality of Life Committee: 07/07/21
Governing Body: 07/14/21

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: Monday, July 12, 2021**

14. **ADJOURN**

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

THE CITY OF
SANTA FE

# MEMORANDUM

**DATE:** June 21, 2021

**TO:** Public Utilities Committee

**FROM:** Michael Dozier, Wastewater Management Division Director

**Subject:** Wastewater Management Division (WWM) Informational Update

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**Wastewater Management Division**

The Wastewater Management Division (WWMD) is comprised of a diverse group of city employees. Wastewater is flushed or poured through drains, and delivered through an array of over 369 miles of sewer lines to the Paseo Real treatment facility. It is the primary mission and objective of the WWMD to ensure that all sanitary sewage produced within the City's service area is collected, conveyed and treated in compliance with local, state and federal regulations and guidelines, and to protect the public's environment health/safety, and welfare.

The WWMD Collections Section uses state of the art equipment to ensure all sewer lines are maintained and working properly to deliver wastewater to the treatment facility. Ron Lujan our new Collections Manager coordinates daily and future planning of the system. Vactor and Rodder units are utilized by Collections staff to clear stoppages, remove roots, and clean over flow areas. Camera crews, engineering, and GIS employees use GPS, data logging software, and video cameras to inspect, prioritize line replacement, and redesign when needed for the entire collection system. All of this equipment is utilized by staff, openings for all levels on the collection team are currently posted or processing interviews.

The wastewater flows will eventually reach the city's wastewater treatment facility built in 1962 and retro fitted throughout the years for treatment enhancements. In the past four years the city has injected over thirty million dollars in repairs, Capital Improvement Project (CIP), and enhancements to the treatment process. In addition to the sewer entering thru the collections system the treatment facility accepts septic haulers who use the treatment facilities dump station. All of the incoming wastewater is screened and grit is removed before primary settling. This area will be discussed further in the projects section as it is slated to be the next CIP.

The past year The Paseo Water Reclamation Facility has underwent a complete bacteriological dialysis. This process was deemed necessary by plant staff in early January 2020 after microscopic treatment examinations alerted to the presence of filamentous and aging bacteria. The process was over exerting oxygen molecules and creating un-settable sludge. Factors contributing to the growth of unwanted bacteria included overabundance of thickened sludge, low dissolved oxygen, temperature, and system malfunctions. Routine testing for solids content and Microscopic exams were conducted and reviewed by onsite lab technicians, private industry chemical providers, on call engineering firm, and state operations program contractors. A consensus was reached that filamentous and older sludge was predominate in each exam. This was the direct cause of ill performing settle ability tests and higher total suspended solids in facility effluent. The decision was made by management and facility staff to start the dialysis process. Completion of the process dialysis has shown improvement and stabilization of treatment.

The concept of removing all the bad bacteria and propagating new good bacteria is referred to in this information as, bacteriological dialysis. Much like humans receiving blood dialysis the treatment facility needed its bacteria housing sludge to be cleaned, removing the bad bacteria and building the good. When a treatment facility is undergoing bacteriological dialysis it must first focus on a goal. What bacteria are we expecting to remove and what bacteria should we see in our end result? The facility's goal was to propagate bacteria that would treat the raw wastewater for compliance and remove the majority of filamentous bacteria over growth. This process took months to accomplish each facet. In the world of wastewater each change made must be done meticulously and timely to not cause catastrophic results. As a result of the initial changes, water quality suffered but was not lost completely. Today the process is still undergoing removal of floating solids but should soon be rid of the problem for good. The hard work and experience operation staff provided has kept the facility in compliance consistently this year.

This past month a new Maintenance Superintendent, Benjamin Sandoval, joined the WWMD team. His maintenance background and displayed knowledge is being utilized to update and replace previous preventative maintenance programs. Currently he has been taking inventory of what the PRWRF has and what it needs for the proper repairs to all of the equipment at our facility. He is also working on fully staffing the maintenance department with two postings available now.

**Projects**

The digester project is nearing completion at the Paseo Real Water Reclamation Facility (PRWRF). Bradbury & Stamm will be going through its final checklist to assure everything has been completed. It has been difficult at times to see completion on the horizon, but it is finally in reach. The Co-generation units have been started and tested with a temporary load to assure that the generators are functioning properly. PNM is near the end of its process to approve the connection to the main grid. This would put a complete end to the entire project and create a huge deduction to our carbon footprint.

The Aeration Basin (AB) project will be installing new automated equipment that will improve facility treatment efficiencies, further reduce carbon footprints, and create cost-effectiveness in treating wastewater entering the facility. This equipment will allow the operations crew to fine tune the process with precision accuracy facilitating a meticulous control of treatment microorganisms. This in turn will improve effluent quality.

Contractor RMCI has completed all of the north AB improvements and have commenced working on the south AB last month. Damages to gate valves creating much of the last two years treatment problems have been repaired. RMCI is also working towards completion before the end of the calendar year.

In the near future the PRWRF will be searching for better technology for the facilities septic site that will prevent any harsh or undesirable loads from contaminating our Headworks facility. The Headworks facility is also requiring some much needed renovations. Over the past twenty years the facility has done its job. Now it is time for new technology and up to date monitoring of incoming product.

**Reuse**

Effluent reuse has been in full swing since mid-March of this year. Previous work on biological treatment, rehabilitation of the North AB, and diligent operators have produced clean effluent for distribution to everyone utilizing reuse water.

Last year the City installed a system of interconnections for the MRC and Las Campanas reuse delivery pipelines. These connections were set in place to provide more robust feed options. We are still working with our partners to complete a written agreement for use options such as Rio Grande water to the MRC from Las Campanas when PRWTF reuse water is unavailable. The interconnections can also provide two possible feed options for both customers so that MRC and Las Campanas can be fed with either of each other's pump systems.

The Las Campanas project Caja del Rio Bypass system was successfully utilized last month. MRC opened the valve that was tied into the Las Campanas non-potable reuse system interconnection while MRC's pumps were being serviced. This was a big win for non-potable city users helping to keep the Course open while repairing MRC's pump station that is located at the PRWRF.

**WWM Future Planning**

Over the past five years the PRWTF has worked on lowering effluent nutrient levels to adhere to more stringent requirements. The WWM, New Mexico Environment Department (NMED) and the Environmental Protection Agency (EPA) have come together to complete a Life Cycle Assessment (LCA) of nutrient removal technologies in wastewater treatment facilities. The idea

being that the LCA will help support a use attainability analysis to amend water quality standards for the Santa Fe River. The City's participation is directly related to possible disadvantageous cost, environmental, and local impacts for years into the future. EPA funding of the project to examine the environmental costs and benefits of various options for reducing nutrient pollution is a key factor in future expansion requirements at the PRWTF. The LCA will be utilized to see what the financial, carbon footprint, and property size could impact the city to meet future possible permit limits. Modeling from the LCA will affect the Master Plan for WWM. The Master Plan was paused this year to allow ERG to complete the assessment.

WWM is also in the process of renewing two permits. The National Pollutant Discharge Elimination Systems (NPDES) and the New Mexico Surface Water Discharge Permit (DP) 289 are both under review and will be issued in the next few months. Supplying information and responding to State and Federal agencies will continue until each permit is issued. Upon completion of the permits the facility will work to comply with all requirements.

**Safety**

Last month the Arc Flash study and system wide labeling was completed by Brady Co. WWM is now in process of locating information binders in each building so electricians, operators, and anyone entering the building has the information available. Employees have been training with Brady Co. from WWM on Arc Flash at city wide trainings being held in the past few months.

OSHA arrived last month for to conduct a surprise inspection. The findings were considered minor but have been addressed by staff immediately. Safety concerns at the PRWRF are a high priority. We are working on a messaging campaign to employees and some signage to promote voicing concerns to management for a quick response. It is difficult to address safety issues if they are not brought to someone with the ability to remediate the issue. WWM is also exploring strict housekeeping plans to create a better concept of ownership with all involved. WWM welcomes inspections to have the ability to adapt our process and help make a better environment for everyone.

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

n) Request approval of contract with the National Fitness Council, LP. in the amount of $195,560.94 including NMGRT to purchase equipment exclusive Keith Haring artwork fitness equipment and Request Approval of BAR in the amount of $250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the purchase and installation of fitness equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 505-955-6840)

| **Committee** | **Review**: |
|---|---|
| Finance Committee: | 06/21/2021 |
| Public Works and Utilities Committee: | 06/28/2021 |

Governing Body: 06/30/2021Request for the Approval of Fiscal Year 2022 Grant Contract in the Total Amount of $304,000 for the Foster Grandparent, Senior Companion, and Retired Senior Companion Volunteer Programs; State of New Mexico Aging and Long Term Services Department. (Anya Alarid, Volunteer Program Manager aalarid@santafenm.gov, 505-955-4744)

| **Committee** | **Review:** |
|---|---|
| Quality of Life Committee: | 06/16/2021 |
| Finance Committee: | 06/21/2021 |

Governing Body: 06/30/2021

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **May 10, 2021**

**TO:** **Public Works Committee, Finance Committee, and City Council**

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

**FROM:** **Melissa McDonald, Acting Parks Department Director** MAM

**ITEM AND ACTION:**
Approval of contract with the National Fitness Council, LP. in the amount of $195,560.94 including NMGRT to purchase equipment exclusive Keith Haring artwork fitness equipment, and approval of BAR in the amount of $250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the purchase and installation of fitness equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 505-955-6840)

**SUMMARY:**
Santa Fe Arts and Culture Department and the Parks and Recreation Department collaborated on an application to the National Fitness Campaign for the Fitness Court with exclusive Keith Haring artwork. The Fitness Court is integrated outdoor fitness equipment designed for adults of all ages and abilities, fully accessible and it is digitally activated with the free Court App. Santa Fe is one of ten cities selected to receive this one of a kind fitness equipment, and we are trying to be the first in the United States to purchase, and install the equipment.

Requesting approval to purchase distinctive exercise equipment to be installed at SWAN Park, a regional park with neighbors such as Tierra Contenta, Capitol High, the Southside Library, and lower Agua Fria. This colorful, inspiring, and high-impact equipment not only adds functional public art to SWAN Park, it also provides a time-tested, world-class fitness experience for the residents. Connected to a free app that guides participants through fun and appropriate workouts, the equipment encourages diverse populations to get fit and stay healthy. The SWAN site selected for the equipment will reduce turf maintenance issues and water-consumptive spray irrigation in an odd-shaped section of the park.

The impact fees were approved for the project by CIAC and will pay for all site preparation and installation costs including laying a slab for the equipment. If approved, installation could be scheduled for July 2021.

**PROCUREMENT METHOD:**
The procurement method is Sole Source, approved by Purchasing on May 6, 2021. This contract will expire in one year from execution of contract.

**CONTRACT NUMBER:**
The FY21 Munis contract number is 3202660

**BUDGET:**
FY21 BAR from Neighborhood Parks Impact fee to Parks CIP Construction
Project String: PRKSREC
Munis Org Name/Number: 3559980

Munis Object Name/Number: 572970
**SCHEDULE:**
Public Works committee: 05/24/2021
Finance Committee: 06/01/2021
City Council: 06/09/2021

**ATTACHMENTS**:
NFC Contract
NFC Proposal
BAR
Location Map
Sole Source Packet and Approval
City of Santa Fe Business License
Summary of Contract
Procurement Checklist

Item#_____
Munis Contract# 3202660

City of Santa Fe Contract
For Goods

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the"City" , and National Fitness Campaign, LP. herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

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

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

C. "You" and "your"refers to National Fitness Campaign, LP. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Produce and deliver fitness court including installation kit with all art production, and art license to the City of Santa Fe as shown on attached Exhibit "A".

3. **Compensation**

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

| Deliverable item: | U/I (unit of issue) | Price |
|---|---|---|
| 01 Fitness Court and National Campaign Resources Installation Kit With Public Art License and Art Production | | $178,500.00 |
| 02 Freight, Packing and Insurance for Shipment | | $2,000.00 |
| 03 NMGRT on 01 Fitness Court Package | | $15,060.94 |

The total compensation under this Agreement shall not exceed $195,560.94 including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 06-30-2022. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City 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 sub-

contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The 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 City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

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

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **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.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Curt E. Temple, Facilities Project Administrator
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87505
cetemple@santafenm.gov
(505) 795-2439

To the Contractor:

Trent Matthias, Director
National Fitness Campaign
P.O. Box 2367
San Francisco, CA 94126
trent@nfchq.com
(540) 521-5842

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
JAREL LAPAN HILL,
CITY MANAGER

DATE:_____

CONTRACTOR:
National Fitness Campaign

See Next Page
TRENT MATTHIAS,
DIRECTOR

DATE:_____

CRS# 03456298001

Registration # 21-229740

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 29, 2021 15:39 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Org/Obj# 3559980.572970

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
JAREL LAPAN HILL,
CITY MANAGER

DATE:_____

CONTRACTOR:

_____
TRENT MATTHIAS,
DIRECTOR

DATE: 5.4.21

CRS# 03456298001

Registration # 21-229740

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Org/Obj# 3559980.572970 AJH

EXHIBIT “A”

# QUOTE

Melissa McDonald
PO Box 909
SANTA FE NEW MEXICO 87504

**Date**
Mar 25, 2021

**Expiry**
Jul 1, 2021

**Quote Number**
QU-0558

National Fitness Campaign LLC
For all questions regarding this quote, contact: info@nfchq.com

| Description | Quantity | Unit Price | Tax | Amount USD |
|---|---|---|---|---|
| Fitness Court and National Campaign Resources - Includes Official Installation Kit<br><br>Keith Haring Fitness Court License<br>-5 Year Official Public Art License<br>-Original Keith Haring Art Production 400 sq ft<br>-Customization for Integration of Local Partner | 1.00 | 178,500.00 | 8.4375% | 178,500.00 |
| Freight, Packing and Insurance for shipment | 1.00 | 2,000.00 | Tax Exempt | 2,000.00 |
| | | | Subtotal | 180,500.00 |
| | | TOTAL SANTA FE NEW MEXICO 8.4375% | | 15,060.94 |
| | | | **TOTAL USD** | **195,560.94** |

**Terms**

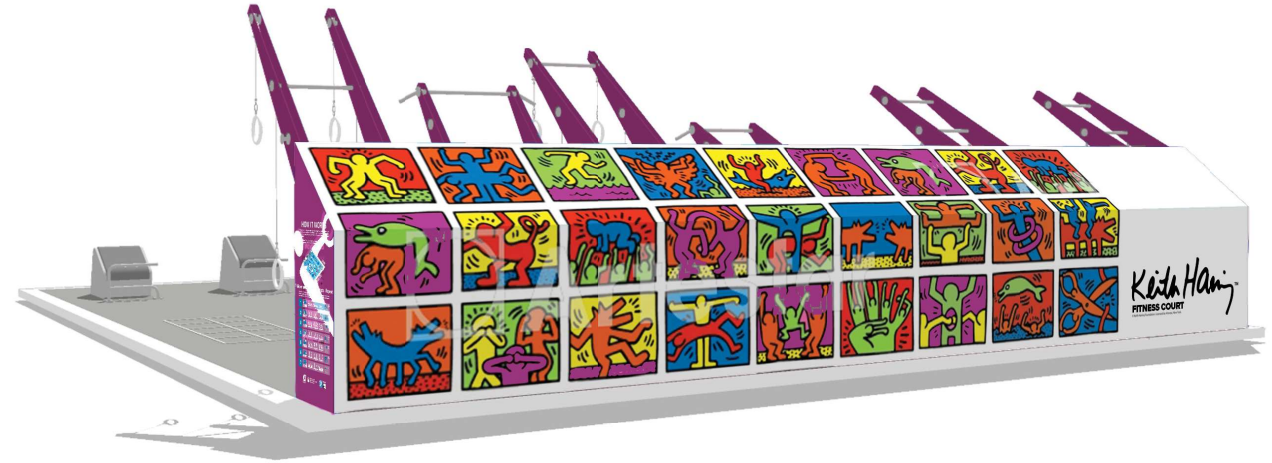
1. PAYMENT TERMS
Purchaser will pay Seller 100% of the Purchase Price within 30 days of the Delivery Date. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties.
2. TAX EXEMPTION

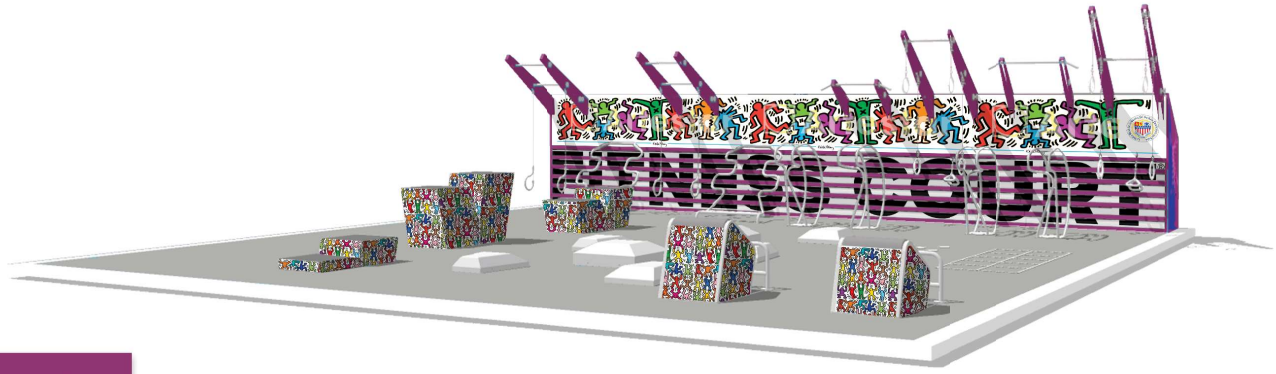
This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.

# SANTA FE, NM - KEITH HARING FITNESS COURT

NATIONAL FITNESS CAMPAIGN DESIGN SERVICES

**RAL** 4006 Traffic Purple




NATIONAL FITNESS CAMPAIGN

NATIONALFITNESSCAMPAIGN.COM
(415) 702-4919 | BRIANNAHM@NFCHQ.COM

# Santa Fe, NM

03/04/2021

# Santa Fe, NM

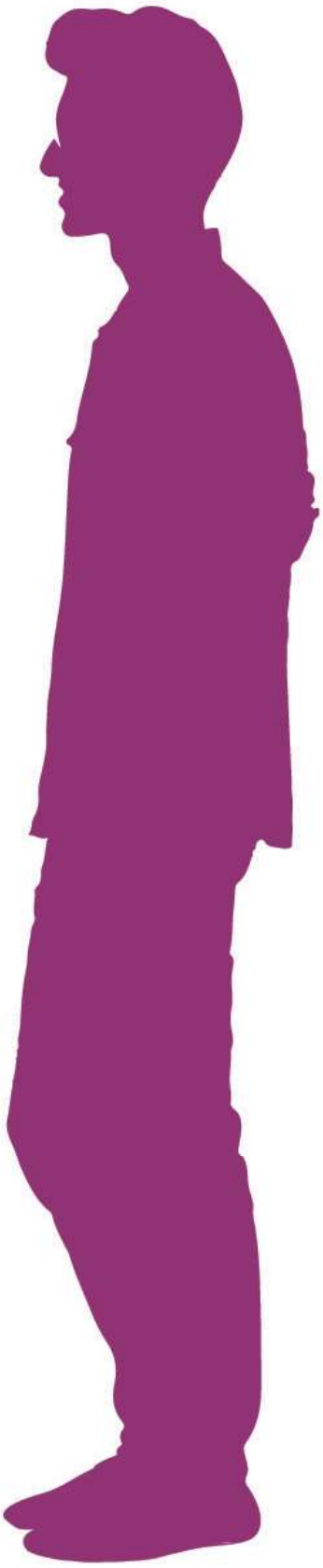
03/04/2021

## FRONT AND SIDE DETAILS

# Santa Fe, NM

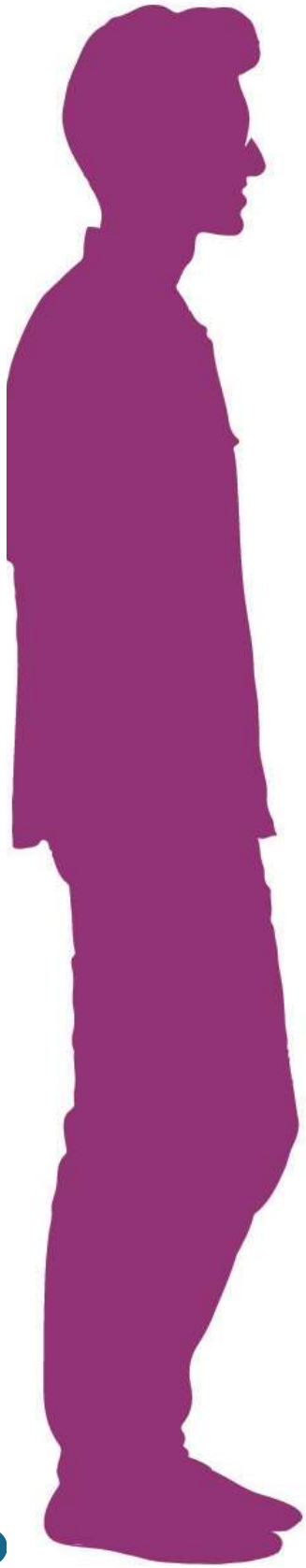
03/04/2021

## LEFT SIDE WALL



## Santa Fe, NM
03/04/2021

RIGHT SIDE WALL



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

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works/Parks and Trails Division | 4/19/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP Construction | 3559980 | 572970 | PRKSREC | 250,000.00 | |
| | | | | | |
| Neighborhood Parks Impact Fees transfer to PRKSRE | 2324150 | 760355 | | 250,000.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| transfer from capital impact fees to PRKSREC | 3559980 | 660232 | | (250,000.00) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | 0 | |

**JUSTIFICATION:** *(use additional page if needed)*
*–Attach supporting documentation/memo*

To reallocate capital impact fees to WIP construction for fitness equipment as approved at CIAC 1/26/21.

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/ (Decrease) |
|---|---|
| 232 | (250,000) |
| | |
| | |
| **TOTAL:** | **0** |

De Alva Calabaza 4/15/21
Prepared By *{print name}* Date

Melissa A. McDonald
Melissa A. McDonald (Apr 19, 202109:49 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler (Apr 19, 2021 11:00 MDT)
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 19, 2021 15:49 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

**THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE**
**TUESDAY, JANUARY 26, 2021, 1:30 PM**
**ATTENDED VIRTUALLY**

## 1. CALL TO ORDER

The meeting of the Capital Improvements Advisory Committee, attended virtually, was called to order by Chair John Hiatt at 1:30 pm, Tuesday, January 26, 2021.

### ROLL CALL

**MEMBERS PRESENT**
John B. Hiatt, Chair
Brian Lewis
Issac Pino
Kim Shanahan
Marshall Thompson
(3 vacancies)

**MEMBERS ABSENT**

**OTHERS PRESENT**
Noah Berke, Land Use Department
Carlos Gemora, Land Use Department
Melessia McDonald, Public Works Department/Parks Department
Sally Perez, Assistant City Attorney
Regina Wheeler, Director, Public Works Department
Romella Glorioso-Moss, Public Works Department
John Munoz, City of Santa Fe
Pauline Kamiyama, Director, Arts and Culture Department
Elizabeth Martin, Stenographer

## 2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

## 3. APPROVAL OF AGENDA

**MOTION** A motion was made by Mr. Lewis, seconded by Mr. Shanahan, to approve

the agenda as presented.

**VOTE** The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

**4. APPROVAL OF MINUTES NOVEMBER 17, 2020**

**MOTION** A motion was made by Mr. Pino, seconded by Mr. Lewis, to approve the minutes of November 17, 2020 as presented.

**VOTE** The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

**5. ACTION ITEMS**

**A. REQUEST APPROVAL OF UP TO $250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).**

Ms. McDonald reviewed the packet information.

**MOTION** A motion was made by Mr. Marshall, seconded by Mr. Lewis, to approve the request.

**VOTE** The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

**B. REQUEST APPROVAL FOR THE USE OF UP TO $750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.**

Ms. Wheeler stated that as described in the packet, this intersection is near the new County Courthouse. This request adds pedestrian facilities.

Mr. Pino asked if it will effect the City offices and the VFW.

Ms. Wheeler said no, a right of way acquisition is required.

**MOTION** A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to

approve the request.

**VOTE** The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

**C. REQUEST APPROVAL FOR UP TO $54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.**

Ms. Wheeler clarified that the $54,000 would be used as matching funds for funding received from NMDOT.

**MOTION** A motion was made by Mr. Pino, seconded by Mr. Marshall, to approve the request.

**VOTE** The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

**D. REQUEST APPROVAL FOR UP TO $546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO $500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO $336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO $200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.**

Ms. Wheeler said this intersection is in need of improvements for traffic flow and safety. We have negotiated with the developer and they will install the improvements.

Mr. Gemora said CIAC already approved $500,000. The cost is a bit more now and we are asking for $536,814 rather than the original $500,000. The number is incorrect on the agenda. The correct number if $536,814.

**MOTION** A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to approve the request.

**DISCUSSION** Mr. Shanahan asked about the waiver of fees as part of the

agreement.

Ms. Paez said it is a credit. We have the draft impact fee agreement in the packet. It requires Council approval.

Mr. Shanahan said this has been done before in the Las Soleras project.

Ms. Paez explained that this is not as complicated as Las Soleras was. We have the development plan and know the assessments. We think we have adequate protection in the project.

Mr. Berke said this development is outside of the Las Soleras area. They will be credited the amount of the engineer's estimate.

Mr. Shanahan said he wanted to make sure we all know to keep an eye on this. In the past we got a spreadsheet with addresses, owners names and the amount of impact fees paid. He would like to see that again.

Chair Hiatt asked Mr. Gemora and Mr. Berke to look into if that spreadsheet could be reinstated. It is not on the agenda to explore.

**VOTE** The motion passed by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

**E. REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF $500,000 TO A MAXIMUM ESTIMATED COST OF $1,000,000.**

Mr. Gemora said we have a memo in the packet regarding the additional funds. The maximum allowed in the plan not is $500,000. They are looking at around $850,000. We are asking to go back and amend the amount to $1 million as the maximum eligible expense. Item F requests the $850,000.

Ms. Wheeler explained that the memo in the packet talks about a roundabout. That was selected as the best and safest approach to go with.

**MOTION** A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approve the request.

**VOTE** The motion passed unanimously by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

### F. REQUEST APPROVAL OF UP TO $850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.

Mr. Gemora said the estimate is $842,000. We are asking for up to $850,000 to be allocated and used as the maximum expenditure in the IFCIP.

**MOTION** A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approved the request.

**VOTE** The motion passed by roll call vote as follows;

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

## 6. STAFF COMMUNICATIONS

### A. UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027

Mr. Gemora announced that the Governing Body had approved the IFCIP for 2021-2027. He has sent the final approved Plan to the Committee. It is required by the State to pass another Plan in five years to review and make sure we are on track.

Chair Hiatt thanked Mr. Gemora for all his work.

Mr. Shanahan stated the Council votes on a Bond every two years. Going forward when will the Council consider a Bond request and for how much.

Mr. Berke said that is unrelated to this issue. We will be discussing that issue when we move to Matters From The Floor.

Chair Hiatt thanked Mr. Berke.

### B. FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.

Mr. Gemora reported that he did receive the Q1 data for FY 20-21 from the Finance Department. It sounded like it may be difficult to get continued information from them. They are quite constrained. We may have to use other avenues to get the information we need.

Chair Hiatt said we have the 3% administration fee fund. Would that be helpful

in your efforts to get the information.

Mr. Gemora said Director Issacson has a plan to use that in the next fiscal year.

Mr. Shanahan said this is outrageous. Supposedly we are better at this stuff than we were four years ago. The thought that they cannot produce quarterly collections is truly insane.

Chair Hiatt stated that he agreed that it is outrageous. He is concerned as well. You are not sure Eli is going to authorize the spending of the administrative funds to help staff get what we need.

Mr. Marshall agreed.

Mr. Shanahan said it may not be an issue of money.

Chair Hiatt said the Committee could do a letter to Eli. Carlos could work on it with the Chair.

Mr. Gemora said he did not want to speculate.

Mr. Berke informed the Committee that Carlos is working extensively on this. He will put it in writing and give it to those making the decision.

Chair Hiatt said we will take that under advisement.

Mr. Pino said having fired two Finance Directors during his time he is wondering why we are having such a difficult time with Finance that is causing everyone to have to work around them. It is time to deal with the problem.

Mr. Lewis commented that this is very frustrating.

Chair Hiatt asked Mr. Gemora to call him to discuss this issue.

Mr. Gemora stated that there are is a massive amount of vacancies in Finance. They are trying to keep their head above water. It is a lot to think about. Your concern is well noted. He asks that you be sensitive to the concerns with the City.

## 7. MATTERS FROM THE FLOOR

Ms. Wheeler said Tierra Contenta Phase 3 and the road have been discussed. It is her understanding that they will not be considered this year. The GRT is 20% less than past years. We have two large outstanding requests. That and affordable housing.

Chair Hiatt said he is Chair of the Housing Trust. We have engaged Jennifer Jenkins to move forward with an amendment regarding Tierra Contenta. We want to renew our request to you to keep us included. We are thinking about different ways of funding. It is not over.

Mr. Shanahan asked is there to be no vote in Council on a Bond for 2022.

Ms. Wheeler responded we were confident that there would be a Bond and now we are not confident. We will watch GRT for a time. We will not make this fiscal year for a Bond.

Mr. Shanahan said the Santa Fe Housing Coalition is meeting to decide if they want to go all in with a GO Bond to be voted on. In November there is a Municipal election. That is why he is asking.

Ms. Wheeler said a GRT Bond is easier and more likely than a GO Bond. They should probably think about a later GRT Bond. A GO Bond is an increase in taxes. That is not palatable to residents.

Mr. Shanahan said he is talking specifically about the Housing Trust.

Ms. Wheeler said there was talk about a $20 million GRT bond with affordable housing, the road, Tierra Contenta and other items. Something we could look at is a smaller Bond for affordable housing.

Chair Hiatt said a GO Bond is not likely.

Ms. Wheeler said it is not as palatable in an election year. GRT is a lot easier.

Chair Hiatt stated that he is anxious to hear continued reports on this.

## 8. MATTERS FROM THE COMMISSION

### MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS

Chair Hiatt said he is leaving.

Mr. Gemora said his assumption was that this is the Chair's last meeting. The City will have to appoint an entire Committee.

Ms. Paez said the Chair can serve until his replacement is appointed.

Chair Hiatt said he would do that.

Mr. Shanahan said it is the Mayor and two City Councilors who need to do something. "Chair would you ask them to get off their ass and get it done."

Mr. Gemora said Ms. Alt has resigned so it is Mayor Webber, Councilor Lindell, Councilor Villarreal and Councilor Abeyta who need to make appointments.

Chair Hiatt will make those calls.

Mr. Gemora said four are returning though the reappointment process. With the Chair leaving that opens up the Councilor Garcia position.

Mr. Berke said it is a Councilor Cassutt-Sanchez or Councilor Vigil Coppler appointment.

There was a discussion about appointments and requirements.

**ELECTION OF AN INTERIM CHAIR AND VICE CHAIR**

Chair Hiatt suggested that this item be postponed to the next meeting.

Mr. Shanahan stated that if any members have suggestions as to new members pass them on to the Chair.

**9. ADJOURN**

There being no further business before the Committee the meeting adjourned at 2:55 pm.

_____
John B. Hiatt, Chair

_____
Elizabeth Martin, Stenographer

# BAR fitness equipment CIAC 012621 three

Final Audit Report 2021-04-19

| | |
|---|---|
| Created: | 2021-04-19 |
| By: | DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us) |
| Status: | Canceled / Declined |
| Transaction ID: | CBJCHBCAABAA3mf7lateni2bMlfzjxcgCtwTS_Dvgzy2 |

## "BAR fitness equipment CIAC 012621 three" History

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Exhibit C: Location

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **March 22, 2021**

**TO:** **Frances Dunaway, Chief Procurement Officer**

**FROM:** **Melissa McDonald, Parks Division Director** MM

**SUBJECT:** **Sole Source Procurement Request**

---

**ITEM AND ISSUE:**

The Parks Division respectfully requests sole source procurement to be approved by the City's CPO, Frances Dunaway. The purchase is between National Fitness Council and the City of Santa Fe Parks Division for the purchase of unique, one of a kind art design fitness equipment to be placed in SWAN Park. This purchase conforms to the Art in Public Places (AIPP) requirement dictated by City ordinance.

The City of Santa Fe follows the New Mexico State Procurement code.

**SUMMARY:**

This purchase meets NM Statute§ 13-1-126 (2016) Sole Source Procurement.

A. A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office determines, in writing, that:
(1) There is only one source for the required service, construction or item of tangible personal property;

(2) The service, construction or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and

(3) Other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract.

**Proposed Contract Purchase Amount: $180,500.00** **Term: 1 year from execution of contract**

---

**ACTION REQUESTED:**

Exemption Approved

Fran Dunaway

Fran Dunaway (Apr 6, 2021 [illegible]:57 MDT)

Frances Dunaway, Chief Procurement Officer

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).**

*Please ensure to complete this form in its entirety - (*) must be completed.*

***Date** 03/03/2021

***Prepared By** Melissa McDonald ***Title** Acting Parks Director

***Vendor Name** National Fitness Campaign LP

***Address:** PO Box 2367

***City:** San Francisco ***State:** CA ***Zip Code:** 94126

***Description of Goods/Service to be procured:**

***Estimated Cost:** $180,500.00

**Term of Contract:** (One (1) year from award) 1 year from approval

***Sole Source Request Justification Questions 1-3.**

**1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

Purchase is needed to increase the Wellness, Healthy Infrastructure, and Public Art availability to Santa Fe citizens on the South side, with providing cutting edge fitness options at SWAN Park, along with a visually appealing work of art. This purchase will increase the quality of life for residents using SWAN Park.

In 2021, ten cities in ten states were selected to curate one-of-a-kind Keith Haring Fitness Courts in public spaces, uniting the power of art and fitness outdoors. Each Keith Haring Fitness Court is a precision crafted work of art, fully functional. Once a design is selected, it is reserved and produced as a one of one work of public art.

A Comprehensive Wellness Program
The Campaign is a collection of resources and services designed to activate, encourage and support participation in outdoor fitness activities. The campaign is separated into two stages: Healthy Infrastructure & Campaign Services. All Cities awarded in the program receive all products, tools and services.

21st Century Healthy Infrastructure
National Fitness Campaigns Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!

Keith Haring Fitness Court Collection Public Art
Limited Edition, Interactive, Outdoor Public Art
As the Outdoor Fitness Court network grows across America, NFC is pleased to present the 2021 Fitness Court Signature Series featuring Keith Haring. This one-time only, exclusive curated collection developed in collaboration with the Keith Haring Foundation in New York will unite art and fitness in iconic public spaces across America.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

[X] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[ ] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.**

National Fitness Campaign LP is a unique consulting firm that forms partnerships with public and private organizations to impact quality of life through changing the built environment and community wellness practices. NFC's 2021 Keith Haring initiative provides design and planning services, an outdoor infrastructure product with integrated public art license, and recreational programming tools to ten unique cities nationwide who have applied to become partners and have been selected for participation. This particular campaign program is invitation only, and Limited to leading cities in America.
This program is highly specialized, and NFC is the only organization in the world that delivers these elements as part of an integrated program. For the reasons listed below, this program is approved for sole sourcing across the United States.
Unique services and products include, but are not limited to: Licensed Keith Haring Artwork, the trademark ownership of the Fitness Court® system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding. Additional details, including a specification of this program, as well as examples of the consulting services and tools are included in an appendix to this letter.

3. **Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

This is a very specific exercise campaign by producing licensed artwork on the equipment that is only licensed by the National Fitness Campaign, LP. Only certain Cities in America will qualify for the exercise equipment produced by NFC. The exercise equipment is a proprietary product produced and licensed only by NFC, and not available from any other vendor due to the specific design of the equipment including the licensing of the artwork included with the design. This equipment will be installed at SWAN Park. We have looked on the internet for vendors of the same type of fitness stations that combine fitness, and visual art. To date there are no other vendors to obtain quotes from, for this type of project.

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway
Fran Dunaway (Apr 6, 2021 09:57 MDT)

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

**Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received.** ***This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway
Fran Dunaway (May 6, 2021 15:07 MDT)

May 6, 2021

**Fran Dunaway, CPO** **Date**
**Purchasing Officer for the**
**City of Santa Fe**

****Required Attachments:***

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
****Quote from sole source Contractor***
****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

February 23rd, 2021

***Keith Haring Campaign: Sole Source Letter- City of Santa Fe, New Mexico***

Dear Frances A. Dunaway, CPO

National Fitness Campaign LP is a unique consulting firm that forms partnerships with public and private organizations to impact quality of life through changing the built environment and community wellness practices. NFC's 2021 Keith Haring initiative provides design and planning services, an outdoor infrastructure product with integrated public art license, and recreational programming tools to ten unique cities nationwide who have applied to become partners and have been selected for participation. This particular campaign program is invitation only, and limited to leading cities in America.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements as part of an integrated program. For the reasons listed below, this program is approved for sole sourcing across the United States. Unique services and products include, but are not limited to: Licensed Keith Haring Artwork, the trademark ownership of the Fitness Court® system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding. Additional details, including a specification of this program, as well as examples of the consulting services and tools are included in an appendix to this letter.

1. ***Professional Planning and Design Services***

    a. *City-wide feasibility study*
        i. *Pedestrian infrastructure usage data analysis*
        ii. *Socio-economic analysis*
        iii. *Park and Trail network analysis*
        iv. *Synthesis mapping and workshop to confirm site feasibility*
    b. *Site Design Consulting*
        i. *NFC Professional Staff aids in site specific design*
            1. *Schematic Plans*
    c. *Construction Management Consulting*
        i. *NFC Staff aids in completion of successful project construction and installation*
            1. *Selection of appropriate vendors*
            2. *Assistance for local installation teams*

2. ***Infrastructure Product: Keith Haring Fitness Court®***

   a. The Fitness Court® is trademarked and owned by National Fitness Campaign LP.
   b. *See Appendix for Trademark Documents from the United States Patent and Trademark Office*
   c. The Fitness Court® is a comprehensive outdoor circuit training system that supports 28 simultaneous users on 30 integrated bodyweight training components. The Fitness Court® provides seven-movement training modules for adults of every age and fitness level. The system is integrated with a sports floor to simulate the indoor gym experience. A 32 'x 6' x 2' steel bodyweight training wall provides users with thousands of exercise combinations.
   d. A digital engagement wall is provided to build and track usage.

   **e. Keith Haring Art License**

      i. The Keith Haring Art license provides a one-of-a-kind mural and integrated art installation as part of the Fitness Court. Only ten licenses are available in America. Each piece is a one of one limited edition, and will only be produced one time, ever. The Keith Haring Fitness Courts® are only available in 2021.
      ii. This program is approved by the Keith Haring Foundation and licensing partner Artestar, a global licensing agency and creative consultancy representing high-profile artists, photographers, designers and creatives.
      iii. The licensed art integrated in this program alone does not exist through any other organization. It is integrated into the Fitness Court®, the infrastructure product trademarked and only available through National Fitness Campaign's partner program, further differentiating this unique offering, which is unavailable from any other organization in the world.
      iv. See appendix for Keith Haring Collection and executive summary.

***3. National Campaign Resources***

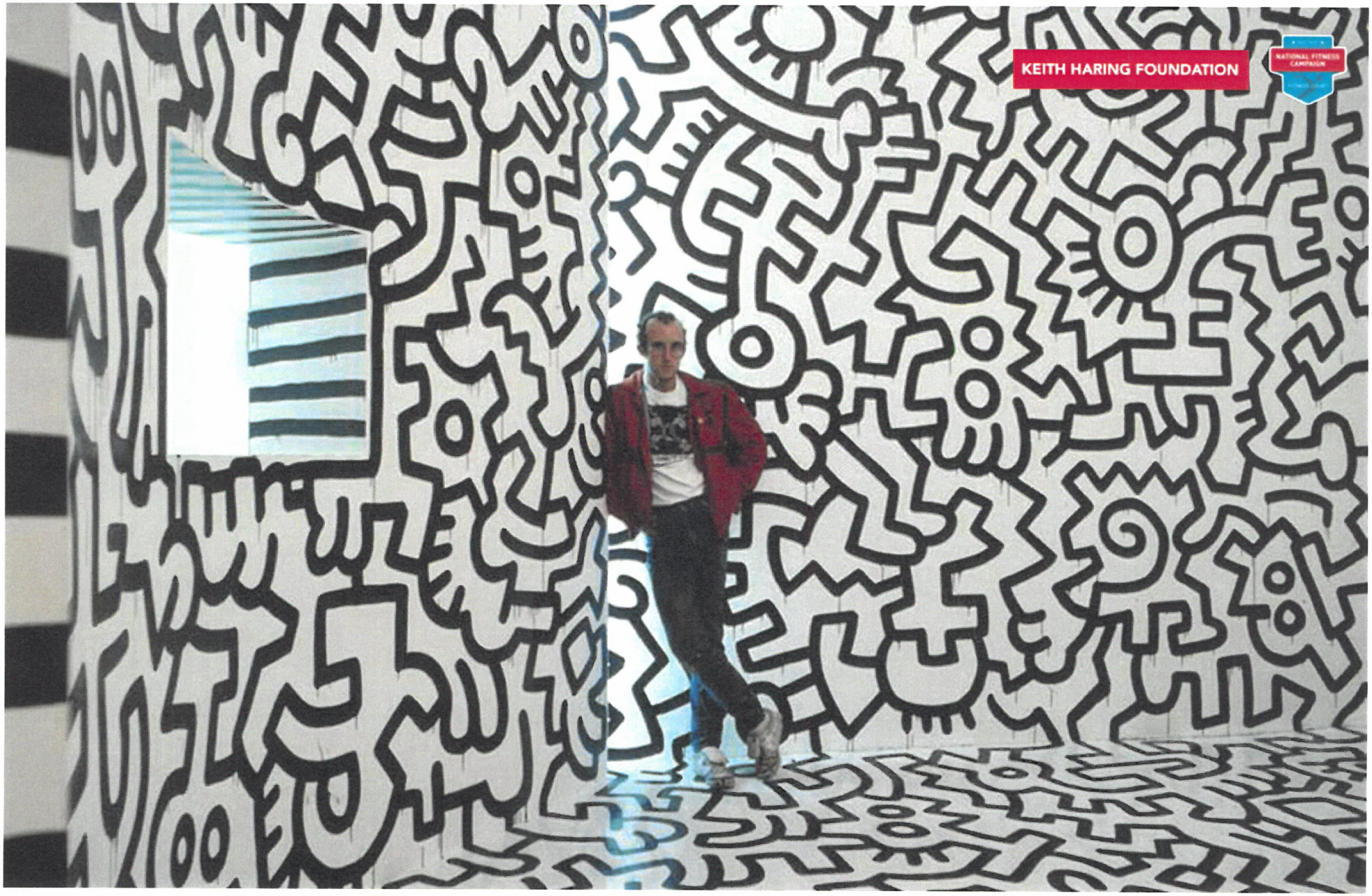
   a. The National Campaign Resources includes a suite of tools, programs and initiatives that assist cities and schools in activating and programming the infrastructure product. *(See specifications document for more information)*

i. Fitness Court® Mobile App and Digital Training System
ii. American Council on Exercise Certified Ambassador Training Program
iii. Launch Announcement Kit and Press Services
iv. Fitness Season Annual Programming
v. Annual usage demographics and analysis reports

No other vendor, distributor or organization makes these materials available for procurement by cities and schools. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP




FITNESS COURT
Signature Series
FEATURING

Keith Haring™

FITNESS COURT Signature Series

## *Keith Haring Fitness Court® Collection*

Limited Edition, Interactive, Outdoor Public Art

As the Outdoor Fitness Court® network grows across America, NFC is pleased to present the 2021 Fitness Court® Signature Series featuring Keith Haring. This one-time only, exclusive curated collection developed in collaboration with the Keith Haring Foundation in New York will unite art and fitness in iconic public spaces across America. One hundred cities of all sizes that demonstrate a commitment to both arts and wellness infrastructure have been selected to learn about this unique program. Ten cities who succeed in qualifying and applying for the program will be selected nationwide to curate this collection, with one license available per state.

*Participation in NFC's Signature Series is by Invite Only.*

INVITE ONLY EXCLUSIVE

**2021 SIGNATURE SERIES**

KEITH HARING FITNESS COURTS®

FITNESS COURT
Signature Series

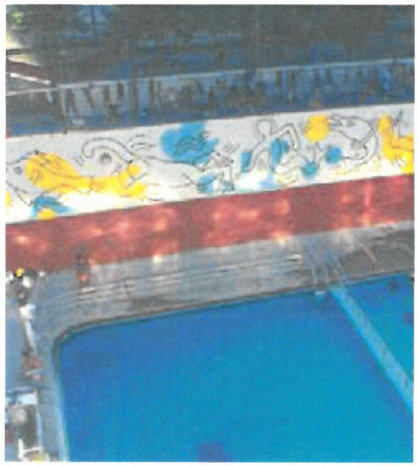
# ARTIST PROFILE

Keith Haring

## KEITH HARING

(May 4, 1958 – February 16, 1990)

Keith Haring was an American artist whose pop art and graffiti-like work grew out of the New York City street culture of the 1980s. After public recognition he created larger scale works, such as colorful murals, many of them commissioned. His imagery has "become a widely recognized visual language"



NFC : WHO, WHAT, WHY

# CAMPAIGN MISSION

## THE PROBLEM

Preventable diseases like obesity continues to rise across America. The built environment can increase longevity.

## OUR MISSION

**Design healthy infrastructure for cities to improve the quality of life for people.**

## WHO WE ARE

National Fitness Campaign is a San Francisco based social enterprise and consulting firm.

## WHAT WE DO

NFC partners with cities, schools and state agencies who make health a priority to plan, build, fund and activate healthy infrastructure.

## CAMPAIGN STORY

›1979 ›1980 ›2012 ›2018 ›2022

### 1979
**The Beginning**

The Fitness Court® was invented by NFC founder Mitch Menaged in San Francisco, with the simple goal of bringing people outdoors to stay fit! With the support of Wells Fargo Bank, the Campaign was launched at Stanford University, and in San Francisco. It then grew across California and the western United States.

### 1980-2000
**The Campaign Emerges**

Between 1980 and 1990, National Fitness Campaign grew to over 4,000 communities. Partnerships were formed with more than 100 corporate sponsors and the program raised over $100 million dollars in the US, Canada and Australia. This was the largest ever public-private partnership in support of physical fitness.

**10,000**
FITNESS COURTS
IN 3 COUNTRIES

### 2012
**A New Campaign & World Class Team**

Alarmed by obesity rates of 40% among American adults, NFC Founder Mitch Menaged returned and assembled a world-class team to reinvent NFC for the 21st century, using San Francisco as a laboratory to build the world's best outdoor gym. The Fitness Court® was reborn and integrated with a digital ecosystem to support healthy living.

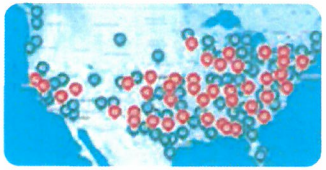
FITNESS COURT® DESIGN TEAM

### 2018 & PRESENT
**New Campaign**

The Campaign launches in over 100 cities, and once again at Stanford University. NFC begins forming partnerships with sponsors, cities and colleges, building its 21st century network.

### 2022
**Scaling Across America**

By 2022, the campaign will be improving the quality of life in over 1,000 cities and schools across the county.



NFC : COMPREHENSIVE PROGRAM

# CAMPAIGN SUMMARY

## A Comprehensive Wellness Program

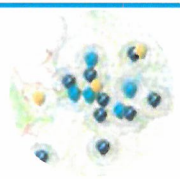
The Campaign is a collection of resources and services designed to activate, encourage and support participation in outdoor fitness activities. Our campaign is separated into two stages: Healthy Infrastructure & Campaign Services. All Cities and schools awarded in the program receive all products, tools and services described on this page and detailed in this executive summary document.

## CAMPAIGN OVERVIEW

**FITNESS COURT**

**21st Century Healthy Infrastructure**

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



**Strategic Planning Studies**

Strategic Planning & Feasibility Study, Site Design Consulting

**Campaign Funding Support**

Sponsor Strategy, Best Practices, National Installation Team Support

**Fitness Court App**

Free digital App Delivering Programing, Workouts & Content

**Ambassador Training**

NFC Fitness Court Ambassador Training ACE Certified *(America Council of Exercise)*

**Launch & Public Relations**

Featured Stories Highlighted through Press and Local Media

FITNESS SEASON 2020

**2020 Fitness Season**

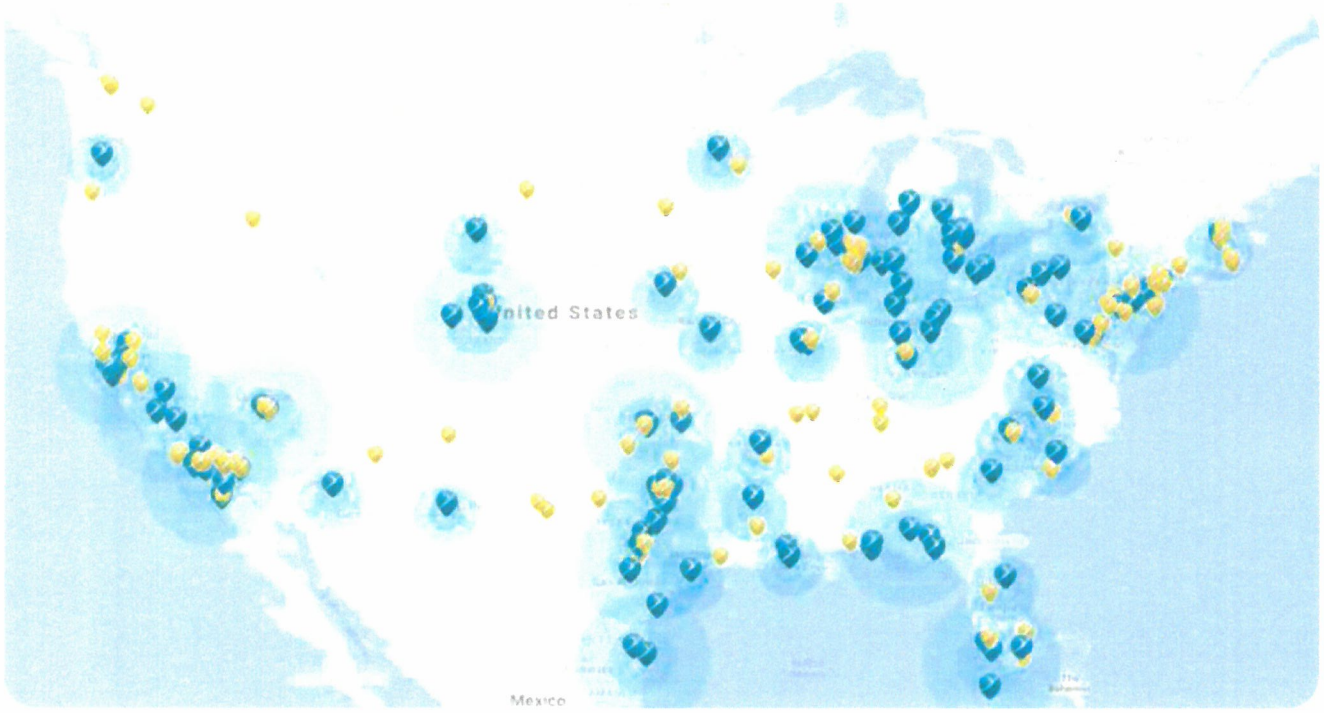
Spring/Summer/Fall national & local training, classes & challenges series

NFC : COMPREHENSIVE PROGRAM

# CAMPAIGN NETWORK

## Join Over 500 Partners & Sponsors Nationwide

The new campaign is now operating in over 100 cities and colleges across the Nation. By the end of 2020, the program will be thriving in over 200 communities across 40 states. The Campaign's unique funding model brings partnerships and funding to cities and schools of all sizes.



MICHELIN · the Y · uchealth · SSMHealth · Cleveland Clinic · BU · BR · KAISER PERMANENTE · FRESNO STATE · AVON

**500+**

**PARTNERS & SPONSORS NATIONWIDE**

WORLD CLASS MATERIALS & SYSTEMS

# FITNESS COURT MATERIALS

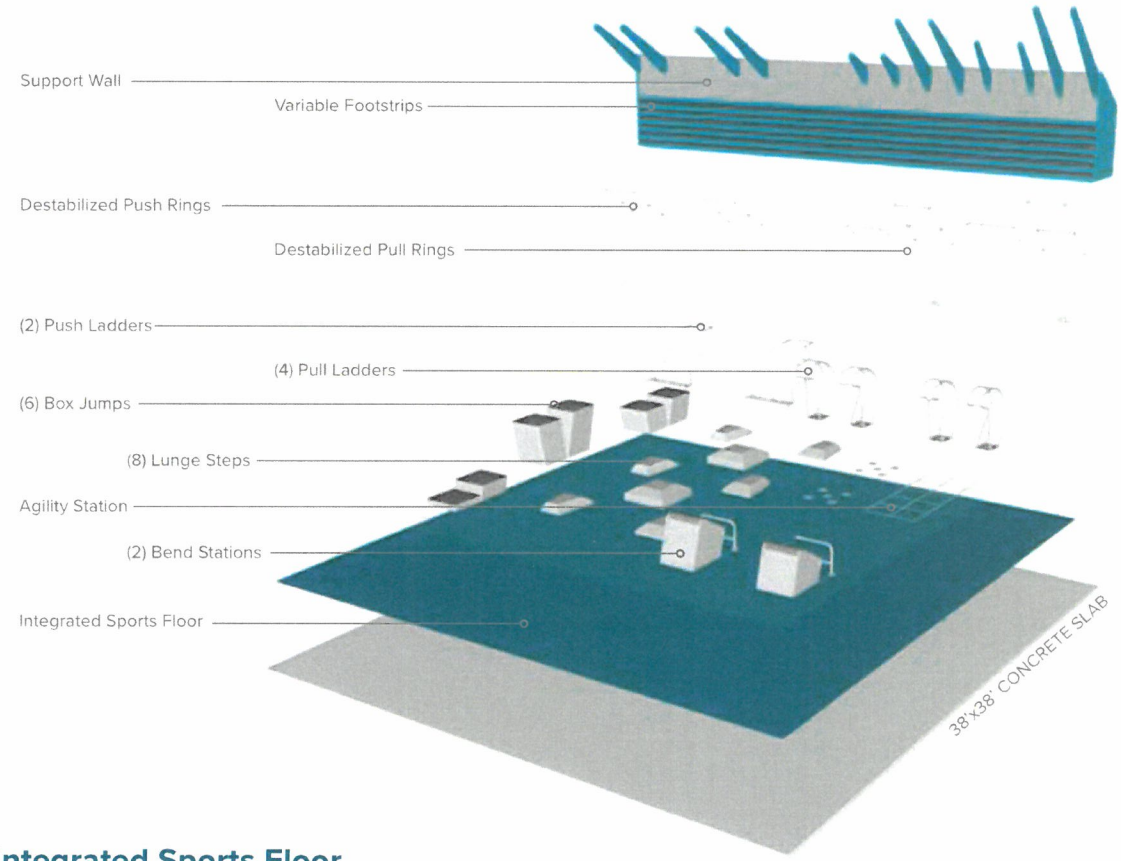
## Made & Manufactured in the USA

Designed by NFC in California.

**High Quality**
Dual-layer powder-coating carbon steel

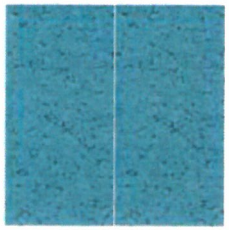
**Durable Materials**
Tamper-resistant, galvanized & stainless steel bolts and fittings.

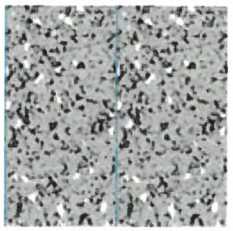
**Best In Class**
Anti-graffiti laminate vinyl decals




## Integrated Sports Floor

Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.


Top (Blue Option)


Top (Grey Option)

Bottom

Reducer with Tile

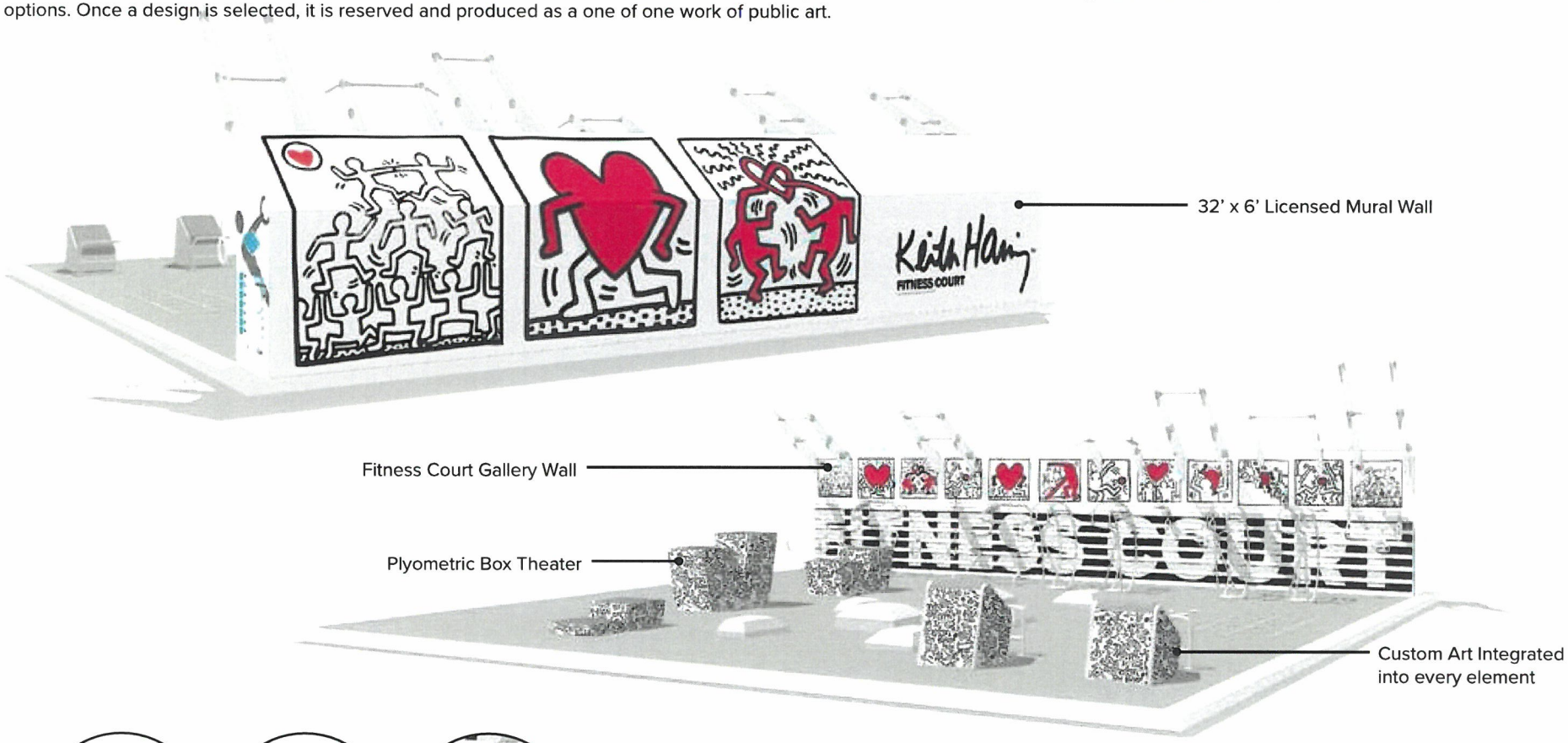
Reducer

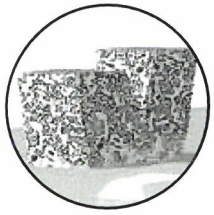
INVITE ONLY EXCLUSIVE

# 2021 SIGNATURE SERIES

LIMITED EDITION FOR TEN CITIES

In 2021, ten cities in ten states will be selected to curate one-of-a-kind Keith Haring Fitness Courts® in public spaces, uniting the power of art and fitness outdoors. Each Keith Haring Fitness Court® is a precision crafted work of art, fully functional, and is funded for a five year art license. Five distinct design series are available, each with three color options. Once a design is selected, it is reserved and produced as a one of one work of public art.



Precision wrapped carbon steel

Anti-graffiti laminate art

Designed and made in the USA

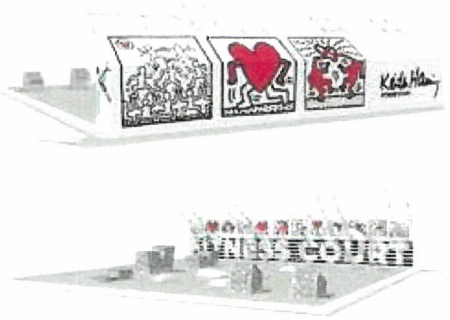
FITNESS COURT Signature Series

FITNESS COURT
Signature Series
National Fitness Campaign

# SELECTIONS
Keith Haring

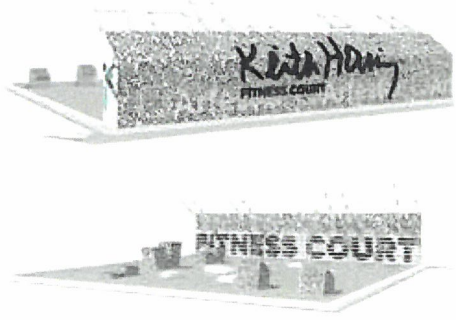
NFC Signature Series | Limited Edition For Ten Cities In 2021

SERIES A - 1

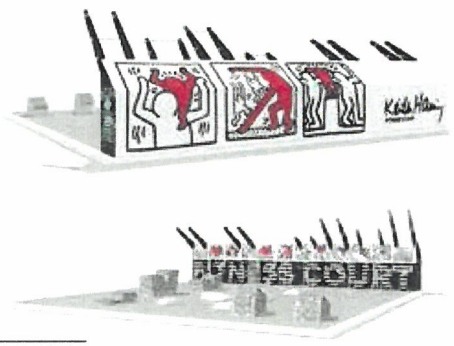



SERIES B - 1

SERIES C - 1

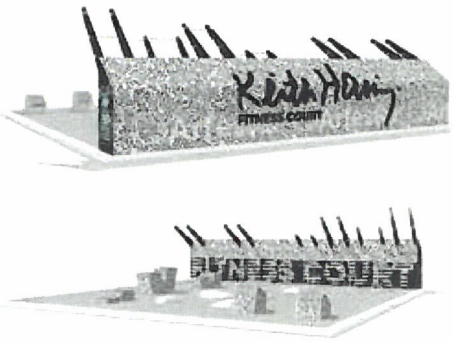



SERIES A - 2

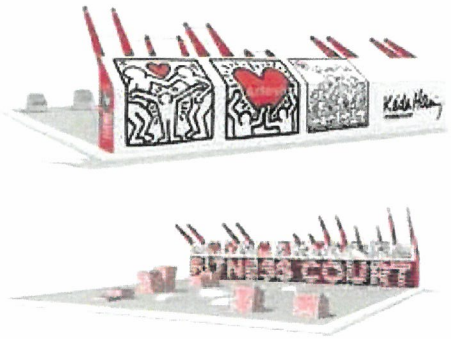



SERIES B - 2

SERIES C - 2




SERIES A - 3

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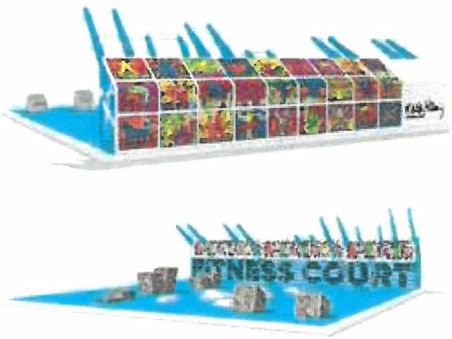
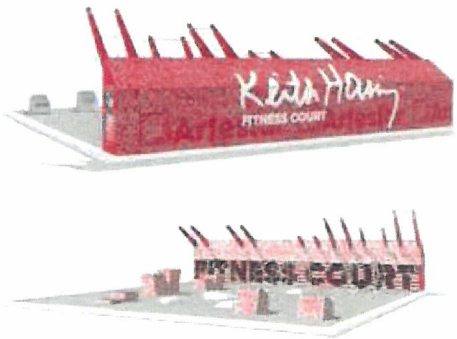



SERIES C - 3

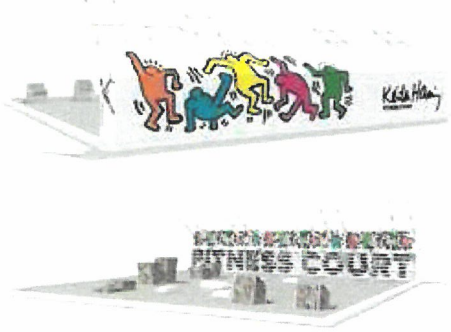


FITNESS COURT
Signature Series
National Fitness Campaign

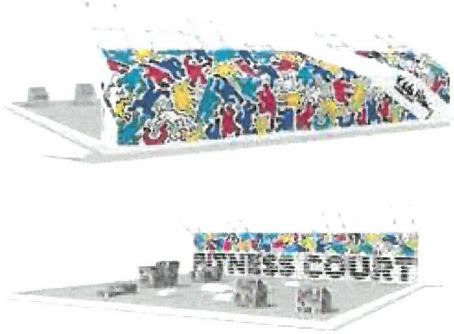
# SELECTIONS
Keith Haring

NFC Signature Series | Limited Edition For Ten Cities In 2021

SERIES D - 1



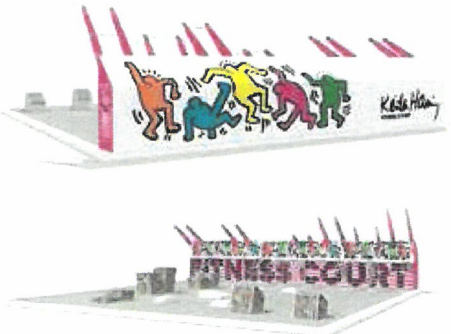

SERIES E - 1



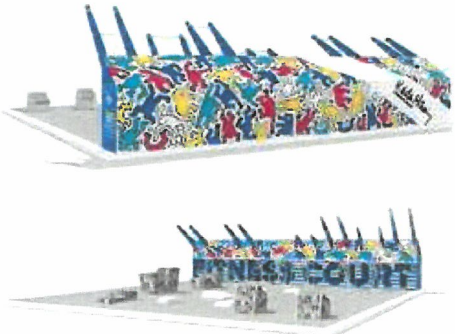

SERIES F - 1

* SPECIAL RELEASE FOR NYC ONLY

SERIES D - 2




SERIES E - 2

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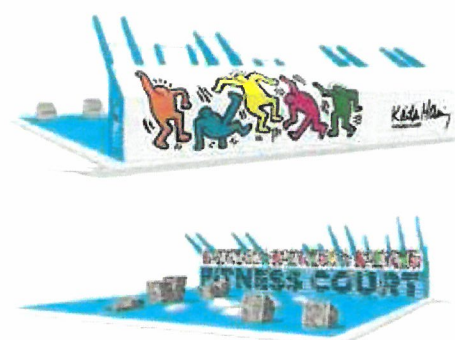


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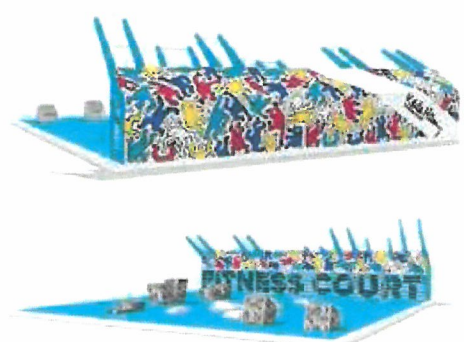


NFC : COMPREHENSIVE PROGRAM

# CAMPAIGN FUNDING

## FUNDING REQUIREMENTS

KEITH HARING FOUNDATION + + NATIONAL FITNESS CAMPAIGN

**Keith Haring Fitness Court**

Turn Key Install & Campaign Services

**$200,000 + Concrete Slab**

## INCLUDED SERVICES

1 of 10 Keith Haring Licensed Fitness Court

*5 Year Art Lease*

*Limited 1 per State*

Custom Powder Coating

Full Wrap Graphics

Limited Edition Plyo Box & Bend Station Wraps

Turn Key Installation
EIS Factory Install

Graphics Installation

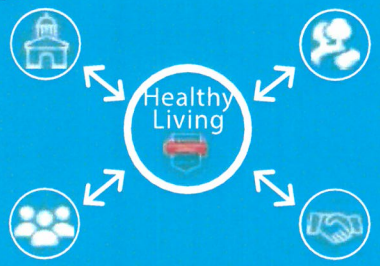
Campaign Services, Promotions of Partnership, Sponsor Support

**Concrete Slab Not Included**

4 STEP PROGRAM ADOPTION PROCESS

# CAMPAIGN PROCESS

## 1

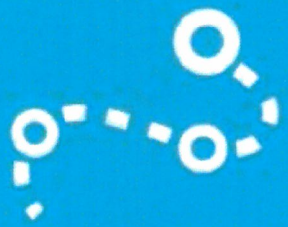



### IS WELLNESS A PRIORITY

Is healthy living a priority in your city? Does the campaign align with your city's goals and local initiatives? Is there support from appropriate stakeholders?

- Mayor
- City Council
- Park Director
- Leadership

## 2



### SITE SELECTION

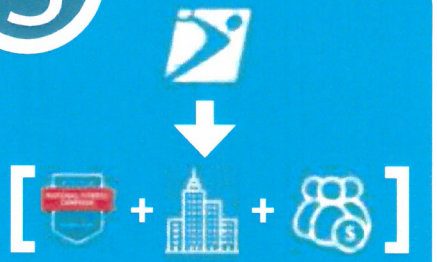
Main Criteria for Site Selections

**1. Iconic Sites**
Supports Success and Impact

**2. Accessibility**
Engage all Population Sectors

**3. Connectivity**
Program locations align with pedestrian infrastructure and trails systems.

## 3



### PROGRAM FUNDING

Qualified cities will be reviewed for this selective program and selected for appoval by the NFC Grant Committee. Final designs approved by the Keith Haring Foundation.

## 4

### PROGRAM TIMING

**2021 Campaign**

Application Submission:
**PER BRIEFING WINDOW**

Program Launch:
**PER AWARD PERIOD**

4 STEP PROGRAM ADOPTION PROCESS

# CAMPAIGN SUMMARY

**2021 PROGRAM SUMMARY:** ***All items and services below are delivered to approved partners as part of the 2021 Campaign.***

Overview includes all standard element of campaign, limited edition keith haring services offered in addition to campaign services.

## HEALTHY INFRASTRUCTURE

### FITNESS COURT®

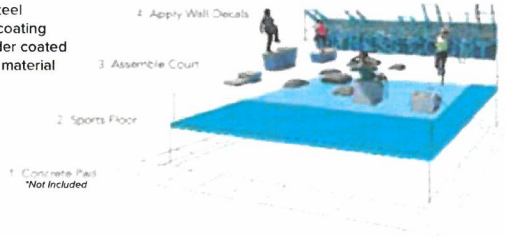
**Fitness Court® Description:**
32'x35' outdoor bodyweight circuit training system with the following components:
- Seven station circuit training system providing full-body workout modules
- Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics
- Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation

**Fitness Court Surface - Tile Surface Specifications**
- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

**Fitness Court Specifications:**
- All structural components are made from high-grade carbon steel
- Structural components receive high-grade duel layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

**Warranty + Maintenance**
- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

*See Official Warranty for Full Coverage Detail*




### HEALTHY INFRASTRUCTURE DESIGN SERVICES

**Strategic Planning & Feasibility Study**
- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

**Custom Fitness Court Design Services & Construction & Installation Support**
- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team. With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access - EIS (contracted separately)

### GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

**NFC Grant Funding Qualification**
- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

**Consensus Building Consulting**
- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

**Sponsor Strategy Consulting Support**
- Up to 10 custom renderings provided by NFC Design Team to support outreach to local sponsors and partners. Up to 5 custom slide presentations provided for in-person meetings and internal stakeholder consensus-building.

## CAMPAIGN SERVICES

### FITNESS COURT® APP

**The Fitness Court App**
*Free mobile app for iOS / Android teaches proper use, routines and challenges to all users*

- **Classes:** schedule, run and track attendance using the Fitness Court App back-end scheduling tool, providing live class management through the OnSched platform. Training and basic setup provided by NFC within 30 days of launch event.
- **Learn:** video guides deliver workouts, and teach the basics for beginners on the Fitness Court. New content released quarterly, and updated by NFC National Training Team.
- **Train:** individual audio guides. New content released quarterly, updated by NFC National Training Team.
- **Challenge:** competitive tracking allows users to participate in timed, scored challenges, with an option to submit their scores to a national Leaderboard. Acts as a regional and national event qualification tool.

### CERTIFIED AMBASSADOR TRAINING

**Programming and Training Tools**
*Fitness Court Ambassadors build and sustain a healthy culture around the Fitness Court ecosystem*

- **Learn:** education modules provided by the NFC Training Team are eligible for a range of industry certifications, are offered both in-person and remote, and provide a range of class templates, coaching tips and more to qualified Ambassadors. Partnership includes program vouchers for up to 12 individual Ambassadors per Fitness Court, individually eligible for up to 3 continuing education credits (CECs), approved through the American Council on Exercise (ACE).
- **Train:** classes, clinics and challenges become the building blocks of a Fitness Season, led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- **Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court.

### MEDIA, PRESS, & PROMOTIONS

**Promotions and Marketing Package**
*Media support and community engagement materials excite users and strengthen program adoption*

- **Custom Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release, site rendering, and outreach planning tools.
- **Launch Event Promotions Toolkit:** announce the launch of the Fitness Court on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- **NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community.
- **Fitness Court Gear:** minimum $750 credit towards the official NFC gear store - gear and giveaways (provided in part by national Campaign sponsor, Badger Sport®) nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- **Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).

### FITNESS SEASON 2021

**Annual Activation Series: 2021 Fitness Season**
*Bring the Latest Events & Programs to Your Fitness Court® this Year!*

- Spring 2021 : new workout routines & video tutorials introduced to the Fitness Court App, featuring pro trainer..
- Summer 2021: Classes and Clinics support ongoing programming for group exercise and app-based class
- Fall 2021: Challenge series builds competition & strengthens community. Marks the success of year's activation program for all users.
- Healthy Infrastructure Awards: annual recognition program highlighting exceptional partners and leaders nationwide, winners receive custom awards, decals and press support to announce

**NATIONAL FITNESS CAMPAIGN**

SAN FRANCISCO, USA

NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919

**KEITH HARING FOUNDATION**

# QUOTE

Melissa McDonald
PO Box 909
SANTA FE NEW MEXICO 87504

**Date**
Feb 23, 2021

**Expiry**
Aug 22, 2021

**Quote Number**
QU-0558

National Fitness Campaign LLC
For all questions regarding this quote, contact: info@nfchq.com

| Description | Quantity | Unit Price | Tax | Amount USD |
|---|---|---|---|---|
| Fitness Court and National Campaign Resources - Includes Official Installation Kit<br><br>Keith Haring Fitness Court License<br>-5 Year Official Public Art License<br>-Original Keith Haring Art Production 400 sq ft<br>-Customization for Integration of Local Partner | 1.00 | 178,500.00 | Tax Exempt | 178,500.00 |
| Freight, Packing and Insurance for shipment | 1.00 | 2,000.00 | Tax Exempt | 2,000.00 |
| | | | Subtotal | 180,500.00 |
| | | | **TOTAL USD** | **180,500.00** |

**Terms**

1. PAYMENT TERMS
Purchaser will pay Seller 100% of the Purchase Price within 30 days of the Delivery Date. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties.
2. TAX EXEMPTION
This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.

# City of Santa Fe
# Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor National Fitness Council, LP

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $195,560.94

Termination Date: June 30, 2022

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

**Contract is for:** Purchase of Fitness Equipment with Artwork for SWAN Park

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 195,560.94 of original Contract# 3202660 Termination Date: 6/30/2022

Reason: Purchase of Fitness Equipment with Artwork for SWAN Park

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $195,560.94

# City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☑ Purchasing Approval Attached Date: May 6, 2021

Other _____

6 **Procurement History:** First year of one year contract
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (May 19, 2021 15:09 MDT)

**Purchasing Officer Review**

**Comments or Exceptions:** Issued an agreement as Sole Source

7 **Funding Source:** Parks CIP Construction **BU/Line Item:** 3559980.572970

Andy Hopkins
Andy Hopkins (May 18, 2021 15:59 MDT)

**Budget Officer Approval**

**Comments or Exceptions:** _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

10 **Certificate of Insurance attached.** (if original Contract) ☑

**Submit to City Attorney for review/signature**
**Forward to Finance Director for review/signature**
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

**Comments:**

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** NATIONAL FITNESS CAMPAIGN LP

**Business Location:** 1740 KEARNY ST
SAN FRANCISCO, CA 94133

**CRS Number:** 03546298001

**Owner:** NATIONAL FITNESS CAMPAIGN LP

**License Number:** 229740

**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

NATIONAL FITNESS CAMPAIGN LP
1740 KEARNEY ST
SAN FRANCISCO, NM 94133

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 PROCUREMENT CHECKLIST

Contractor Name: National Fitness Council, LP

Procurement Title: Contract for Sole Source purchase of fitness equipment for SWAN Park

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 Facilities Staff Name Curt Temple

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

Curt Temple — Project 5/11/2021

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

Fran Dunaway

Fran Dunaway (May 19, 2021 15:09 MDT)

Chief Procurement Officer — May 19, 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, New Mexico
## Memorandum

**DATE:** May 18, 2021

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

**VIA:** Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, Community Development Director *Richard Brown*

**FROM:** Randy Randall, Tourism Santa Fe Director *Randy Randall*

---

**ITEM AND ISSUE:**
Request for the Approval of Amendment #3 to the PSA with Vladimir Jones in the Total Amount of $1,450,000.00 for Advertising Agency services for Tourism Santa Fe for FY22.

**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 was to extend the term and increase the compensation amount for FY2021, and Amendment #2 added an additional $175,000 to the reduced funding in FY 21.

On May 12, 2021, the Governing Board approved a grant agreement between NMTD and Tourism Santa Fe for the amount of $300,000. The BAR was approved by Governing Body on May 26, 2021. The BAR will increase Tourism revenue and expenditures in CCC by $300,000. Of the total amount, $200,000 will go into Advertising.

**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 - $570,000**
2) **SF Conv. Center Fund: 520/ CCC Operations – 5206600/Advertising – 561850 - $880,000**

**ACTION REQUESTED:**
TOURISM Santa Fe respectfully requests your review and approval of Amendment #3 to the Professional Services Agreement with Vladimir Jones.

# 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 #3 for FY22, increase compensation by $1,450,000 and extend the term to 6/30/22.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 7/1/21 Term End Date: 6/30/21

☐ Approved by Council Date: _____

**Contract / Lease:** Contract Amendment #3

Amendment # 3 to the Original Contract / Lease # 19-0384

Increase/(Decrease) Amount $ $1,450,000

Extend Termination Date to: 6/30/22

☐ Approved by Council Date: _____

**Amendment is for:**

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, increased compensation for FY21 by $1,300,000, and extended the term to 6/30/21.
Amendment #2 increased compensation for FY21 by $175,000.

3. Procurement History: RFP '19/25/P

Fran Delaway (Jun 3, 2021 9:53 MDT) Jun 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #3 to increase comp for FY 22 -July 1, 2021 - June 30, 2022

4. Funding Source: CCC-$880k& VSF-$570k/Advertising 561850 Org / Object: 2130521/5206600memo

Andy Hopkins (Jun 3, 2021 10:40 MDT) Jun 3, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Antoinette Armijo-Rougemont Phone # x6210

Email: antoinettearmijo@hotmail.com

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (Praco)

Procurement Title: Advertising Agency of Record Services – Amendment #3 for FY22

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 (May 27, 2021 13:01 MDT) — May 27, 2021

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

Fran Dunaway — Fran Dunaway (Jun 3, 2021 10:53 MDT) — Chief Procurement Officer — Jun 3, 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.

*

Contract No. 19-0384
Munis No. 3200492

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

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:

Section 3, Compensation, is hereby amended to read as follows:

1. **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 million four hundred fifty thousand dollars ($1,450,000)** such compensation not to exceed **$1,450,000** 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 four million five hundred twenty five thousand dollars ($4,525,000). 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 OF SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2022, unless

terminated pursuant to contract. There is an option to renew for one 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: _____
Alan Webber, Mayor

Attest:

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

City Attorney's Office:

By: Marcos Martinez (May 13, 2021 10:43 MDT) Date: May 13, 2021
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Meredith Vaughan Date: May 14, 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 - $570,000 & 5206600.561850 - $880,000 = $1,450,000 AJH
AJH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2020

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

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

| PRODUCER | CONTACT NAME: Candi Chuburu |
|---|---|
| AssuredPartners Colorado<br>101 N Cascade Ave #410<br>Colorado Springs CO 80903 | PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: candi.chuburu@assuredpartners.com |

| 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 : | |

INSURED: Praco LTD DBA Vladimir Jones
2 N Nevada Ave., Suite 1400
Colorado Springs CO 80903

PRACLTD-01

**COVERAGES** **CERTIFICATE NUMBER:** 1578721675 **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) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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**

Proof of Insurance

**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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# 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# 03-136229-00-0

Registration # 19-00157691

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: _____ 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: _____ 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

Contract No. ITEM # 21-0205
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: May 13, 2021

Alan Webber, Mayor

Attest:

By: _____ Date: May 14, 2021

Kristine Bustos Mihelcic, City Clerk

GB MTG 05/12/2021

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: Alexis Lotero Date: May 13, 2021

Alexis Lotero (May 13, 2021 17:08 MDT)

Mary McCoy, Finance Director

Contractor:
Vladimir Jones (Praco)

By: _____ 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

**ACTION SHEET**
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021**

**ISSUE NO. 8k**

Request for the Approval of Amendment #3 to the PSA with Vladimir Jones in the total amount of $1,450,000 for Advertising Agency services for Tourism Santa Fe for FY22. (Randy Randall, Tourism SF Director: rrandall@santafenm.gov, 505-966-6209)

**Committee Review:**
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Public Works and Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to postpone this item until the June 28, 2021 Public Works and Utilities Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

| VOTE: | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| COUNCILOR RIVERA, CHAIR | EXCUSED | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | EXCUSED | | |
| COUNCILOR VIGIL COPPLER | X | | |

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

j) Request for the Approval of Amendment #3 to the PSA with Vladimir Jones in the total amount of $1,450,000 for Advertising Agency services for Tourism Santa Fe for FY22. (Randy Randall, Tourism SF Director: rrandall@santafenm.gov, 505-966-6209)

**Committee Review:**
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

# City of Santa Fe New Mexico
## Memorandum

**Date:** June 7, 2021

**To:** Economic Development Advisory Committee, Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

**From:** Jesse Guillen, Legislative Liaison

**Via:** Erin McSherry, City Attorney EM

**RE:** Lease length requirement for alcohol service on City property

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**EXECUTIVE SUMMARY:**

The proposed Bill removes the 6-month minimum lease requirement for the sale and/or consumption of alcohol on City property. The amendments will allow restaurants to continue to use City property for the sale and consumption of alcohol that began as a result of the COVID-19 pandemic.

**BACKGROUND:**

On June 24th, 2020 the Governing Body adopted Ordinance No. 2020-14 that allowed for the sale and consumption of alcohol on designated City property provided the establishment met certain criteria. The provisions included as part of Ordinance No. 2020-14 were set to expire on October 31, 2020. On October 14th, 2020 the Governing Body adopted Ordinance No. 2020-28 extended the expiration date of this subsection until October 31, 2021.

Restaurants have approached the City about the potential for a more permanent presence on City property, including in parking spaces, streets, and other rights-of-way. The amendment contained in this Bill would allow these restaurants to enter into shorter-term leases with the City for the use of City property.

The establishments would need to receive the necessary approvals from the Alcoholic Beverage Control Division of the New Mexico Regulation and Licensing Department for the expanded alcohol service area prior to commencing service in the leased area.

Structures erected for longer than 90 days will need land use approvals and, for structures located within the Historic District, approval from the Historic Districts Review Board will be required. Any other applicable approvals required by the State or City must be obtained prior to installation of any supplemental structures.

**ACTION REQUESTED:**

Staff recommends approval of the Bill as presented.

**ATTACHMENTS:**

Bill
FIR

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2021-__**

**INTRODUCED BY:**

Councilor Signe I. Lindell

Mayor Alan Webber

**AN ORDINANCE**

**AMENDING SECTION 23-6.2 SFCC 1987 TO REMOVE THE SIX-MONTH MINIMUM LEASE DURATION FOR THE SALE AND CONSUMPTION OF ALCOHOL ON CITY PROPERTY.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2012-20, § 1, as amended) is amended to read:**

**23-6.2 Permitted locations for the sale and consumption of alcohol on city property.**

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

(1) The Santa Fe community convention center and adjacent outdoor spaces under the center's control;

(2) That area of the Santa Fe regional airport main terminal building and adjacent areas operated as a restaurant;

(3) The Marty Sanchez links de Santa Fe (golf course);

underscored material = new [bracketed material] = delete

(4) Buildings owned by another party located on land owned by the city;

(5) On land or buildings owned by the city, located within the Santa Fe Railyard, as described in the Railyard Master Plan, for which the city has entered into a lease with another party for six (6) months or more except for the Railyard park, Plaza and Alameda (as defined in the amended and restated Deed of Conservation Easement dated [~~October 1, 2004~~] May 30, 2018) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2 SFCC 1987;

(6) On land or buildings owned by the city for which the city has entered into a lease with another party[~~for six (6) months or more~~];

(7) In or on railroad cars located on railroad tracks except as prohibited by state or federal law; and

(8) During professional baseball games, the area of Fort Marcy ballpark designated for concessions and seating.

B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer and wine.

C. The governing body may approve by resolution the sale and consumption of alcohol at all other locations on city property, except within the Plaza as defined by subsection 23-5.1(S). The resolution specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance shall be adopted at least thirty (30) days in advance of the event. The resolution shall be limited to authorization for a single event, unless otherwise stated in the resolution.

D. All other applicable approvals required by state or city laws and regulations shall be obtained prior to the sale or consumption of alcoholic beverages on the property described in this subsection 23-6.2.

E. As a response to the May 27, 2020, public health order issued by the New Mexico

department of health allowing limited outdoor dining service for qualified restaurants, and to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been designated and approved for temporary use by a current liquor licensee may occur pursuant to the following limitations:

1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars ($1,000,000.00) and a liquor liability policy in the amount of two million dollars ($2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.

2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.

3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico regulation and licensing department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.

4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.

5. Unless extended by ordinance or resolution, any license or permit issued pursuant to this subsection shall expire on October 31, 2021.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2021/Bills/Alcohol on City Property Amendments*

**FIR No. 3328**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: X Resolution: _____

Short Title(s): Alcohol on City Property Amendments

Sponsor(s): Councilor Lindell and Mayor Webber

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 5/13/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jun 7, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finace Director Date: Jun 14, 2021

Alexis Lotero, Assistant Finace Director (Jun 14, 2021 14:06 MDT)

**Summary:**
The proposed Bill removes the 6-month minimum lease requirement in order to permit the sale and/or consumption of alcohol on City property. The amendments will allow restaurants to lease City property for the sale and consumption of alcohol that began as a result of the COVID-19 pandemic.

**Departments Affected:**
Community and Economic Development, Public Works Department, City Clerk's Office.

**Consequences of Not Enacting Legislation:**
Restaurants will only be able to continue their auxiliary use of City property for the sale and consumption of alcohol by entering into a lease agreement of at least six months.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
Section 23-6.2(E) currently allows for the sale and consumption of alcohol on city property by establishments that have received the appropriate licenses through the end of October, 2021.

**Performance and Administrative Implications:**
Staff will need to work with interested establishments to delineate the permitted property for use, create lease agreements that include the rate the establishment will pay for the use of City property.

**Fiscal Implications:**
Staff time necessary to negotiate and process each lease will be drawn from other City priorities on an ad hoc basis, thereby delaying the delivery dates of competing activites including Land Use plan review and enforcement, Property Manager licensing, appraisals and archiving, and Traffic Division engineering review. The reduction in community benefits caused by such delays are unquantifiable and may not demonstrably be offset by the direct revenue generated from the lease agreements. At this time only one restaurant has reached out to the City about the possibility of leasing City property on a longer-term basis. The rate the restaurant would pay would also have to be negotiated by the two parties. Therefore the total revenue cannot be estimated at this time. The increased space available to restaurants as a result of a lease agreement could increase sales, and therefore increase the GRT remitted to the City. The increasd space available to restaurants as a result of a lease agreement under this change could increase sales, and therefore increase the GRT remitted to the City.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

Staff time associated with processing the lease agreements is dependent upon the number of establishments wishing to take advantage of the ability to expand their liquor service area onto City property.

**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:**

Revenue to the City would be dependent on the location of the number of establishments that wish to participate in the program, the location of the property, and the amount agreed upon in the lease. For space occupying existing parking meters, revenue from the lease of the space would at least equal the expected revenue that would be generated from the normal use of the parking meter.

**Signature:**

**Email:** jbguillen@ci.santa-fe.nm.us

**ACTION SHEET**
**ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021**
**FOR CITY COUNCIL MEETING OF 07/28/2021**

ISSUE:

CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Mayor Webber)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 5/12/21
Quality of Life Committee: 6/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (request to publish): 06/30/21
Economic Development Advisory Committee: 7/14/21
Governing Body (public hearing): 07/28/21

**QUALITY OF LIFE COMMITTEE ACTION:** Approved on discussion. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

**SPECIAL CONDITIONS OR AMENDMENTS:**

**SEND TO:**
Finance Committee; Governing Body

| **VOTE** | **FOR** | **AGAINST** | **ABSTAIN** |
|---|---|---|---|
| CHAIRPERSON ROMERO-WIRTH | X | | |
| COUNCILOR VILLARREAL | X | | |
| COUNCILOR RIVERA | X | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR CASSUTT | X | | |

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

t) Request Approval of Memorandum of Understanding (MOU) between the City, NMDOT, NCRTD and Santa Fe MPO detailing the responsibilities of each agency to satisfy the Federal Transit Authorities funding process. MOU Munis Contract #3202749; (Erick Aune, MPO Officer, ejaune@santafenm.gov 505.330.8483)

**Committee Review:**

Finance Committee: 06/21/2021
Public Works and Public Utilities Committee: 06/28/2021
Governing Body 06/30/21

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

01/13/21

# Santa Fe Metropolitan Planning Organization

DATE: June 1, 2021

TO: Finance Committee/City Council

FROM: Erick J. Aune, MPO Officer (ejaune@santafenm.gov) EA

RE: The Approval of a Memorandum of Understanding (MOU) between the City, NMDOT, NCRTD and Santa Fe MPO detailing the responsibilities of each agency to satisfy the Federal Transit Authorities funding process.

## ITEM & ISSUE

The New Mexico Department of Transportation (NMDOT) Transit and Rail Bureau has requested that the City of Santa Fe, NCRTD, NMDOT and Santa Fe MPO each sign on to a memorandum of understanding that simply details the rolls and responsibilities each agency has to support the planning and funding process specific to Federal Transit Authority (FTA) guidelines.

By signing on to this MOU, now approved by the NCRTD Board, Santa Fe MPO Board, and NMDOT Transportation Secretary, this will satisfy the FTA that the Santa Fe Trails federal funding processes are in compliance. Please note there is no direct financial impact attached with this MOU.

Please see attached documentation:

1. Memorandum of Understanding
2. Summary of Contract

## ACTION REQUIRED

Please approve the Memorandum of Understanding between the NMDOT, Santa Fe MPO, City of Santa Fe, and NCRTD.

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # **3202749**

Contractor: **NMDOT, NCRTD, City of Santa Fe, Santa Fe MPO**

Description: **Approval of Memorandum of Understanding (MOU) between NCRTD, NMDOT, City of Santa Fe and Santa Fe MPO.**

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: **June 10th, 2021** Term End Date: **On Going**

☐ 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 MOU is a federal requirement allowing the City of Santa Fe Transit to be in compliance with FTA funding requirements.**

3. **Procurement History:** _____

Fran Duraway (Jun 6, 2021 10:15 MDT) Jun 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOU- No procurement

4. **Funding Source:** N/A **Org / Object:** N/A

Andy Hopkins (Jun 3, 2021 15:11 MDT) Jun 3, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Erick Aune** Phone # **505.330.8483**

Email: **ejaune@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**NEW MEXICO DEPARTMENT OF TRANSPORTATION**
**THE SANTA FE METROPOLITAN PLANNING ORGANIZATION**
**THE CITY OF SANTA FE**
**AND**
**THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

**WHEREAS,** pursuant to federal statutes, and as a requirement for obtaining federal transportation funds, the Federal Highway Administration ("FHWA") and the Federal Transit Administration ("FTA") have established regulations requiring each metropolitan area, the States and public transportation to utilize a continuing, cooperative, and comprehensive performance based multimodal transportation planning process to engage the citizenry and support metropolitan community development; and

**WHEREAS,** in response to the requirements of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"), FHWA promulgated regulations 23 CFR 450.314; and

**WHEREAS,** the New Mexico Department of Transportation ("NMDOT") is the primary agency of the State of New Mexico responsible for coordinating the distribution and use of federal funds utilized in the metropolitan transportation planning process, is the designated recipient for Federal Transit Administration ("FTA") Section 5307 small urbanized area funds ("Governor's apportionment"), suballocates Section 5307 funds to the Santa Fe metropolitan area, suballocates Section 5339 funds to the City of Santa Fe, and applies for funds on behalf of the North Central Regional Transit District ("NCRTD"); and

**WHEREAS,** The Santa Fe Metropolitan Planning Organization ("SFMPO"), in cooperation with the NMDOT and public transit providers, is responsible for the metropolitan transportation planning and programming process within the boundaries of the SFMPO. This responsibility includes preparing and adopting, in a manner consistent with this memorandum of understanding ("MOU"), all required metropolitan transportation plans ("MTPs"), transportation improvement programs ("TIPs"), and documents of the metropolitan transportation planning and programming process; and

**WHEREAS,** the City of Santa Fe ("City") and NCRTD are providers of public transportation within the SFMPO planning area; and

**WHEREAS,** federal requirements stipulate that NMDOT, SFMPO, City, and NCRTD the shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process; and

**WHEREAS,** these responsibilities should be clearly defined and distributed among the parties in a written document in order to ensure coordinated action in planning and financing transportation and transit activities within the metropolitan planning area; and

**WHEREAS,** the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of

financial plans that support the metropolitan transportation plan, the TIP, and the development of the annual listing of federal obligated projects by SFMPO; and

**WHEREAS,** the federal regulations require that the parties jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance to be used in tracking progress toward the attainment of critical outcomes for the region and SFMPO, and the collection of data for the State Asset Management Plan for the National Highway System (NHS); and

**WHEREAS,** the constituent members of SFMPO are also members of NCRTD and therefore have direct involvement in both metropolitan and regional planning and projects.

**NOW THEREFORE, BE IT RESOLVED THAT** the parties herein mutually agree as follows:

## 1. PARTIES

The parties to this agreement are:

A. NMDOT, the designated recipient of federal funds used for transportation and transit within the SFMPO planning area; and
B. SFMPO, a duly formed and federally mandated planning organization created by a Joint Powers Agreement between the City of Santa Fe, Santa Fe County, and the Pueblo of Tesuque. SFMPO has been designated by the State of New Mexico to fulfill the transportation planning requirements of 23 CFR 450.314 in the Santa Fe Metropolitan Planning Area which has a population in excess of 50,000 persons but less than 200,000 persons; and
C. The City, the operator of public transportation in the City of Santa Fe and a direct recipient of Section 5307 and Section 5339 funds; and
D. NCRTD, a duly formed and authorized Regional Transit District created pursuant to the authority of NMSA 1978, Section 73-25-1 et seq. and organized under an intergovernmental agreement that includes all the SFMPO members as signatories and NCRTD members.

## 2. PURPOSE

It is the purpose of this memorandum to make provision for cooperative transportation and transit activities in the metropolitan planning area and to ensure that the mutual responsibilities in carrying out the metropolitan planning process and performance-based planning are coordinated in accordance with current Federal Legislation and as required by 23 CFR 450.314.

## 3. RESPONSIBILITIES OF ALL PARTIES

All parties will:

A. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance-based planning format and final form. Decide upon and adopt performance targets for this planning process in accordance with federal and State requirements and guidance.
B. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support MTPs and the TIP.
C. Ensure that all parties cooperatively develop a listing of obligated projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
D. Ensure that the MPO's Unified Planning Work Program (UPWP) details and documents these responsibilities, deliverables, and associated costs.

## 4. RESPONSIBILITIES OF SFMPO

SFMPO will:

A. Work in consultation with NMDOT, the City, and NCRTD in developing the financial plan portion of the MTPs.
B. Work in consultation with NMDOT, the City, and NCRTD in developing the financial plan for the TIPs.
C. Conduct Technical Coordinating Committee, and Policy Committee meetings as required and necessary.
D. Work in consultation with NMDOT, the City, and NCRTD to update the MTP and TIP, in accordance with State and Federal laws.
E. Consider Transit Asset Management (TAM) and Public Transportation Agency Safety Plans (PTASP) targets in development of the MTP and TIP.
F. In cooperation with NMDOT, the City, and NCRTD, no later than 90 calendar days following the end of the program year, shall develop an annual listing of obligated projects for which funds under 23 USC or 49 USC Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.332.
G. Develop and use a documented participation plan that defines a process for providing the public with reasonable opportunities to be involved in the metropolitan plan process.
H. Invite NMDOT, the City, and NCRTD to rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of Section 5307 programs of projects.
I. Invite the City and NCRTD to participate in all public participation processes and perform any required public participation on behalf of the NCRTD in the event of route changes or rate changes that require public participation.
J. Conduct comprehensive, cooperative, and continuous transportation planning for the metropolitan planning area.

K. Establish necessary transportation performance targets and share information related to the performance data, and work to document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO planning area.
L. Cooperate with NMDOT, the City, and NCRTD on the provision of technical transit-related assistance.
M. The MPO shall develop and implement a biennial Unified Planning Work Program (UPWP) to identify specific tasks, with detailed scopes of work and funding estimates, related to transportation planning and programs. The UPWP is subject to the approval of the Department and the FTA. The MPO shall comply with all applicable provisions of 49 USC Section 5303, specifically sections (i) through (j), which requires development and implementation of additional transportation plans and identifies the planning process, a performance-based approach to plan development as well as requirements for public notification and involvement.

## 5. RESPONSIBILITIES OF THE CITY

The City will:

A. Work in consultation with SFMPO in developing short-range and long-range plans for transit for inclusion in the MTP.
B. Assist in the validation of data used as input into the MTP.
C. Work in consultation with SFMPO in developing the financial plan for the MTP.
D. Work in consultation with SFMPO in developing the financial plan for the TIP.
E. Provide SFMPO with federally funded projects to be included in the annual listing of obligated projects, including funds passed through NMDOT.
F. As per the SFMPO bylaws, appoint a representative to serve on the SFMPO Policy Committee.
G. As per the SFMPO bylaws, appoint a representative to serve on the SFMPO Technical Coordinating Committee.
H. Notify SFMPO of changes to projects that would affect the MTP or TIP.
I. Invite SFMPO to participate in all public participation processes for projects, plans or other activities that impact the Metropolitan Planning Area.
J. Establish transit asset management performance targets and share them with SFMPO and other interested parties.
K. Rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.
L. Cooperate with SFMPO on the provision of technical assistance.

## 6. RESPONSIBILITIES OF NCRTD

NCRTD will:

A. Work in consultation with SFMPO in developing short-range and long-range plans for transit for inclusion in the MTP.
B. Assist in the validation of data used as input into the MTP.
C. Work in consultation with SFMPO in developing the financial plan for the MTP.

D. Work in consultation with SFMPO in developing the financial plan for the TIP.
E. In consultation with NMDOT, provide SFMPO with federally funded projects to be included in the annual listing of obligated projects, including funds passed through NMDOT.
F. Appoint an elected official serving on the NCRTD Board of Directors or his/her designee to serve on the MPO Policy Committee on behalf of the NCRTD if such membership is requested by the NCRTD Board of Directors and authorized by the SFMPO through an amendment to its organic documents.
G. Appoint the NCRTD Executive Director, or his/her designee, to serve on the SFMPO Technical Advisory Committee.
H. Notify SFMPO of changes to projects that would affect the MTP or TIP.
I. Invite SFMPO to participate in all public participation processes for projects, plans or other activities that impact the Metropolitan Planning Area.
J. Establish transit asset management performance targets and share them with SFMPO and other interested parties.
K. Rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.
L. Cooperate with SFMPO on the provision of technical assistance.

## 7. RESPONSIBILITIES OF THE NMDOT

NMDOT will:

A. Appoint a representative to serve on the SFMPO Policy Committee.
B. Appoint a representative from District 5 and a representative from the Transit and Rail Division to serve on the SFMPO Technical Coordinating Committee.
C. Have a continuing duty of performance based multimodal planning for the statewide transportation system, promulgating rules and regulations for the statewide transportation planning process, identifying potential transportation issues of statewide interest, reconciling conflicts between regional transportation plans and transportation improvement programs, and consolidating regional plans into a comprehensive statewide plan and statewide transportation improvement program ("STIP"). In carrying out its duties, NMDOT will coordinate and partner with the SFMPO on activities within the Santa Fe County planning region.
D. Consult with and advise the parties on all aspects of state and federal compliance regarding the specific requirements of 23 CFR 450.314 and any related State of New Mexico requirements.
E. Coordinate with the parties on integration of any MPO or regional transit plans into and consistent with any State of New Mexico plans.
F. Rely on the City and NCRTD to provide SFMPO with a list of FTA-funded projects for inclusion in the annual listing of obligated projects for pass through funds.
G. Rely on the SFMPO public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.

## 7. TERM

This MOU shall become effective as to each Party when approved and executed by that Party. It shall remain in full force and effect until such time it is terminated in writing by one of the parties.

## 8. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this memorandum and shall operate to amend this memorandum to the minimum extent necessary to bring this memorandum into conformity with the requirements of the limitations, and so modified, this memorandum shall continue in full force and effect.

## 9. GOVERNING LAW AND VENUE

This memorandum shall be governed by the laws of the State of New Mexico. Venue for an action arising under this agreement shall lie exclusively in Santa Fe County, New Mexico.

## 10. SEVERABILITY

If a provision contained in this memorandum is held invalid for any reason, the invalidity does not affect other provisions of the memorandum and can be given effect without the invalid provision, and to this end the provisions of this memorandum are severable.

## 11. FEDERAL REGULATIONS

The parties agree that metropolitan transportation planning and programming processes leading to the development and adoption of MTPs and TIPs may change in order to respond to changes in the law, restructuring within their respective organizations, or to reflect prior experience.

## 12. AMENDMENT

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

**The remainder of this page is left intentionally blank.**

**EXECUTED** by the parties hereto, each respective entity acting by and through its duly authorized governing body as of the date of the last signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

BY _____ DATE _____
Cabinet Secretary or Designee

**Approved as to form and legal sufficiency by the Department's Office of General Counsel.**

BY _____ DATE Mar 30, 2021
Assistant General Counsel

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

BY Daniel Barrone DATE Apr 6, 2021
Daniel Barrone (Apr 6, 2021 16:33 MDT)
Daniel Barrone, NCRTD Chair

**Approved as to form and legal sufficiency.**

BY Peter Dwyer DATE Apr 7, 2021
Peter Dwyer (Apr 7, 2021 07:59 MDT)
Peter Dwyer, Counsel

**SANTA FE METROPOLITAN PLANNING ORGANIZATION**

BY _____ DATE Mar 30, 2021
TITLE MPO Board Chair

**CITY OF SANTA FE ATTEST**

BY _____ DATE _____
Mayor

**Approved as to form and legal sufficiency.**

BY Marcos Martinez DATE Apr 26, 2021
Marcos Martinez (Apr 26, 2021 11:33 MDT)
Senior Assistant City Attorney

BY_____ DATE_____
City Clerk

**CITY OF SANTA FE APPROVED:**

BY_____ DATE_____
Finance Director

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

v) Request Approval of Amendment #1 to Service Contract 20-0233 with American Fire Protection Group, Inc.; increasing the existing contract in the Amount of $63,274.06 including NMGRT from $271,093.75 to $334,367.81 for fire monitoring, inspections, repair and maintenance services throughout City Facilities (Caryn Grosse, Facilities Project Administrator, clgrosse@santafenm.gov, 505-955-5938)

| **Committee** | **Review:** |
|---|---|
| Finance Committee: | 6/21/2021 |
| Public Works and Utilities Committee: | 6/28/2021 |
| Governing Body: 6/30/2021 | |

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

01/13/21

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **March 25, 2021**

**TO:** **Governing Body**

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

**FROM:** **Michael Rodriguez, Facilities Division Director** MR
**Curt E. Temple, Facilities Division Project Administrator** CT

**ITEM AND ACTION:**
Request Approval of Amendment #1 to Service Contract 20-0233 with American Fire Protection Group, Inc; increasing the existing contract in the Amount of $63,274.06 including NMGRT from $271,093.75 to $334,367.81 for fire monitoring, inspections, repair and maintenance services throughout City Facilities (Curt E. Temple, Facilities Division Project Administrator, cetemple@santafenm.gov, 505-955-5937 Office / 505-795-2439 Mobile)

**SUMMARY:**
This Fire Monitoring, Inspections, Repair and Maintenance Services contract with American Fire Protection Group (AFPG) serves two purposes. The first purpose is to provide ongoing fire alarm monitoring and annual fire safety inspections at City facilities. The second purpose is to address deficiencies discovered during inspections. The original purchase order amount has been used for inspections and repairs and upgrades. Additional funds are needed to continue inspections and upgrades to City facilities.

Buildings included in the upgrade, monitoring and inspection portion of this contract include: Bicentennial Pool; City Hall; Siler Road Offices; Fire Stations 1, 3, 4, 5, 7, 8, 9 and 10; Fort Marcy; La Farge Library; Main Library; Siringo Complex; Waste Water; Transit Complex; Canyon Road Treatment Plant; Water Building; MRC Administration and Café buildings; Municipal Court; Police Administration building; Salvador Perez; and the Southside Library as well as a number of Midtown buildings including Fogelson Library, Southwest Annex, St Michael Hall shelter, King Hall recovery center and Garson Studios.

Amendment #1 will add funds to allow for the continued inspection and repairs of fire protection systems for City buildings to ensure that buildings comply with fire safety code.

**Contract History:**

**Original:**

1. Original contract 20-0233 for $271,093.75 approved 05/28/2020. In FY20, the Fire System inspection & repair was funded through Facilities Maintenance Operating PO# 22004848 - $192,095.00 of which $34,367.81 was expended. The remaining balance of $157,727.19 could not be utilized due to operational funding cuts in FY21. A new PO was established using 2018 GRT reallocation fund, PO #22101236 for $157,727.19 was established to support this effort (See attached spreadsheet to memo).

2. Proposed amendment #1 for $63,274.06 including applicable gross receipts taxes using 2018 GRT bond reallocation. This will increase original $271,093.75 contract, for total project funding of $334,367.81.

**PROCUREMENT METHOD:**
The procurement method is NM Statewide Price Agreement (NMSPA) #90-000-18-00020. This contract will expire in approximately three years on 3/30/2024.

**CONTRACT NUMBER:**
The existing FY21 Munis contract number is 3201821

**BUDGET:**
FY21 - increase existing PO #22101236 allocated from GRT reallocation for fire system inspection & repair citywide.
Project String: GRT18FMD
Munis Org Name/Number: 3359980
Munis Object Name/Number: 520100

**SCHEDULE:**
Public Works committee: 04/26/2021
Finance Committee: 05/03/2021
City Council: 05/12/2021

**ATTACHMENTS**:
Amendment #1 to Contract
American Fire Protection Group, Inc Existing Contract #20-0233
American Fire Protection Group, Inc Proposal
State Price Agreement #: 00-00000-20-00094
Contractor's Certificate of Professional Liability Insurance
City of Santa Fe Business License
Summary of Contract
Procurement Checklist

# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

*Alan Webber, Mayor*

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4


## MEMORANDUM

Date: May 3, 2021

To: **American Fire Protection Group, Inc.**

Attn: **Jason Vaillancourt**

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract **00-00000-20-00094 Facilities Maintenance & Management**

The City of Santa Fe by mutual agreement between the City and **American Fire Protection Group, Inc.** is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.

2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☑ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Kyle Connelly, Division Leader — jason.vaillancourt@AFP6USA.US

Print Name, Title — Email Address

Signature — AFP6

Company Name

5-3-2021 — 8904 Adams St NE Albuquerque NM 87113

Date — Address

*Cc :Fran Dunaway, CPO*
*Procurement File*

Munis Contract # 3201821

# CITY OF SANTA FE
# AMENDMENT No. 1 TO
# CONTRACT
# ITEM# 20-0233

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONTRACT, dated May 13, 2020 the "Agreement"), between the City of Santa Fe (the "City") and American Fire Protection Group, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

## RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional fire safety services for the City of Santa Fe.

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

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Sixty three thousand two hundred seventy four dollars and six cents ($63,274.06), including applicable gross receipts taxes and as described in Exhibit "A-1" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

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

| Deliverable item: | U/I (unit of issue) | Price |
|---|---|---|
| 01 Inspections, Certifications, Monitoring, Repair and Safety | | $334,367.81 |

The total compensation under this Agreement shall not exceed **$334,367.81including applicable NMGRT (8.4375%).**

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:

~~ROBERT THOMPSON~~ Kyle Connelly
~~SERVICE LEADER~~, AFPG, INC. Division Leader

Date: 1-8-2021

CRS #: 03-242279-00-2
Business License: 20-224159

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 4, 2021 08:01 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 3359980.520100

ITEM # 20-0233

City of Santa Fe Contract

**Annual Fire Inspections, Certifications, Monitoring, Safety and Repair for City Facilities**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **American Fire Protection Group, Inc** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

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

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

C. "You" and "your" refers **American Fire Protection Group, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform miscellaneous inspections, certifications, monitoring, safety and repairs for Fire Alarm Systems, Fire Extinguishers, Kitchen Hood Systems, Fire Sprinkler Wet/Dry, Clean Agent Systems, Low Voltage Fire Protection Systems services for City Facilities via State Price Agreement #00-00000-20-00094 and more particularly described in "Exhibit A" attached hereto and made a part thereof from **American Fire Protection Group, Inc.**

3. **Compensation**

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $250,000.00 plus applicable New Mexico Gross Receipts Tax annually.

| Deliverable item: | U/I (unit of issue) | Price |
|---|---|---|
| 01 Annual Fire Inspections, Certifications, Monitoring, Safety and Repair | | $250,000.00 |

The total compensation under this Agreement shall not exceed **$271,093.75 including applicable NMGRT (8.4375%) annually.**

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 3/30/2024. This Agreement shall not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150through 152.

6. **Default and Force Maieure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

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

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

8 **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The 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 City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature,

this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **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.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any

other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may

suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or Interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
American Fire Protection Group, Inc
8904 Adams Street, NE
Albuquerque, New Mexico 87113
(505) 298-8024 - Phone
(505) 298-8012 - Fax

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
American Fire Protection Group, Inc
8904 Adams Street, NE
Albuquerque, New Mexico 87113
(505) 298-8024 - Phone
(505) 298-8012 - Fax

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 5/28/2020

CONTRACTOR:
American Fire Protection Group, Inc

ROBERT THOMPSON
SERVICE LEADER

DATE: 3/11/2020

CRS#03-242279-00-2
Registration #224159

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK GB 5/13/20

CITY ATTORNEY'S OFFICE:

3/4/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

# EXHIBIT A

AMERICAN
FIRE PROTECTION
GROUP, INC.

8904 Adams Street NE, Albuquerque, NM 87113
Phone 505-298-80241 Fax 505-298-8012 I afpgusa.com
License NM 84802

Thursday, February 20, 2020

J. Sam Burnett- Property Maintenance Manager
City of Santa Fe Public Works Dept.
Phone: 505.955.6853
Mobile: 505.795.2491
Email: jsburnett@santafenm.gov

**State Contract # 00-00000-20-00094**
**GSA Contract #GS-21 F-0060W**

**Reference: Annual Service Agreement City of Santa Fe/ American Fire Protection Group**

**Service Agreement Terms & Conditions**

We are pleased to offer the following pricing for service related calls for the Fire Alarm Systems, Fire Extinguishers, Kitchen Hood Systems, Fire Sprinkler Wet/Dry, Clean Agent Systems, Low Voltage Fire Protection Systems for the properties listed below. All work to comply with NFPA 72, latest edition, and all Local, State AHJ's. All work to be done under a "Blanket Purchase Order" of **Two Hundred and Fifty Thousand Dollars and Zero Cents.**

**Included in This Proposal:**

**All City of Santa Fe Public Buildings**
**Not To Exceed Amount: $250,000.00 including applicable taxes**

Scheduled Service Rate: $88.88/ per tech per hr (M-F 8am-4pm)
Emergency Service Rate: $177.76 per tech per /hr (Outside Normal Business Hours)

**Parts/Materials Fire Alarm:**
All parts/materials are at list -20%

**Travel:**
Travel charges for all trips are based on Google Map times for each facility. ***AFPG will attempt to schedule and send technicians with the shortest travel times to help the customer with travel costs.

**Excluded in This Proposal:**

- A Deficiency proposal will be provided for any repairs needed.
- Fire Watch
- Approved Repair parts. (Any parts over **$250.00** must be approved by City of Santa Fe Maintenance Dept, before purchasing)
  **Applicable sales taxes**

AMERICAN
FIRE PROTECTION
GROUP, INC.

8904 Adams Street NE, Albuquerque, NM 87113
Phone 505-298-80241 Fax 505-298-80121 afpgusa.com
License NM 84802

Thank you for the opportunity to quote your project. Should you have any further questions or concerns, please do not hesitate to call.

Sincerely,

R. Jason Vaillancourt
SHAD Sales
505.263.0720-C
A.F.P.G.
NM LIC 84802

**ACCEPTANCE CLAUSE:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

BY: _____ DATED: _____

TITLE: _____

COMPANY: _____ PO#_____

***Please provide a Purchase Order or Purchase Order # with this Acceptance Clause***

# EXHIBIT A

AMERICAN
FIRE PROTECTION
GROUP, INC.

8904 Adams Street NE, Albuquerque, NM 87113
Phone 505-298-80241 Fax 505-298-8012 I afpgusa.com
License NM 84802

Thursday, February 20, 2020

J. Sam Burnett- Property Maintenance Manager
City of Santa Fe Public Works Dept.
Phone: 505.955.6853
Mobile: 505. 795.2491
Email: jsburnett@santafenm.gov

**State Contract # 00-00000-20-00094**
**GSA Contract #GS-21 F-0060W**

**Reference: Annual Service Agreement City of Santa Fe/ American Fire Protection Group**

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8904 Adams Street NE, Albuquerque, NM 87113
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License NM 84802

Thank you for the opportunity to quote your project. Should you have any further questions or concerns, please do not hesitate to call.

Sincerely,

R. Jason Vaillancourt
SHAD Sales
505.263.0720-C
A.F.P.G.
NM LIC 84802

**ACCEPTANCE CLAUSE:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

BY: _____ DATED: _____

TITLE: _____

COMPANY: _____ PO#_____

***Please provide a Purchase Order or Purchase Order # with this Acceptance Clause***

**State of New Mexico**
**General Services Department**
**Purchasing Division**

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**0000127391**
**American Fire Protection Group**
**8904 Adams St. NE**
**Albuquerque, NM 87109**

**Telephone No. 505-298-8012**
**Email: Robert.Thompson@afpgusa.us**

Price Agreement Number: **00-00000-20-00094**

Price Agreement Amendment No.: **One**

Term: **March 4, 2020 thru January 7, 2025**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested at time of order**

Procurement Specialist: **Sandra Lujan**

Telephone No.: **(505) 827-0242**

Email: **sandrar.lujan@state.nm.us**

Title: **Facilities Maintenance & Management**

**This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.**

**This amendment is issued to reflect the following effective immediately:**

**Add GSA Memorandum (1-page attachment) to the awarded Price Agreement which was inadvertently omitted in error.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

New Mexico State Purchasing Agent

Date: 3/12/2020

**MICHELLE LUJAN GRISHAM**
GOVERNOR

**KEN ORTIZ**
CABINET SECRETARY

**MARK HAYDEN**
DIRECTOR
STATE PURCHASING DIVISION

# State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

March 9, 2020

## MEMORANDUM

To: **American Fire Protection Group**

From: Mr. Mark Hayden, State Purchasing Agent

RE: Price Agreement for **00-00000-20-00094 Facilities Maintenance & Management**

Please be advised the State Purchasing Agent is willing to establish a Price Agreement based upon your willingness to extend your GSA pricing, terms and conditions based on Federal Supply Schedule **GS-21F-0060W** to the State of New Mexico subject to the following requirements:

1. Purchases based on 13-1-129 (A)(1) NMSA 1978 do not reflect actual purchases from a General Services Administration (GSA) contract, the vendor must agree to remit the 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.

2. Along with submitting the required fee, the vendor must also agree to, and actually supply the State of New Mexico, State Purchasing Division a quarterly usage report broken out, at a minimum, to the state agency and local public body level in accordance with the following schedule:

| Period End | Report Due |
|---|---|
| September 30 | October 31 |
| December 31 | January 31 |
| March 31 | April 30 |
| June 30 | July 31 |

If you agree to the above conditions please sign at the space provided below and email back to **sandrar.lujan@state.nm.us**. If you have any further concerns please contact **Sandra Lujan at 505-827-0242.**

By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

American Fire Protection Group
Company Name

Robert Thompson
Print Name

Service Leader
Title

Signature

3/11/2020
Date

# State of New Mexico
# General Services Department

## Statewide Price Agreement

**Awarded Vendor**
**0000127391**
**American Fire Protection Group**
**8904 Adams St. NE**
**Albuquerque, NM 87109**

**Telephone No. 505-298-8012**
**Email: Robert.thompson@afpgusa.us**

Price Agreement Number: **00-00000-20-00094**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: **Sandra Lujan**

Telephone No.: **505-827-0242**
**Email: sandrar.lujan@state.nm.us**

**Invoice:**

**As requested by User**

Title: **Facilities Maintenance & Management**

Term: **March 4, 2020 thru January 7, 2025**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

New Mexico State Purchasing Agent

Date: 03/03/2020

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
**sl** RR

Establish a Price Agreement based on GSA Contract # **GS-21F-0060W** for description.

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

| Period End | Report Due |
|---|---|
| September 30 | October 31 |
| December 31 | January 31 |
| March 31 | April 30 |
| June 30 | July 31 |

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

| Item | Approx Qty | Unit | Article and Description | Unit Price |
|---|---|---|---|---|
| 001 | 1 | Ea. | (Facilities Maintenance & Management per) | |

**(GS-21F-0060W)**

*** 1 Item Total ***

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2021

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: Willis Towers Watson Certificate Center | |
|---|---|---|
| Willis Towers Watson Midwest, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378 |
| | E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Zurich American Insurance Company | 16535 |
| INSURED<br>American Fire Protection Group, Inc.<br>8904 Adams St. NE.<br>Albuquerque, NM 87113 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** W20060575 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | GLO 8902940-01 | 12/31/2020 | 12/31/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 2,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BAP 8488453-01 | 12/31/2020 | 12/31/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: No<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 8902941-01 | 12/31/2020 | 12/31/2021 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 5,000,000<br>$ 5,000,000<br>$ 5,000,000 |

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

This Voids and Replaces Previously Issued Certificate Dated 12/15/2020 WITH ID: W19289818.

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

**CERTIFICATE HOLDER**

City of Santa Fe Transit Division
2931 Rufina
Santa Fe, NM 87505

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Kit J. Hoover

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# Blanket Notification to Others of Cancellation or Non-Renewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 8902940-01 | 12/31/2020 | | | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within ten days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



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# Commercial Auto Insurance

## Endorsement

Insurance for this coverage is provided by: **Zurich American Insurance Company**

Policy Number: **BAP 8488453-01**

# Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within ten days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# Endorsement

ZURICH

| Policy No. | Eff. Date of Pol | Exp. Date of Pol. | Eff. Date of End | Producer | Add'l Prem | Return Prem |
|---|---|---|---|---|---|---|
| WC 8902941-01 | 12/31/2020 | | | | | |

## WORKERS COMPENSATION AND EMPLOYERS LIABLITY INSURANCE POLICY

### BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

### PART SIX
### CONDITIONS

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within ten days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

# Endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** AMERICAN FIRE PROTECTION GROUP
DBA: AMERICAN FIRE PROTECTION GROUP

**Business Location:** 3766 HAWKINS ST NE
ALBUQUERQUE, NM 87109

**CRS Number:** 03-242279-00-2

**Owner:** JEFF CROUCH

**License Number:** 224159

**License Type:** Business License - Renewable

**Issued Date:** January 20, 2021

**Classification:** Out of Jurisdiction Contractor - Specialty

**Expiration Date:** January 20, 2022

**Fees Paid:** $10.00

AMERICAN FIRE PROTECTION GROUP
P.O. BOX 74008409 NE
CHICAGO, IL 60674-8409

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
## Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor American Fire Protection Group, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $271,093.75

Termination Date: June 30, 2024

☑ Approved by Council Date: May 28, 2020

☐ or by City Manager Date:

**Contract is for:** Annual Fire Monitoring, Inspections, Repair and Maintenance Services

Amendment # 1 to the Original Contract# #20-0233 Munis 320182

Increase/(Decrease) Amount $ $63,274.06

Extend Termination Date to:

☑ Approved by Council Pending

☐ or by City Manager Date:

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 271,093.75 of original Contract# 3201821 Termination Date: 6/30/2024

Reason: Annual Fire Monitoring, Inspections, Repair and Maintenance Services

Amount $ 63,274.06 amendment # 1 Termination Date: 6/30/2024

Reason: To increase City building Inspections, Repairs and Installations

Amount $ amendment # Termination Date:

Reason:

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ $334,367.81

# City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other SPA# 00-00000-20-00094

6 **Procurement History:** Second year (4) year contract
example: (First year of 4 year contract)

Fran Dunaway (May 6, 2021 8:31 MDT)

**Purchasing Officer Review**

**Comments or Exceptions:** Amendment #1 to increase for FY21- to existing City Contract exp: 3/30/24

7 **Funding Source:** GRT Reallocation **BU/Line Item:** 3359980.520100

Andy Hopkins (May 4, 2021 13:41 MDT)

**Budget Officer Approval**

**Comments or Exceptions:** _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

10 **Certificate of Insurance attached.** (if original Contract) ☑

**Submit to City Attorney for review/signature**
**Forward to Finance Director for review/signature**
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

**Comments:**

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: American Fire Protection Group, Inc.

Procurement Title: Amendment #1 to Service Contract #20-0233 in the amount of $63,274.06

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 Facilities Staff Name Curt Temple

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

| Curt Temple | Project Administrator | 2/22/2021 |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| Fran Dunaway<br>Fran Dunaway (May 6, 2021 08:31 MDT) | Chief Procurement Officer | May 6, 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, New Mexico
## Memorandum

**DATE:** **May 18, 2021**

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

**VIA:** **Jarel LaPan Hill, City Manager**
**Mary McCoy, Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Richard Brown, Community Development Director**

**FROM:** **Randy Randall, Tourism Santa Fe Director**

---

**ITEM AND ISSUE:**
Request for the Approval of Amendment #4 to the PSA with Certified Folder Display Service, Inc. in the Total Amount of $50,000 for distribution of the official Santa Fe Visitor's Guide for Tourism Santa Fe for FY22.

**BACKGROUND AND SUMMARY:**

Tourism Santa Fe selected Certified Folder Display Services through RFP #18/36/P to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will distribute the visitor guide to promote Santa Fe to the Albuquerque, Texas, Phoenix, Denver and some parts of Southern California by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located in the target areas. Amendment #4 will extend the term and compensation amount for FY22.

**PROCUREMENT METHOD:**

The procurement method was an RFP '18/36/P which resulted in the approval of contract #18-0598.

**CONTRACT NUMBER:**
The Munis contract number is 3200265.

**FUNDING SOURCE:**
**Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Service Contracts – 510310 - $50,000.**

**ACTION REQUESTED:**
TOURISM Santa Fe respectfully requests your review and approval of Amendment #4 to the Professional Services Agreement with Certified Folder Display Services.

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # 3200265

Contractor: Certified Folder Services

Description: Distribution of the official Santa Fe Visitor's Guides to surrounding areas in FY22.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 7/1/21 Term End Date: 6/30/22

☐ Approved by Council Date: _____

**Contract / Lease:** Amendment #4 to contract with Certified Folder Services for FY22

Amendment # 4 to the Original Contract / Lease # 18-0598

Increase/(Decrease) Amount $ 50,000

Extend Termination Date to: 6/30/22

☐ Approved by Council Date: _____

**Amendment is for:** FY22, $50,000

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

FY19 - RFP 18/36/P - #18-0598 - $44,851.51 &
Amend #1 #19-0288 increase compensation in FY19 to $48,118
FY20 - #19-0448 - Amendment #2 - $50,000
FY21 - #20-0466 - Amendment #3 - $45,000

3. Procurement History: _____

Fran Delaway (May 27, 2021 20:09 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: A # 3 FY 22 increase to comp & final year of agreement

4. Funding Source: TSF/VSF Service Contracts Org / Object: 2130521.510310

Andy Hopkins (May 27, 2021 09:44 MDT) May 27, 2021

Budget Officer Approval: Date:

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: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Certified Folder Services

Procurement Title: Distribution of the official Santa Fe Visitor's Guide

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, Marketing Director

**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 — Jordan Guenther (May 20, 2021 06:22 MDT) — May 20, 2021

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

Fran Dunaway — Fran Dunaway (May 27, 2021 20:09 MDT) — Chief Procurement Officer — May 27, 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.

*

Contract No.18-0548
Munis No. 3200265

CITY OF SANTA FE
CONTRACT AMENDMENT No. 4

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., 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 **fifty thousand dollars ($50,000)**, such compensation not to exceed **$50,000** 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 # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed two hundred thirty seven thousand nine hundred and sixty nine dollars and fifty one cents ($237,969.51). 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.**

5. **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, 2022**, unless terminated pursuant to the Contract.

**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:_____
Khristine Bustos Mihelcic, City Clerk

City Attorney's Office

By: Marcos Martinez _____ Date: May 12, 2021
Marcos Martinez (May 12, 2021 10:04 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: May 13, 2021
Jay Anderson (May 13, 2021 18:01 MDT)
Jay Anderson, District Sales Manager

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: #02044154001
Business License Number: #21-00124182

BU/Line Item: 2130521.510310 AJH
AJH

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** CERTIFIED FOLDER DISPLAY SERVICE INC
DBA: CERTIFIED FOLDER DISPLAY SERVICE INC

**Business Location:** 1120 JOSHUA WAY
VISTA, CA 92081

**CRS Number:** 02044154001

**Owner:** JANINE PACE

**License Number:** 227310

**License Type:** Business License - Renewable

**Issued Date:** March 11, 2021

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** March 11, 2022

**Fees Paid:** $10.00

CERTIFIED FOLDER DISPLAY SERVICE INC
1120 JOSHUA
VISTA, CA 92081

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2020

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

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

| | |
|---|---|
| PRODUCER<br>McGriff Insurance Services<br>4480 Willow Road Suite 110<br>Pleasanton CA 94588 | CONTACT NAME: Ligia Hubbell<br>PHONE (A/C, No, Ext): (925) 598-2038 FAX (A/C, No): 888-770-1945<br>E-MAIL ADDRESS: LHubbell@mcgriffinsurance.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Travelers Property Casualty Co of America — 25674 |
| INSURED<br>Certified Folder Display Service, Inc.<br>1120 Joshua Way<br>Vista, CA 92081-7835 | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 361265179 **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 | Y | Y | 6303A285929TIL20 | 6/29/2020 | 6/29/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | 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 [X] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | Y | 8101N46878220 | 6/29/2020 | 6/29/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | CUP5J85948920 | 6/29/2020 | 6/29/2021 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | Y | UB7K32580220 | 6/29/2020 | 6/29/2021 | 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 |
| | | | | | | | | |

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

Certificate Holder is an Additional Insured with regards to the General Liability policy per the attached endorsement form CGD4580219 and Auto policy per the attached endorsement form CAT3530215.

Waiver of Subrogation applies to the General Liability policy per the attached endorsement form CGD4580219 and Auto Policy per the attached endorsement form CAT3530215 and Workers Compensation per endorsement form WC000313.

This insurance is primary or primary and non-contributory per the attached endorsement form CGT1000219.

See Attached...

**CERTIFICATE HOLDER**

City of Santa Fe
2651 Siringo Road, Bldg. H
Attn. Shirley Rodriguez, Purchasing Officer
Santa Fe, NM 87505

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| McGriff Insurance Services | | Certified Folder Display Service, Inc.<br>1120 Joshua Way<br>Vista, CA 92081-7835 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The attached forms apply as required per written contract or written agreement between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached forms may not be applicable.



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Item# 20-0466
Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., 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 **forty five thousand dollars ($45,000)**, such compensation not to exceed **$45,000** 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 # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eighty seven thousand nine hundred and sixty nine dollars and fifty one cents ($187,969.51). 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.**

5. 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 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 Attorneys Office:

By: Marcos Martinez Date: Sep 15, 2020
Marcos Martinez (Sep 15, 2020 10:13 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: Mary McCoy Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:

By: See Attached Date: _____
Jay Anderson, District Sales Manager

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: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310

**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: Jay Anderson Date: 8/10/2020
Jay Anderson, District Sales Manager

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: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310 AL

# TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #3 for Certified Folder Display Service, Inc.

ITEM:

Request for approval of Amendment #3 to the PSA with Certified Folder Display Service, Inc. in the amount of $45,000 for brochure display and distribution in the surrounding areas, including delivery charges to Certified locations. This amendment is for FY 2021, and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Tourism Santa Fe selected Certified Folder Display Services through RFP #18/36/P to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will promote Santa Fe to the Albuquerque and Texas areas by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located around the following targeted cities: Albuquerque, Amarillo, Lubbock, Midland, El Paso, Dallas, and Houston. Amendment #3 will extend the term and compensation amount for FY21.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Certified Folder Display Service, Inc. Funds will be taken from 2130521.510310 in the amount of $45,000.

Munis Contract Number: 3200265

ITEM # 19-0448

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., 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 **fifty thousand dollars ($50,000)**, such compensation not to exceed **$50,000** 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 # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred forty two thousand nine hundred and sixty nine dollars and fifty one cents ($142,969.51). 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.**

5. **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, 2020**, unless terminated pursuant to the Contract. There is an option to renew for up to two additional years.

**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: 6/13/19
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 6-19-19
Yolanda Y. Vigil, City Clerk
CC mtg. 6/12/2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/20/19
Jay Anderson, District Sales Manager

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: #02044154001
Business License Number: #19-00124182

BU/Line Item: 22108.510310

ITEM # 19-0288

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc. 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**

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Eight Thousand One Hundred Eighteen Dollars ($48,118.00), inclusive of applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

**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: 4/10/19
Erik J. Litzenberg, City Manager

Attest:

By: Yolanda Y. Vigil Date: 4-19-19
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: 3/22/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 4/9/19
Mary McCoy, Finance Director

Contractor:
Certified Folder

By: Jay Anderson Date: 4/18/19
Name & Title District Sales Manager

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.

22108.510310
BU & line

02044154001
CRS NUMBER
19-00124182
BUSINESS REG #

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1899

**CORPORATE OFFICE:** 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

# DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
FEDERAL TAX ID:
REF: 18-0108829

ADVERTISER ID: 127010
PO NUMBER:

**SHIP TO:**
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street
NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

**BILL TO:**
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street
NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

**RENEWAL**

DATE: 05/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

**NAME OF BROCHURE / PUBLICATION:** Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

| CODE | DISTRIBUTION PROGRAM AREA | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER2M | GOVT | RACKLOC | NET FEE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1-VM-12-SW/AL | Albuquerque/I-40 -Magazines | 163 | 07/01/21 | 06/30/22 | 810.00 | 12 | 9,720.00 | -1,044.90 | -433.76 | -412.07 | 7,829.28 |
| 1-VM-12-SW/AM | Amarillo - Magazines | 78 | 07/01/21 | 06/30/22 | 390.00 | 12 | 4,680.00 | -503.10 | -208.85 | -198.40 | 3,769.65 |
| 1-VM-12-SW/LU | Lubbock - Magazines | 80 | 07/01/21 | 06/30/22 | 390.00 | 12 | 4,680.00 | -503.10 | -208.85 | -198.40 | 3,769.65 |
| 1-VM-12-SW/MO | Midland - Magazines | 130 | 07/01/21 | 06/30/22 | 645.00 | 12 | 7,740.00 | -832.05 | -345.40 | -328.13 | 6,234.42 |
| 1-VM-12-SW/EP | El Paso Area - Magazines | 114 | 07/01/21 | 06/30/22 | 480.00 | 12 | 5,760.00 | -619.20 | -257.04 | -244.19 | 4,639.57 |
| 1-CI-12-SW/HO | Houston-Corporate-Magazines | 36 | 07/01/21 | 06/30/22 | 175.00 | 12 | 2,100.00 | -225.75 | -93.71 | -89.03 | 1,691.51 |
| 1-VM-11-CN/OKC | Oklahoma City - Modified | | 07/01/21 | 06/30/22 | 0.00 | 12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 1-VM-12-R/D | Denver - Magazines | 247 | 07/01/21 | 06/30/22 | 875.00 | 12 | 10,500.00 | -1,128.75 | -468.56 | -445.13 | 8,457.55 |
| 1-VM-11-SW/AR | Arlington -Modified | | 07/01/21 | 09/30/21 | 225.00 | 3 | 675.00 | -72.56 | -30.12 | -28.62 | 543.70 |
| 1-CI-12-R/C | Denver/Colorado Springs Corporate - Magazin | 37 | 07/01/21 | 06/30/22 | 135.00 | 12 | 1,620.00 | -174.15 | -72.29 | -68.68 | 1,304.88 |
| 1-VM-12-SW/F | Arizona I-40/Grand Canyon - Magazines | 241 | 07/01/21 | 02/28/22 | 860.00 | 8 | 6,880.00 | -739.60 | -307.02 | -291.67 | 5,541.71 |
| 1-CI-12-SW/P | Phoenix Area-Corporate-Magazines | 52 | 07/01/21 | 02/28/22 | 270.00 | 8 | 2,160.00 | -232.20 | -96.39 | -91.57 | 1,739.84 |
| 1-CI-12-SW/DAL | Dallas Corporate - Magazines | 39 | 10/01/21 | 06/30/22 | 205.00 | 9 | 1,845.00 | -198.34 | -82.33 | -78.22 | 1,486.11 |
| 2-VT-TB-SW/NM | VTips Top Banner Ad - New Mexico | 1 | 07/01/21 | 06/30/22 | 0.00 | 12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**CERTIFIED FOLDER DISPLAY SERVICE, INC.** SINCE 1999

**CORPORATE OFFICE:** 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

# DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010

**SHIP TO:**
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID: REF: 18-0108829
PO NUMBER:

**BILL TO:**
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

**RENEWAL**

DATE: 05/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

**NAME OF BROCHURE / PUBLICATION:** Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

| CODE | DISTRIBUTION PROGRAM AREA | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER2M | GOVT | BACKLOC | NET FEE |
|---|---|---|---|---|---|---|---|---|---|---|---|

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE: 47,007.87
APPLICABLE SALES TAX: 587.20
TOTAL FEE: 47,595.07

## APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

## APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

Print Date: May 07, 2018 at 12:53 PM

## MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

| Jun | Jul | Aug | Sept | Oct | Nov |
|---|---|---|---|---|---|
| 4,281.74 | 4,281.74 | 4,281.75 | 4,265.63 | 4,265.63 | 4,265.63 |
| **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** |
| 4,265.63 | 4,265.66 | 3,355.44 | 3,355.44 | 3,355.44 | 3,355.30 |

**TERMS.** The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL PREPAID FEE

TOTAL NET FEE: 47,007.87
0.00
SUBTOTAL: 47,007.87
APPLICABLE SALES TAX: 587.20
47,595.07

All fees billed 30 days in advance of service
White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson



CF07DDIS rev. 10/29/16

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

w) Request for Approval of Amendment #4 to PSA with Certified Folder in the amount of $50,000 for distribution of the official Santa Fe Visitor's Guide for FY22. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

| **Committee** | **Review** |
|---|---|
| Finance Committee: | 06/21/2021 |
| Public Works and Utilities: | 06/28/2021 |
| Governing Body: 06/30/2021 | |

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

x) Request for Approval of Amendment #3 to PSA with Lou Hammond in the amount of $125,000 for Public Relations Services for Tourism Santa Fe for FY22 (Randy Randall, TOURISM SF Director, rrandall@santafenm.gov, 505/955-6209)

| **Committee** | **Review** |
|---|---|
| Finance Committee: | 06/21/2021 |
| Public Works and Utilities: | 06/28/2021 |
| Governing Body: | 6/30/2021 |

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

01/13/21

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** May 18, 2021

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

**VIA:** Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, Community Development Director Richard Brown

**FROM:** Randy Randall, Tourism Santa Fe Director Randy Randall
Randy Randall (May 24, 2021 13:57 MDT)

---

**ITEM AND ISSUE:**
Request for the Approval of Amendment #3 to the PSA with Lou Hammond & Associates in the Total Amount of $$125,000 for Public Relations services for Tourism Santa Fe for FY22.

**BACKGROUND AND SUMMARY:**

Lou Hammond was selected to provide the public relations services to Tourism Santa Fe through RFP '18/37/P. This amendment will be the fourth of a four year contract. The service fees will be $10,000 per month, with an annual amount of $5,000 for out of pocket expenses, for a grand total of $125,000 for FY22.

**PROCUREMENT METHOD:**

The procurement method was an RFP '18/37/P which resulted in the approval of contract #18-0729.

**CONTRACT NUMBER:**
The FY20 Munis contract number is 3200340.

**FUNDING SOURCE:**
**Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Service Contracts – 510310 - $125,000.**

**ACTION REQUESTED:**
TOURISM Santa Fe respectfully requests your review and approval of Amendment #3 to the Professional Services Agreement with Lou Hammond & Associates.

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # 3200340

Contractor: Lou Hammond & Associates

Description: Public Relations services for the City of Santa Fe. Annual compensation is $125,000/yr. $10,000/month plus $5,000 for out of pocket expenses.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 7/1/2021 Term End Date: 6/30/2022

☐ Approved by Council Date: _____

**Contract / Lease:** Amendment #3 for FY22

Amendment # 3 to the Original Contract / Lease # 18-0729

Increase/(Decrease) Amount $ 125,000

Extend Termination Date to: 6/30/22

☐ Approved by Council Date: _____

**Amendment is for:** FY22

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

18-0729 - Original contract for FY19 for $130,000, inc. $10,000 out of pocket expenses, RFP '18/37/P
19-0450 - Amendment #1 for FY20 for $130,000, inc. $10,000 for out of pocket expenses
20-0465 - Amendment #2 for FY21 for $125,000, inc. $5,000 for out of pocket expenses

3. Procurement History: _____

Fran Dunaway (May 31, 2021 13:32 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend #3 final for 4 year term -EXP 6/30/22

4. Funding Source: TSF/CVB/Service Contracts Org / Object: 2130521.510310

Andy Hopkins (May 26, 2021 10:10 MDT) May 26, 2021

Budget Officer Approval: Date:

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: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Lou Hammond & Associates

Procurement Title: Santa Fe Tourism Public Relations Services

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, Marketing Director

**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 Jordan Guenther (May 20, 2021 06:27 MDT) May 20, 2021

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

Fran Dunaway (May 31, 2021 13:32 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.

*

Contract No.18-0729
Munis No. 3200340

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, 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 twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000,** 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 # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed five hundred and ten thousand dollars ($510,000). 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.**

5. **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, 2022**.

**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: May 12, 2021
Marcos Martinez (May 12, 2021 11:07 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Lou Hammond Date: May 13, 2021
Lou Hammond (May 13, 2021 09:47 EDT)
Lou Hammond, Chairwoman/Founder

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: #03-294385-00-7
Business License Number: #21-00126219

BU/Line Item: 2130521.510310 AJH
AJH

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** LOU HAMMOND & ASSOCIATES INC
DBA: LOU HAMMOND & ASSOCIATES INC

**Business Location:** 900 3RD AVE STE 200
NEW YORK , NY 10022

**Owner:** LOU HAMMOND

**License Number:** 227318

**Issued Date:** May 12, 2021

**Expiration Date:** May 12, 2022

**CRS Number:** 03294385007

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** $10.00

LOU HAMMOND & ASSOCIATES INC
900 3RD AVE STE 200
NEW YORK, NY 10022

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2021

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: Karen Ferrara, CISR | |
|---|---|---|
| C. T. Lowndes - Mt. Pleasant Office<br>966 McCants Dr.<br>Mt. Pleasant SC 29464 | PHONE (A/C, No, Ext): (843) 884-3159 | FAX (A/C, No): (843) 881-8891 |
| | E-MAIL ADDRESS: kferrara@ctlowndes.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Lou Hammond & Associates Inc<br>145 King St<br>Suite 411<br>Charleston SC 29401 | INSURER A: Ohio Security - Montgomery | 24082 |
| | INSURER B: Ohio Casualty | 24074 |
| | INSURER C: Continental Casualty - CNA | 20443 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 2021 GL, UMB, E&O **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | BZS55609265 | 07/12/2020 | 07/12/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BZS55609265 | 07/12/2020 | 07/12/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | USO55609265 | 07/12/2020 | 07/12/2021 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 5,000,000<br>$ 5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | No Coverage Provided | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | Errors & Omissioins | | | 596361873 | 08/28/2019 | 08/28/2021 | | $2,000,000 |

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

Those usual to the insureds operation.

**CERTIFICATE HOLDER**

City of Santa Fe
Conventions & Visitors Bureau
201 West Marcy St
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

Willard A. Silcox III

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The ACORD name and logo are registered marks of ACORD

Item# 20-0465
Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, 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 twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000**, 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 # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred and eighty five thousand dollars ($385,000). 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.**

5. **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: _____ Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC

City Attorney's Office:

By: Marcos Martinez _____ Date: _____
Marcos Martinez (Sep 15, 2020 10:06 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:

By: See Attached _____ Date: _____
Lou Hammond, Chairwoman/Founder

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: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521.510310

**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: 8-7-20
Lou Hammond, Chairwoman/Founder

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: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521.510310 AL

# TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #2 for Lou Hammond & Associates

ITEM:

Request for approval of Amendment #2 to the PSA with Lou Hammond & Associates for FY 2021. This will be for Public Relations services for Tourism Santa Fe. Annual compensation for FY 2021 will be $125,000.00 and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Lou Hammond was selected to provide the Public Relations services to Tourism Santa Fe through RFP '18/37/P. The service fees will be $10,000 per month, with an annual amount of $5,000 for out of pocket expenses, for a grand total of $125,000.00 per year. Amendment #2 is to extend the term and increase the compensation amount for FY2021.

REQUESTED ACTION:

Approval of Amendment #2 to the Professional Services Agreement with Lou Hammond & Associates. Funds will be taken from 2130521.510310 in the amount of $125,000.00.

MUNIS CONTRACT #: 3200340

# City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Lou Hammond & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $130,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: June 27, 2018

☐ or by City Manager Date:

Contract is for: TSF Public Relations Services for FY 2019

Amendment # 2 to the Original Contract# 18-0729

Increase/(Decrease) Amount $ $125,000.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council

☐ or by City Manager Date:

Amendment is for: TSF Public Relations Services for FY 2021

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 130,000.00 of original Contract# 1 to #18-0729 Termination Date: 6/30/2020

Reason: Public Relations Services for FY 2020

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $390,000.00

## City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 18/37/P Date: March 14, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 3 of 4 years
example: (First year of 4 year contract)

Fran Dunaway (Jul 3, 2020 08:18 MDT)

**Purchasing Officer Review**

**Comments or Exceptions:** ITB issued-Year 3 of a 4 yr. contract

7 **Funding Source:** VSF Service Contracts **BU/Line Item:** 213052 / 510310

Alexis Lotero (Jul 31, 2020 10:11 MDT)

**Budget Officer Approval**

**Comments or Exceptions:** _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Antoinette Armijo-Rougemont

Phone # x6210

10 **Certificate of Insurance attached.** (if original Contract) ☑

**Submit to City Attorney for review/signature**
**Forward to Finance Director for review/signature**
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

**Comments:**

# CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Lou Hammond & Associates

Procurement Title: Santa Fe Tourism Public Relations Services

Solicitation RFP#: '18/37/P

Department Requesting/Staff Member TOURISM Santa Fe/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) |
| ☐ | ☑ | Departments Recommendation of Award Memo addressed to Finance |
| ☐ | ☑ | Evaluation Committee Report |
| ☐ | ☑ | BAR |
| ☐ | ☑ | FIR |
| ☑ | ☐ | Contract, Agreement or Amendment |
| ☑ | ☐ | Current Business Registration and CRS numbers on contract or agreement |
| ☑ | ☐ | Summary of Contract |
| ☑ | ☐ | Certificate of Insurance |
| ☐ | ☐ | Other: |

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

9/3/20
Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR RFP FILE*** in original file

| YES | N/A | |
|---|---|---|
| ☐ | ☑ | Final RFP Document |
| ☐ | ☑ | Copy of legal solicitation published in the newspaper, website, etc. |
| ☐ | ☑ | All addendums |
| ☐ | ☑ | Plan holders list |
| ☐ | ☑ | Copies of all RFP submittals |
| ☐ | ☑ | Complete evaluation score sheets |
| ☐ | ☑ | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| ☐ | ☑ | Oral presentations (sign-in sheets, presentation materials, etc.) |
| ☐ | ☑ | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| ☐ | ☑ | Reference Reviews/Reference Check Questionnaires |

| | | |
|---|---|---|
| ☐ | ☐ | Pricing evaluation |
| ☐ | ☐ | Final overall evaluation matrix or summary of evaluator scores |
| ☐ | ☐ | Other: _____ |

**AWARD***

| YES | N/A | |
|---|---|---|
| ☑ | ☐ | Fully executed Memo to Committees from the Department with recommendation of award |
| ☐ | ☐ | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| ☐ | ☐ | Contract Award Notice |
| ☐ | ☐ | Email or notification sent to all Proponent(s)/Offerors that award was made |
| ☐ | ☐ | Waiver or "No Action Taken" from Procurement Office |
| ☐ | ☐ | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| ☐ | ☐ | Other: _____ |

**DISCLOSURES***

| YES | N/A | |
|---|---|---|
| | | **Contractor Disclosures & Conflicts of Interest** |
| ☐ | ☐ | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| | | **Contractor –Conflicts of Interest** |
| ☐ | ☐ | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| ☐ | ☐ | Conflict of Interest Form signed by all parties |
| ☐ | ☐ | Letter from Procurement Office regarding the potential conflict |
| | | **Subcontractor Disclosures** |
| ☐ | ☐ | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| | | **Subcontractor –Conflicts of Interest** |
| ☐ | ☐ | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| ☐ | ☐ | Conflict of Interest form signed by all parties |
| ☐ | ☐ | Letter from Legal Office regarding the potential conflict |
| ☐ | ☐ | Other: _____ |

**CONTRACT***

| YES | N/A | |
|---|---|---|
| ☑ | ☐ | Copy of Executed Contract |
| ☑ | ☐ | Copy of all documentation presented to the Committees |
| ☐ | ☑ | Finalized Council Committee Minutes |
| ☐ | ☐ | Other: _____ |

**MISCELLANEOUS FILE*** In original file

| YES | N/A | |
|---|---|---|
| ☐ | ☐ | Local Preference Form |
| ☐ | ☐ | New Mexico Residence Form |
| ☐ | ☐ | Veterans Exemption |
| ☐ | ☐ | Other: _____ |

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

**PROTEST (If applicable)***

•

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Documentation from protester filed with the Purchasing Office |
| ☐ | ☒ | Letter from Department to Purchasing Office Providing response to protest |
| ☐ | ☒ | Letter from Purchasing Officer to protester and Department on final outcome |
| ☐ | ☐ | Other: _____ |

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

| YES | N/A | |
|---|---|---|
| ☐ | ☒ | Original proposal (s) with no redactions |

Jordan Guenther, Marketing Director

Department Rep Printed Name and Title

For Jordan Guenther

Department Rep Signature attesting that all information included

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2020

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

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

| | | |
|---|---|---|
| PRODUCER<br>C. T. Lowndes - Mt. Pleasant Office<br>966 McCants Dr.<br>Mt. Pleasant SC 29464 | CONTACT NAME: Karen Ferrara, CISR<br>PHONE (A/C, No, Ext): (843) 884-3169 FAX (A/C, No): (843) 881-6891<br>E-MAIL ADDRESS: kferrara@clowndes.com | |
| INSURED<br>Lou Hammond & Associates Inc<br>145 King St<br>Suite 411<br>Charleston SC 29401 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Ohio Security - Montgomery | 24082 |
| | INSURER B: Ohio Casualty | 24074 |
| | INSURER C: Continental Casualty - CNA | 20443 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 19-20 GL, UMB, E&O REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | BZS55609295 | 07/12/2019 | 07/12/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY<br>☒ HIRED AUTOS ONLY<br>☐ SCHEDULED AUTOS<br>☒ NON-OWNED AUTOS ONLY | | | BZS55609295 | 10/10/2019 | 07/12/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | ☒ UMBRELLA LIAB ☒ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☒ RETENTION $ 10,000 | | | USO55609295 | 07/12/2019 | 07/12/2020 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | COVERAGE NOT PROVIDED | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$<br>$ |
| C | ERRORS & OMISSIONS | | | 596361673 | 08/28/2019 | 08/28/2021 | | $2,000,000 |

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

Those usual to the insureds operation.

CERTIFICATE HOLDER

City of Santa Fe
Conventions & Visitors Bureau
201 West Marcy St
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

Willard A. Lilcatt

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**ACTION SHEET**
**ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020**
**FOR CITY COUNCIL MEETING OF 09/09/2020**

**ISSUE:**
Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the amount of $125,000 for Public Relations Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

**COMMITTEE REVIEW:**
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

**QUALITY OF LIFE COMMITTEE ACTION:** pulled for discussion by Councilor Villarreal. Approved.

**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 08/31/2020**
**FOR CITY COUNCIL MEETING OF 09/09/20**

i) Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the amount of $125,000 for Public Relations Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

**COMMITTEE REVIEW:**
Quality of Life Committee (scheduled): 08/19/2020
Finance Committee (scheduled): 08/31/2020
Governing Body (scheduled): 09/09/2020

**FINANCE COMMITTEE ACTION:**
Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS-**

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

3-19-18

ITEM # 19-0450

Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, 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 thirty thousand dollars ($130,000), such compensation not to exceed $130,000, 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 # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed two hundred and sixty thousand dollars ($260,000). 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.

5. 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, 2020, unless terminated pursuant to the Contract. There is an option to renew for up to two more additional years.

**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: 6/18/19
Alan Webber, Mayor

Attest:

By: _____ Date: 7-8-19
Yolanda Y. Vigil, City Clerk
cc mtg. 6.12.2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/24/19
Lou Hammond, Chairwoman/Founder

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: #03-294385-00-7
Business License Number: #19-00126219

BU/Line Item: 22108.510310

ITEM # 18-0729

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Lou Hammond & Associates (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City :

A. Answer all media calls/requests from U.S. and Canada based journalists inquiring about the City of Santa and requesting media assistance from TSF.
B. Correspond in a timely manner via e-mail, phone, fax, letters, memos etc., to all media who request information about City of Santa Fe tourism.
C. Send monthly press releases and pitch communications to national media, reporters, and publications based on a TSF approved editorial calendar and as required when there is timely TSF news to distribute.
D. Recruit and assist writers with story ideas, itineraries and visits resulting in press about Santa Fe.
E. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that includes the following for each piece of coverage: publication name, clip/copy of coverage, publication date, electronic link to coverage (if available), media value and circulation or impressions.
F. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
G. In Calendar Year 2017, TSF delivered $36,000,000 in earned travel editorial media value. The Contractor is expected to generate similar and annually increasing results.
H. Coordinate and assist with all individual and group media familiarization tours. This includes developing target media list, recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation, designing invitations, managing responses and communications with participants, making flight/transportation arrangements, and preparing a press trip itinerary for participants.

I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion Contractor may be asked to accompany TSF Staff on appointments.

J. Travel as necessary and as assigned by TSF staff.

K. Work to enhance and support all TSF social media network outlets

L. The Contractor will participate in TSF creative meetings (conference calls) on a bi-weekly and quarterly basis.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred thirty thousand dollars ($130,000.00), plus applicable gross receipts taxes. Payment shall be rendered as follow:

(1) Ten thousand dollars ($10,000.00) per month service fee;

(2) Ten thousand dollars ($10,000.00) annually for out of pocket expenses.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective on July 1, 2018, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option for an annual renewal for an additional three (3) years.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date

Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured

and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
TOURISM Santa Fe
ATTN: Randy Randall
201 W. Marcy St.
Santa Fe, NM 87501

Contractor:
Lou Hammond & Associates
145 King Street, Suite 411
Charleston, SC 29401

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

LOU HAMMOND, CHAIRMAN/FOUNDER

DATE: 7-13-18

CRS#03-294385-00-7
City of Santa Fe Business
Registration # 18-00126219

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
BCC mtg. 6/27/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY 6/23

APPROVED:

FINANCE DIRECTOR 7-3-18

22108.510310
Business Unit Line Item

**Signature:** Geralyn Cardenas
Geralyn Cardenas (Sep 16, 2020 15:10 MDT)

**Email:** gfcardenas@santafenm.gov

# City of Santa Fe, New Mexico

# memo

Date June 30, 2021

To Governing Body

Via _____
Regina Wheeler, Public Works Department Director

From Sam Burnett, Interim Facilities Division Director SB

---

Item & Action

Request approval of Budget Adjustment Request (BAR) in the amount of $1,000,000.00 to move the funding for the Santa Fe Train Depot Exterior Rehabilitation Project into capital budget.

Background & Summary

The Atchison, Topeka and Santa Fe Railway Passenger Depot, now known as the Santa Fe Train Depot, is a historic building in the Santa Fe Railyard that was constructed in 1909. This building is a Contributing Historic Structure and an important historic and cultural asset to the City of Santa Fe. As a Contributing Historic Structure the City is required to maintain this building and is prohibited from performing 'demolition by neglect', which is allowing a building to fall into serious disrepair.

In 2009 the City recognized the conditions of the Santa Fe Train Depot were beginning to become severely degraded. In response to this they hired the Architect Mac Watson who conducted a Conditions Assessment of the Depot building. This service provided the City with a comprehensive Conditions Assessment Report and Preservation Plan. Unfortunately, the City was unable to allocate funding for the preservation and maintenance of the Train Depot at this time. Since then little to no maintenance has taken place at the Depot and it has fallen even farther into disrepair.

Due to the lack of consistent ongoing maintenance, the Train Depot building's overall exterior condition has deteriorated considerably more than what was documented in 2009. This means that the City is non-compliant in its responsibility to preserve this Contributing Historic Structure. Furthermore, the building has deteriorated to a degree that it now poses a risk to the public's safety. This includes but is not limited to leaks in the roof; rot and deterioration of the exposed roof decking, trusses, and support beams; the deterioration of the buildings parapets; the deterioration of the pebble-dash stucco; the deterioration of the brick behind the stucco, the deterioration and rot of the exterior wood ceilings; and the deterioration of the building's drainage systems. These issues have

become so severe that temporary shoring has been placed on the building to prevent any of the exposed wooden framing from collapsing.

In 2018 the Facilities Division CIP Project Team began working with the New Mexico State Historic Preservation Office (SHPO) and Barbara Felix Architecture and Design (BFA+D) on an assessment of the existing conditions of the Train Depot and a rehabilitation design based upon their findings.

The design work completed by BFA+D is focused on restoring both the interior and exterior of the building, improving its mechanical, electrical, and plumbing systems (MEPs) and returning it to its original historic appearance. This funding will be used to complete the first of two phases of work, which is focused on the exterior rehabilitation and MEP improvements.

This is a shovel ready project with a complete set of plans already in place. The Facilities CIP Project Team has already begun negotiations with a general contractor who holds a current State Price Agreement, Davenport Construction Management (DCM). This will allow the Facilities Team and the BFA+D to work closely with DCM on scoping and pricing, which is essential on a historic renovation project of this type and scale.

Action Requested

Please approve this BAR in the amount of $1,000,000.00 so that this project can proceed.

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works / CIP | 5/17/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Train Depot Renovation Project- Repair & Maint | 3359980 | 520100 | GRT18FMD - REP&MAINT-TRAIN DEPOT | 1,000,000 | |
| | | | | | |
| 2018 GRT Bond Premium - transfer to Bond Acquisition | 4009960 | 760335 | | 1,000,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Bond Acquisition Fund - transfer from Debt Service Fund | 3359980 | 660400 | | (1,000,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 1,000,000 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

Use of available 2018 GRT Bond Premiums to fund the Train Depot Renovation

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 400 | (1,000,000) |
| | |
| | |
| | |
| **TOTAL:** | **(1,000,000)** |

De Alva Calabaza 5/17/2021
Prepared By *{print name}* Date

J Samuel Burnett
J Samuel Burnett (May 17, 2021 10:22 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (May 17, 2021 19:29 MDT)
Department Director Signature Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins
Andy Hopkins (May 18, 2021 10:10 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

z) Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,000,000.00 from the 2018 Bond Premiums to be used for the Santa Fe Train Depot Exterior Rehabilitation Project. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 795-2491)

**Committee** **Review:**
Finance Committee: 06/21/2021
Public Works and Public Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

**FINANCE COMMITTEE ACTION:**

Approved on Discussion

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

01/13/21

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** June 16, 2021

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

**FROM:** Bernadette Salazar, HR Director

**VIA:** Jarel LaPan Hill, City Manager

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**ITEM AND ISSUE:**

Request for approval of Amendment Number Three to the Collective Bargaining Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO.

**BACKGROUND AND SUMMARY:**

The City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017 through June 30, 2020. Although the Collective Bargaining Agreement has expired, it remains in effect pursuant to the evergreen provision of the Public Employees Bargaining Act (PEBA). The parties have been renegotiating the full contract since February 2020. For FY 2022, the Governing Body approved a budget allocation for AFSCME negotiations of an amount equivalent to a 4% pay increase for AFSCME bargaining unit employees. Although negotiations for the full contract are not completed, through mutual collaboration between the AFSCME negotiating team and the City of Santa Fe Management Team, the parties were able to agree to Amendment Number Three to the Collective Bargaining Agreement, which provides for pay increases for all bargaining unit employees. Specifically, it includes all current language and adds that bargaining unit employees shall receive a 4% pay increase the first full pay period in July 2021. The parties will continue negotiations.

**ACTION REQUESTED:**

The parties respectfully request approval of Amendment Number Three to the Collective Bargaining Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO.

**AMENDMENT NO. 3 (management proposal #4)**
**TO**
**COLLECTIVE BARGAINING AGREEMENT**
**BETWEEN THE CITY OF SANTA FE AND LOCAL 3999 CITY OF SANTA FE EMPLOYEES, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 18, AFL-CIO**

**THIS AMENDMENT** is made and entered into as of this 15th day of June 2021, by and between the **City of Santa Fe**, a political subdivision of the State of New Mexico (hereinafter referred to as "the City") and **Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO (herein referred to as "the Union").**

**WHEREAS,** the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017 through June 30, 2020; and

**WHEREAS,** the Collective Bargaining Agreement has expired, however remains in effect pursuant to the evergreen provision of the Public Employees Bargaining Act, NMSA 1978, §10-7E-18(D) (2020); and

**WHEREAS,** the City and AFSCME have been negotiating a successor agreement since February 2020;

**WHEREAS,** the Governing Body approved a budget allocation for fiscal year 2022 for AFSCME negotiations of an amount equivalent to a 4% salary increase for AFSCME bargaining unit employees; and

**WHEREAS,** the fiscal year 2022 budget allocation for AFSCME negotiations is available the first full pay period in July 2021; and

**WHEREAS,** the AFSCME contract negotiations for the full contract are not completed; and

**WHEREAS,** both parties agree that although AFSCME and the City are currently negotiating a successor agreement, AFSCME employees should receive the allocated 4% salary increase; and

**WHEREAS,** the parties will continue negotiating Article 26 and the other outstanding articles recognizing this Amendment constitutes the entire allocation for fiscal year 2022; and

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **ARTICLE 26: CLASSIFICATION AND PAY PLAN** is hereby further amended to read as follows:

## ARTICLE 26 CLASSIFICATION AND PAY PLAN

Section 1 Purpose

A. The Classification and Pay Plan is intended to be employee-based as well as provide for equitable employee compensation and career growth. The plan shall also establish competitive salaries to allow the City to recruit and retain qualified employees. The expressed objectives for the Classification and Pay Plan for the City of Santa Fe are:

1. To assign appropriate range assignments based on internal equity;
2. To establish entry pay rates that respond to the need to be competitive;
3. To establish the minimum and maximum compensation values for each job; and
4. To provide pay increases which recognize employee growth, and experience on the job.

B. The Classification and Pay Plan shall define pay ranges that allow consistent salary growth for each job classification in order to recognize employee longevity, and increased knowledge, skills and abilities.

Section 2 Base Rate Pay Increase-Fiscal year 2021/2022

Bargaining Unit employees shall receive a four (4) percent pay increase effective the first full pay period in July 2021.

Section 3 Living Wage

Living Wage Increases will be addressed in accordance with the Living Wage Ordinance No. 2003-8 Section 28-1.5 B., as amended.

Section 4 Salary Survey

A. In order to verify the adequacy of the City pay levels with respect to general employment and economic conditions, the Employer shall conduct a classification and compensation survey once every 3 years for implementation in the fourth ($4^{th}$) year. Data obtained in this survey shall include salary ranges (minimum and maximum pay rates) for all classifications within the Classification and Pay Plan.

B. The Employer and the Union shall meet and review the salary survey and shall mutually agree on implementation of any revision to the Pay Plan.

Section 5 Revising and Creating Classifications; and Reorganizations

When the Employer revises existing classifications, establishes new classifications, or reorganizes, the Employer and Union shall meet within fourteen (14) calendar days prior to implementation and make any necessary provisions relating to:

- The impact of current and newly created job classifications, and salary; and
- Inclusion or exclusion in the bargaining unit.

Section 6 Right to Job Description

The Employer shall provide a written job description to the employee immediately upon hire and upon an employee's request. The Human Resources Department shall provide the Union with a copy of each job description and update when necessary.

Section 7 Temporary Upgrades

A. Employees shall not be required to perform duties of a higher classification as a regular assignment. However, when a bargaining unit employee is assigned to

temporarily work in a higher classification, the Employer shall select a bargaining unit employee based on class seniority in accordance with Article 22, Section 2.B.

B. The Employer shall compensate bargaining unit employees temporarily assigned to work at a higher classification for periods of five (5) consecutive work days or longer an increase of 10% of their wage to include all differentials and overtime pay at the rate of one-and-a-half (1½) times or the beginning wage of that classification, whichever is greater, for the duration of the reassignment. The Employer shall not alternate employees to avoid paying salary upgrade.

C. In cases where the immediate supervisor can plan in advance and assign an employee to working out of class prior to it taking effect, the immediate supervisor shall notify the Human Resources Department in writing no less than five (5) working days prior to the effective date of reassignment so that all necessary actions may be processed. Reassignments shall be effective the first day of a pay period. In cases of emergency, the immediate supervisor shall notify the Human Resources Department at the first possible opportunity.

Section 8 Request for Reclassification

A. Either the Employer, or an employee covered by this Agreement who believes that his/her actual job position is not assigned to the classification that best represents the duties assigned by the Employer, may initiate a request for a position classification review through procedures established by the Human Resources Department. Such procedures may include a desk audit of the employee's job. Employees shall request in writing such classification review through their immediate supervisor. The Employer shall forward such requests to the Human Resources Department within thirty (30) calendar days.

B. All actions related to a request for a classification review must be completed by the Employer in a period not to exceed sixty (60) calendar days from the date it was submitted to the Human Resources Department. The employee requesting the classification review shall be notified in writing by the Human Resources Department after completion of the review to inform the employee of its status (approval or disapproval), with an explanation of the decision.

Section 9 Reclassification

A. If the employee's position is subsequently assigned to a different job classification and the employee meets the minimum qualifications for that position, the employee shall be paid the appropriate salary for the new classification, effective the first day of the pay period following the date the reclassification was approved by the Human Resources Director and City Manager.

B. For the purpose of maintaining equity within the Classification and Pay Plan, a reclassification may result in a salary increase from 0 to 20% or the minimum of the new grade, whichever is greater. The percentage of salary increase shall be consistent with the other bargaining unit employees within the new classification, unless the employee is currently earning more than existing bargaining unit employees in the same position classification.

C. Under no circumstance shall a reclassification result in a reduction in an employee's pay.

Section 10 Equity Adjustments

Equity issues shall be addressed on a case-by-case basis by the Human Resources Department and the Union.

All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 3 shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties have signed their names and affixed the signature of their authorized representatives on this 15th day of June 2021.

**CITY OF SANTA FE**

ALAN WEBBER, MAYOR

**ATTEST:**

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

**CITY ATTORNEY'S OFFICE:**

Christopher W. Ryan
Christopher W. Ryan (Jun 16, 2021 14:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

**APPROVED:**

Jarel LaPan Hill
Jarel LaPan Hill (Jun 16, 2021 15:33 MDT)

JAREL LAPAN-HILL, CITY MANAGER

**AFSCME REPRESENTATIVE:**

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jun 17, 2021 09:48 MDT)

MARY MCCOY, FINANCE DIRECTOR

Gilbert Baca

GILBERT BACA, AFSCME PRESIDENT

Bernadette Salazar

BERNADETTE SALAZAR, HR DIRECTOR

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

y) Request for Approval of Amendment No. 3 to the Collective Bargaining Agreement Between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505.955.6591)

| **Committee** | | **Review** |
|---|---|---|
| Finance | Committee: | 06/21/2021 |
| Public | Works: | 06/28/2021 |
| Governing Body: 06/30/2021 | | |

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

e) CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Romero-Wirth, Councilor Cassutt)
A Resolution Relating to Income Disparity and Inequity; Authorizing the Execution of a Memorandum of Understanding with Mayors for a Guaranteed Income and the Santa Fe Community College to Assist with Launching a Pilot Project to Support Young Parents Enrolled at the Santa Fe Community College, and to Build Support for a Guaranteed Income in the City of Santa Fe. (Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, 955-6678)

| **Committee** | **Review:** |
|---|---|
| Introduced: | 06/09/21 |
| Quality of Life Committee: | 06/16/21 |
| Finance Committee: | 06/21/21 |
| Public Works and Utilities Committee: | 06/28/21 |
| Governing Body: | 06/30/21 |

**FINANCE COMMITTEE ACTION:**

Approved on Discussion

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

# City of Santa Fe New Mexico
## Memorandum

**DATE:** June 16, 2021

**TO:** Mayor Alan Webber and Governing Body
Quality of Life and Finance Committee

**FROM:** Kyra Ochoa, Community Health and Safety Department Director KO

**RE:** Mayors for a Guaranteed Income Resolution

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**EXECUTIVE SUMMARY:**
The proposed Resolution expresses the Governing Body approval for an MOA and support for a partnership with Mayors for Guaranteed Income (MGI), the Santa Fe Community College (SFCC), and the SFCC Foundation to support a pilot project that provides direct cash payments to enrolled low-income SFCC parents using funding received from MGI.

**BACKGROUND:**
The City of Santa Fe, in partnership with the Santa Fe Community Foundation and the Santa Fe Community College, applied for a $500,000 grant from MGI to pilot a guaranteed income project. The grant was awarded and will be disbursed to the Santa Fe Community College foundation, which will act as fiscal agent. The City has an opportunity to make a meaningful difference in the lives of young parents who are dedicated to improving their circumstances through education by providing a $400-$500 monthly payment that will assist 100 families for the next year.

**ACTION REQUESTED:**
Staff requests approval of the Resolution as presented.

**ATTACHMENTS:**
FIR
MOA
Resolution

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2021-__**

**INTRODUCED BY:**

Mayor Alan Webber

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

**A RESOLUTION**

**RELATING TO INCOME DISPARITY AND INEQUITY; ADOPTING A MEMORANDUM OF AGREEMENT WITH MAYORS FOR A GUARANTEED INCOME AND SANTA FE COMMUNITY COLLEGE, TO LAUNCH A PILOT PROJECT TO SUPPORT YOUNG PARENTS ENROLLED AT THE SANTA FE COMMUNITY COLLEGE AND TO BUILD SUPPORT FOR A GUARANTEED INCOME IN THE CITY OF SANTA FE.**

**WHEREAS**, Congress passed the Coronavirus Aid, Relief, and Economic Security ("CARES") Act at the end of March, 2020, which included a package of relief and stimulus programs, including $500 billion for large corporations and one-time $1,200 Economic Impact Payment ("EIP") checks to individuals; and

**WHEREAS**, Americans spent their EIP checks quickly, with most people spending the stimulus on food, rent, utilities, and debt, according to a May 14, 2021 Peterson Foundation study; and

**WHEREAS**, recognizing the importance of residents impacted by the pandemic

having cash-in-hand, the City of Santa Fe ("City") used CARES Act funding to partner with the national advocacy organization, Family Independence Initiative ("FII"), to disburse just over $3,000,000 in economic relief funds to residents ineligible for federal relief and unemployment, those facing eviction, and other City residents unable to meet basic needs due to the pandemic; and

**WHEREAS**, in December of 2020, Congress passed the second pandemic relief package, which included a $600 EIP check to most Americans; and

**WHEREAS**, the EIP checks to individuals were the primary reason that the number of persons living in poverty in the United States fell by as many as 4 million at the start of the pandemic-caused recession; and

**WHEREAS**, the EIP checks boosted the economy by increasing spending from all income levels, with the largest increase from low-income earners; and

**WHEREAS**, in March of 2021, President Biden signed the American Rescue Plan, which included a $1,400 EIP check for most Americans and $1,400 for each qualifying dependent; and

**WHEREAS**, the American Rescue Plan increased the child tax credit to $3,600 for children under age 6, and to $3,000 for children 17 and under, and the credit will be made through direct payments in 2021; and

**WHEREAS**, direct cash payments to the American people help state and local economies recover by putting more cash into local households and state budgets; and

**WHEREAS**, numerous national and international studies, including the Stockton Economic Empowerment Demonstration ("SEED") study from Stockton, CA, have been conducted that indicate the positive impact of direct cash payments on poverty, such as increases in mental and physical health, less income volatility, and increased employment rates, as described in the Center for Guaranteed Income Research Social Policy and Practice at the University of Pennsylvania's Learning Agenda for the Mayors for a Guaranteed Income ("MGI") project; and

**WHEREAS**, Santa Fe residents have been deeply impacted by the COVID-19 pandemic;

and

**WHEREAS**, the local Santa Fe economy is based in tourism and hospitality, and the COVID-19 pandemic has slowed visitation; and

**WHEREAS**, many local businesses that depend on tourism have been temporarily or permanently shuttered; and

**WHEREAS**, according to the US Census Bureau and PolicyLink/PERE, prior to the COVID-19 pandemic, 10.5% of the U.S. population was living in poverty, including 2.6% of employed people who did not have resources to cover even the most basic necessities, despite being employed; and

**WHEREAS**, according to the same study, low-wage workers have lost more jobs and wages than top earners due to the coronavirus pandemic; and

**WHEREAS**, the same study found that women account for 55% of overall net job loss since the start of the crisis;

**WHEREAS**, according to an April 2021 CDC report, workers of color are more likely to have experienced COVID-19-related unemployment, as well as higher levels of food insecurity and nearly twice as much difficulty meeting household expenses; and

**WHEREAS**, across the United States low income communities of color have historically held positions in the hospitality industry and have thus been disproportionally impacted by high levels of unemployment due to the COVID-19 pandemic; and

**WHEREAS**, many hospitality jobs make minimum wage or just over; and

**WHEREAS**, according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System, in Santa Fe County there are approximately 900 young parents of color ages 18 to 24; and

**WHEREAS,** 20% of children of color ages 0-3 have a parent between the ages of 18 and 24, and 26% of births in Santa Fe County are to mothers under age 24; and

**WHEREAS,** of these young parents, over 75% live under 200% of the federal poverty level, and 90% of their children are enrolled in Medicaid,; and

**WHEREAS**, during the pandemic, the City saw restaurants and hotels which employ many young parents close; and

**WHEREAS**, according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System, in Santa Fe County 48% of children live in households that receive SNAP and 45% of families experience a housing cost burden greater than 30% of income,; and

**WHEREAS**, nationally, African American, Hispanic/Latino, and Native American college students are disproportionately more likely to have children than college students of other racial groups according to the Institute for Women's Policy Research C404 report from 2013; and

**WHEREAS**, parenting students have a higher proportion of unmet financial need than their non-parenting peers according to the Institute for Women's Policy Research C404 report from 2013; and

**WHERAS**, parenting students (53%) are also more likely than non-parenting students (31%) to leave college without a degree, and to report financial strain as their reason for leaving. Parenting students also leave college with more debt than their peers according to the Institute for Women's Policy Research C404 report from 2013; and

**WHEREAS**, one of the challenges young student parents face is juggling both work and school to pay for school and support their families; and

**WHEREAS**, those who successfully combine educational attainment and financial stability earn higher wages at age 30 than those who do only one or those who are disconnected from work and school, according to the Urban Institute's paper "Supporting Young Parents as they Advance their Education and Careers"; and

**WHEREAS**, students who are also parents spend more time working to provide an

income for their families than engaging in school work;

**WHEREAS**, a study from the Borough of Manhattan Community College showed that student parents of young children have less time on average to study, and lower quality of study time, than student parents of older children and students without children, largely due to childcare demands, according to a 2018 article "No Time for College?", from the Journal of Higher Education; and

**WHEREAS**, these same student parents show lower rates of college persistence and credit accumulation than their peers; and

**WHEREAS**, young parents of color represent a substantial portion of families in the City of Santa Fe and disproportionately experience low-incomes and barriers to overall family wellbeing, according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System; and

**WHEREAS,** as a member of the Mayors for a Guaranteed Income("MGI"), the City and partners received a $500,000 grant and additional administrative support that would help lay the groundwork for a guaranteed income pilot in the City focusing on young parents attending the Santa Fe Community College; and

**WHEREAS,** partners in obtaining the grant funding included Mayor Webber, Santa Fe Community College President Rebecca Rowley, and the Santa Fe Community Foundation (administrator for the Early Opportunities for Young Families Project); and

**WHEREAS,** Santa Fe's pilot project is one of many being funded across the country with plans to use the compiled data to inform national policies impacting not only families in Santa Fe, but young families across the nation; and

**WHEREAS,** ongoing, direct cash payments put real money in the pockets of people across the country, and increase spending in our communities; and

**WHEREAS,** eligibility for these payments must include dependents, non-citizens,

including undocumented residents, permanent residents, and temporary visitors whose stay exceeds three months; individuals who do not have a bank account, social security number, or permanent address, people living in unincorporated territories or protectorates, and Americans living abroad; and

**WHEREAS,** in October 2020, Mayor Webber joined the Mayors for a Guaranteed Income Project ("MGI") and recognized that a pilot project of this magnitude would have a substantial impact on Santa Fe's families whose members are working to better their educational attainment; and

**WHEREAS,** Mayor Webber and the City are committed to equity and justice for the children and families of Santa Fe.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE,** that Exhibit A, Memorandum of Agreement with the Mayors for a Guaranteed Income and the Santa Fe Community College, is hereby approved and that the Governing Body commits to participating in a pilot project in partnership with Mayors for a Guaranteed Income and the Santa Fe Community College to provide a guaranteed income to one hundred young, low-income parents enrolled in certificate or degree programs at the Santa Fe Community College.

**BE IT FURTHER RESOLVED** that a goal of the guaranteed income pilot project in the City of Santa Fe is to the learn the impact of guaranteed income on young student parents who live below 200% of FPL and offers an opportunity to specifically examine the impact of guaranteed income on higher education outcomes and family wellbeing for young parents with young children; and

**BE IT FURTHER RESOLVED** that the Governing Body supports supplementing the initial $500,000 grant from MGI by raising funds from the community to provide an additional year of funding and to increase the monthly payment from $400 to $500.

**BE IT FURTHER RESOLVED** that the Governing Body encourages the City and other partners to consult with local community groups that will serve to inform the pilot project and ensure that it is relevant to our local context.

**BE IT FURTHER RESOLVED** that the Governing Body supports the City working with the University of Pennsylvania's School of Social Policy and Practice to explore the impact of a guaranteed income on young, low-income parents enrolled at SFCC as a part of a larger, national study, as is laid out in Exhibit A.

**BE IT FURTHER RESOLVED** that the Governing Body will use the outcomes of this pilot project to inform future City policies and advocate for state policies related to guaranteed income.

**BE IT FURTHER RESOLVED** that the Governing Body urges President Biden, Speaker Pelosi and Senate Majority Leader Schumer to develop a permanent, federally guaranteed income allocation that provides an income floor for all Americans.

**BE IT FURTHER RESOLVED** that the City lobbyist will promote a federally guaranteed income.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be transmitted to President Joe Biden, Senate Majority Leader Chuck Schumer, Speaker of the House Nancy Pelosi, the New Mexico Congressional Delegation, the Santa Fe Legislative Delegation, and the City lobbyist.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2020/Resolutions/Guaranteed Income Pilot Project*

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
## Guaranteed Income Pilot Project

**Mayor and Members of the City Council:**

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

**1.** On page 7, ***strike*** lines 14-15 in their entirety.

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

# City of Santa Fe New Mexico
## Memorandum

**DATE:** June 3, 2021

**TO:** Mayor Alan Webber and Governing Body
Quality of Life and Finance Committee

**VIA:** Alexis Lotero, Acting Finance Director
Fran Dunaway, Chief Purchasing Officer

**FROM:** Kyra Ochoa, Community Health and Safety Department Director KO
KO (Jun 3, 2021 12:12 MDT)

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**ITEM AND ISSUE:**
Request approval of the City to enter into a formal partnership via MOA with Mayors for Guaranteed Income (MGI), the Santa Fe Community College (SFCC) and the SFCC Foundation to support a pilot project that provides direct cash payments to enrolled low-income SFCC parents (Kyra Ochoa, Community Health and Safety Department Director, krocha@santafenm.gov, (505) 955-6603)

**BACKGROUND:**
**The City of Santa Fe, in partnership with SFCC, received a $500,000 grant from MGI to pilot a guaranteed income project in our city.** We have an opportunity to make a meaningful difference in the lives of young parents who are dedicated to improving their circumstances through education by providing a $400-$500 monthly payment that will assist 100 families. The SFCC Foundation will receive funds from MGI. They will use Steady (steadyapp.com) to distribute cash payments to participants. The city will assist with organization,

**MGI Overview:**
Mayor Michael D. Tubbs (Stockton, CA) and the Economic Security Project founded Mayors for a Guaranteed Income in June 2020. Mayors, including Mayor Alan Webber, came together in this network to implement guaranteed income projects across the country that lift all of our communities, building a resilient, just America. A guaranteed income is a monthly, cash payment given directly to individuals. It is unconditional, with no strings attached and no work requirements. A guaranteed income is meant to supplement, rather than replace, the existing social safety net and can be a tool for racial and gender equity.

**Local Community Need:**
- 75% of young families in Santa Fe are living under 200% of the federal poverty line (making less than about $50,000 for a family of 4)
- Poverty leads to a number of adverse effects including housing insecurity, lack of safe child care, lack of health care, and ultimately in reduction in length of life
- This is a cycle, with the poverty of one generation having a direct impact on the next.

- 40% of families in the US would be able to absorb a $400 surprise expense
- In 2018, graduates with an associate's degree made about $6000 more per year than students with a high school degree. They also had better health outcomes, reduced rates of welfare receipt, and decreased criminal involvement [1]
- Students who start college and came from low income families are six times less likely to have received a degree by the age of 25 than their higher income peers[2]
- "In addition, many students struggle with financial issues, and need to work while in school or have family responsibilities that require them to balance school, work, and family—or both. Work and family obligations sometimes force students to attend part time, which can again lead to a loss in momentum and decrease their likelihood of graduating." [3]

**Who will benefit from this pilot:**

- Students enrolled at Santa Fe Community College, working towards a certificate or a degree program, having taken at least one SFCC class in the past
- Have children
- Between the ages of 18 and 30 at time of application
- Earn 200% of federal poverty level or less

**How this will make a difference:**

- Assist with school costs, transportation, housing, childcare, food, and other necessities
- Allow students to concentrate on their studies
- Reduce stress and related health impacts

**How we will know if we succeeded:**

- Evaluated through a team at University of Pennsylvania School of Social Policy & Practice, Center for Guaranteed Income Research

**ACTION REQUESTED:**

The Community Health and Safety Department respectfully request your review and approval.

[1] Diana Strumbos, Donna Linderman, & Carson C. Hicks. (2018). Postsecondary Pathways Out of Poverty: City University of New York Accelerated Study in Associate Programs and the Case for National Policy. *RSF: The Russell Sage Foundation Journal of the Social Sciences, 4*(3), 100-117. doi:10.7758/rsf.2018.4.3.06

[2] Ibid

[3] Ibid

MAYORS FOR A GUARANTEED INCOME

# MEMORANDUM OF AGREEMENT

**Participants**

This MEMORANDUM OF AGREEMENT ("MOA") sets forth the understanding between the Santa Fe Community College ("SFCC"), the City of Santa Fe ("City"), and Mayors for a Guaranteed Income ("MGI"), a fiscally sponsored program of the Reinvent Stockton Foundation, (collectively "The Parties").

MGI is a network of mayors advocating for a guaranteed income to ensure that all Americans have an income floor. Started by former Mayor Michael D. Tubbs and 10 Founding Mayors in June 2020, MGI operates as a consultant, technical assistance provider, convener, and strategist, coordinating the fight for a guaranteed income and supporting task forces and demonstrations around the country.

For good and valuable consideration, the Parties agree to the following:

## I. Purpose of the MOA

A. The purpose of this MOA is to delineate the relationship between SFCC, the City, and Mayors for a Guaranteed Income. The parties recognize that due to limitations imposed by the New Mexico Constitution, Article 9, sec. 14, the City can only provide or pass through MGI donations for the care and maintenance of "indigent" persons under New Mexico law.

## II. The Parties' Obligations

A. Mayors for a Guaranteed Income:

1. Provide one-on-one technical assistance to the City, including demonstration design, fundraising, and communications support;

2. Conduct a multi-city evaluation, develop a learning agenda, and ensure that all demonstrations add to the evidence base and build towards federal policy;

    a) Will work with the City of Santa Fe and receive approval to conduct research by SFCC IRB to ensure research with human subjects are is ethical and relevant to the local community, and answers community generated questions in addition to those posed by MGI.

3. Create opportunities to elevate the voice of the City as a champion for a federal guaranteed income;

4. Provide opportunities to elevate the stories of guaranteed income recipients enrolled at SFCC; and

5. Grant $500,000 in starter funds to SFCC Foundation to assist with launching a guaranteed income demonstration (the "Funds").

B. The City of Santa Fe:

1. Develop a work plan for demonstration design and implementation (the "Work Plan"), and share with MGI for feedback. The Parties agree that any terms or conditions included in the work plan will be incorporated into this MOA, and will be bound by the terms and conditions of this MOA. Any efforts involving lobbying expenditures as defined in 26 U.S.C. 501(h) must be included in the work plan and approved by MGI prior to the expenditure being made.

    a) Disbursements to recipients to begin August, 2021. Disbursements to recipients must begin within 45 days after the grant is received. Additionally, all dollars for the demonstration must be secured before disbursements begin; and
    b) The guaranteed income demonstration must make all efforts to protect benefits and be supplemental to, rather than replace, the existing social safety net. Waivers must be secured, where possible, and recipients must receive benefits counseling; and
    c) The demonstration must serve at least 100 residents, so as to yield statistically significant and detectable research results; and
    d) Cities must make a full-faith effort to leverage additional dollars.

2. Conduct bi-weekly check-ins with the MGI team to ensure that work is coordinated. Topics for check-in include, but are not limited to: demonstration progress, ongoing media and storytelling efforts, and fundraising;

3. Participate in MGI research consortium, and be evaluated by the Center for Guaranteed Income Research at the University of Pennsylvania;

4. Participate in MGI narrative shift efforts. Mayors will accept national and local media opportunities and, recognizing the need for individuals to own and tell their stories, demonstrations will incorporate a storytelling cohort.

C. Santa Fe Community College (Fiscal Sponsor/Nonprofit Partner)

1. SFCC Foundation will use the Funds solely as described in the work plan. Funds will not be used to engage in any electioneering efforts, political activity, or other activity that is prohibited by Internal Revenue Code Section 501 (c)(3). Funds granted to SFCC Foundation by MGI will not be used to support or oppose any candidate for any local, state, or federal office, or to support any person or organization engaged in terrorist activity.

2. A breach of section II(C)(1) above will constitute a material breach of this MOA that will terminate this agreement.

3. Will nominate a research fellow on the ground to encourage participant retention in the research activities.
4. Will provide student supports to encourage student retention.

5. Will conduct independent IRB review of research protocol to protect the rights and welfare of the human subjects.

6. Based on the work plan that is developed by the City, MGI, and SFCC, SFCC Foundation will contract with an organization that has expertise in distributing direct cash payments to "indigent" persons.

## III. EFFECTIVE DATE AND TERMINATION

A. This Memorandum of Agreement shall constitute an agreement between both parties and shall remain in effect from Feb 1, 2021 through December 31, 2022.

B. MGI may in its sole discretion terminate this MOA at any time if (i) any party uses the Funds for any purpose other than as stated in the Work Plan, or (ii) any party does not complete its work as described in the Work Plan on the timeframe set out in this MOA, or (iii) any party makes any material misrepresentation in any report or other document delivered or statement made to MGI; or (iv) the Funding Agreement terminates by reason of grantor action or otherwise. If MGI takes such action, MGI will send a written notice to that effect, with the termination effective ten (10) days after sending.

C. If notice of termination as described in III(B) is sent by MGI to SFCC, upon MGI's request SFCC Foundation will repay the remaining Funds within thirty (30) days after the effective date of termination.

D. If either party materially breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the material breach. If the breaching party fails to cure said breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement effective immediately upon delivery to the breaching party of a written notice to that effect. The non-breaching party may in its reasonable discretion determine whether the breach has been cured. The Parties agree that nothing in this subsection shall limit MGI's ability to terminate this MOA at its own discretion, subject to the terms in III(B).

E. The parties agree that any breach of section II(C)(1) will terminate this MOA immediately. The Parties agree that a Party found to breach section II(C)(1) will not have an opportunity to cure said breach.

## IV. INFORMATION EXCHANGE/SHARING

A. Information will be shared between the Parties via email, fax, telephone, or mail. It is understood that, in carrying out activities under this agreement, the staff of all Parties will adhere to all applicable State and Federal laws, regulations, guidelines, and policy directives regarding privacy and the confidentiality of information.

B. The parties have agreed to the terms stated above and have authorized representatives to execute this Agreement effective on its commencement date.

## V. Miscellaneous

A. This MOA constitutes the entire agreement between the Parties and supersedes any and all prior written or oral agreements or communications regarding the subject matter of this MOA.

B. This MOA can only be amended with the signed, written consent of both Parties.

C. This MOA will be governed by the laws of the State of New Mexico, for any dispute arising out of or in relation to this MOA.

D. The Parties agree that if any provision of this MOA is found to be prohibited or unenforceable, such a finding will not invalidate any other provision of this MOA.

E. Any liability incurred by the City or SFCC/SFCC Foundation 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 SFCC/SFCC Foundation and their "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.

## VI. Signatures

**[Remainder of Page Intentionally Blank]**

**City of Santa Fe:**

Alan M. Webber, Mayor

Signature: _____

Date:_____

Attest:_____

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:_____

Senior Assistant City Attorney

Approved for Finances:_____

Mary McCoy, Finance Director

**Santa Fe Community College Representative**

Dr. Becky Rowley, President

Signature:_____

Date: 5-5-21

**MGI Representative:**

Name, Title: Sukhi Samra, Director

Signature: _____

Date: 6-2-21

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # NA

Contractor: **Mayors for Guaranteed Income (MGI) and Santa Fe Community College (SFCC)**

Description: **MOA to formalize a partnership between MGI and SFCC for a pilot guaranteed income study.**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **08/2021** Term End Date: **NA**

☐ Approved by Council Date: _____

**Contract / Lease: Memorandum of Agreement (MOA)**

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:** **NA**

Fran Duraway (Jun 3, 2021 7:40 MDT) Jun 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **MOA** City is acting as a fiscal agent for funds

4. **Funding Source:** **NA** **Org / Object:** **NA**

Andy Hopkins (Jun 3, 2021 15:10 MDT) Jun 3, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

**FIR No. 3334**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: _____ Resolution: X

Short Title(s): **Guaranteed Income Pilot Project**

Sponsor(s): Mayor Webber

Reviewing Department(s): Community Health and Safety Department

Staff Completing FIR: Julie Sanchez Date: 06/02/21 Phone: (505) 955-6678

Reviewed by City Attorney: _____ Date: Jun 16, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jun 17, 2021

Alexis Lotero (Jun 17, 2021 16:41 MDT)

**Summary:**
**The City will work in partnership with Mayors for Guaranteed Income (MGI), the Santa Fe Community College and the college's foundation as they provide direct cash payments to enrolled low-income parents using funding received from MGI. The City will work with MGI and in support of the development of a federal guaranteed income program.**

**Departments Affected:**
**Community Health and Safety Department**

**Consequences of Not Enacting Legislation:**
**The City of Santa Fe, through the Santa Fe Community College and its foundation, will not receive $500,000 in funding for a pilot project and will not join the growing national movement of support for a federal guaranteed income program.**

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
**This Resolution does not relate to other legislation but relates to an MOA with the Santa Fe Community College – a partner in the pilot project.**

**Performance and Administrative Implications:**
**By supporting this Resolution the City of Santa Fe will join a national movement and support the work of the Mayors for Guaranteed Income (MGI). Locally, there may be a movement to build a guaranteed income into young parents striving to further their education.**

**Fiscal Implications:**
**Consultants of the Community Health and Safety Department will track and provide updates on the project, and will be paid out of the grant and fundraising. Funds will be provided from a grant and private donations. Staff time associated with the project is accordance with expected duties and will not incur additional costs.**

**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**

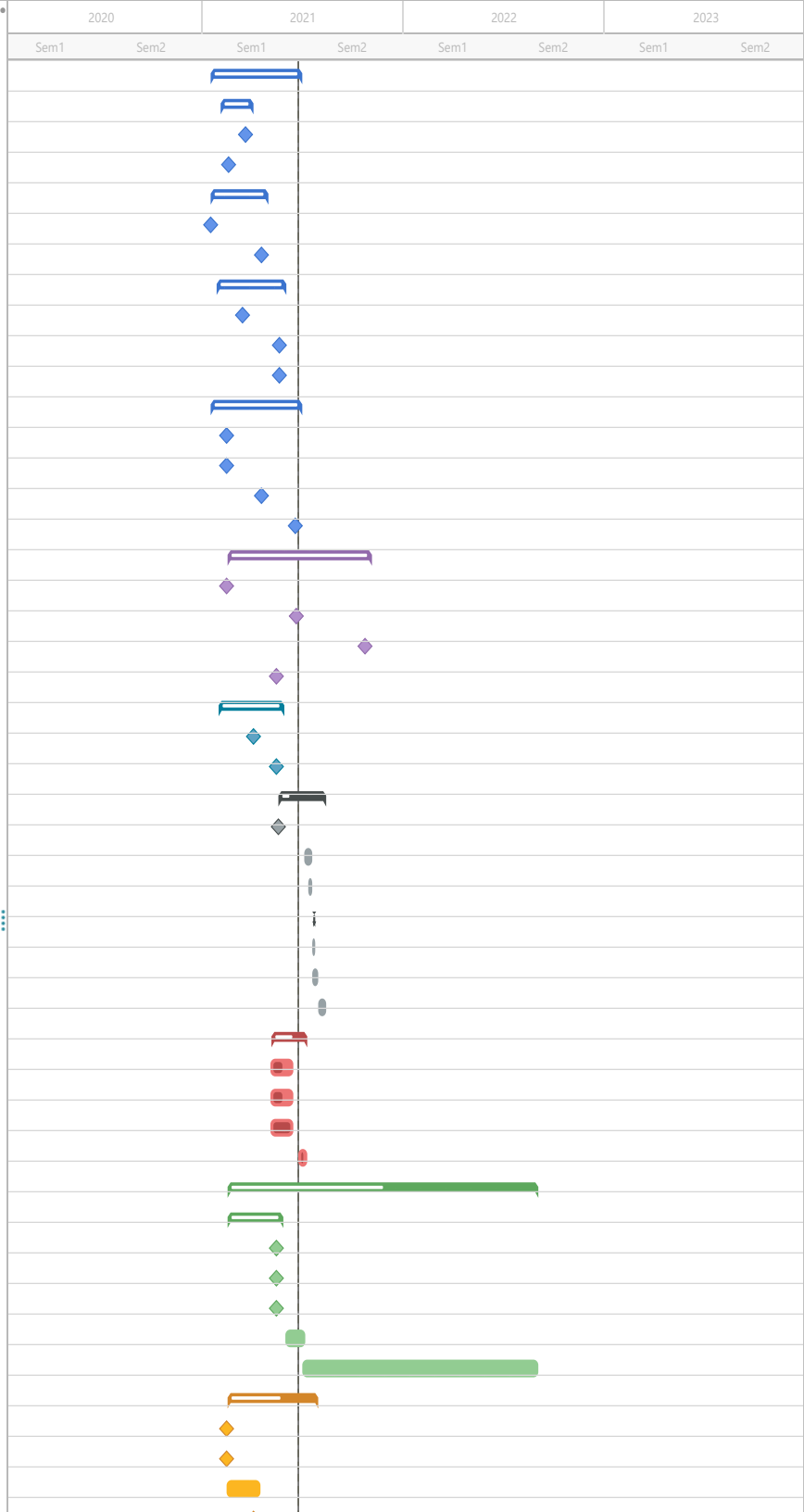
| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

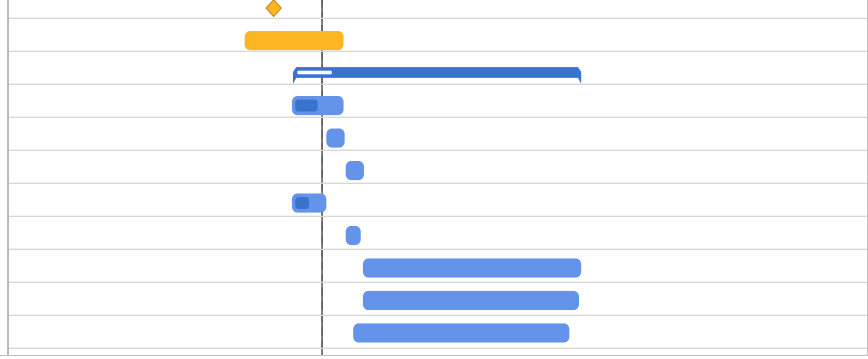
**Signature:** Kyra Ochoa
Kyra Ochoa (Jun 16, 2021 17:14 MDT)

**Email:** krochoa@santafenm.gov

| All | | Task Name | Start | End | Duration | Milestone | Completion | Priority | Assigned |
|---|---|---|---|---|---|---|---|---|---|
| 1 | | **- Planning** | **01/15/2021** | **07/01/2021** | **168 days** | ☐ | **100%** | | |
| 2 | | - Finalizing Target Demographic | 02/01/2021 | 04/02/2021 | 61 days | ☐ | 100% | | |
| 3 | | Determine the number of eligible far | 02/08/2021 | 04/02/2021 | 54 days | ☑ | 100% | | |
| 4 | | Determine core demographic | 02/01/2021 | 02/28/2021 | 28 days | ☑ | 100% | | |
| 5 | | - Financial Arrangements | 01/15/2021 | 04/30/2021 | 106 days | ☐ | 100% | | |
| 6 | | Find Fiscal Sponsor (Steady) | 01/15/2021 | 01/29/2021 | 15 days | ☑ | 100% | | |
| 7 | | Finalize Fund Distribution Partner | 01/15/2021 | 04/30/2021 | 106 days | ☑ | 100% | | |
| 8 | | - Create an outreach plan | 01/25/2021 | 06/01/2021 | 128 days | ☐ | 100% | | |
| 9 | | Make connections at SFCC | 01/25/2021 | 03/26/2021 | 61 days | ☑ | 100% | | |
| 10 | | Determine best format for outreach | 05/24/2021 | 06/01/2021 | 9 days | ☑ | 100% | | |
| 11 | | Create clear message and deliverable | 05/24/2021 | 06/01/2021 | 9 days | ☑ | 100% | | |
| 12 | | - Core Team | 01/15/2021 | 07/01/2021 | 168 days | ☐ | 100% | | |
| 13 | 1 | Define core team | 01/15/2021 | 02/26/2021 | 43 days | ☑ | 100% | | |
| 14 | | Assign tasks and roles across orgs | 02/12/2021 | 02/26/2021 | 15 days | ☑ | 100% | | |
| 15 | | Create an MOU between partners | 02/26/2021 | 04/30/2021 | 64 days | ☑ | 100% | | |
| 16 | | Recruit and hire fellow | 06/01/2021 | 07/01/2021 | 31 days | ☑ | 100% | | |
| 17 | | **- Publicity** | **02/15/2021** | **11/04/2021** | **263 days** | ☐ | **100%** | | |
| 18 | | Write press release | 02/15/2021 | 02/26/2021 | 12 days | ☑ | 100% | | |
| 19 | | Submit press release | 07/01/2021 | 07/01/2021 | 1 day | ☑ | 100% | | |
| 20 | | Interviews and other outreach | 06/24/2021 | 11/04/2021 | 134 days | ☑ | 100% | | |
| 21 | | Loop in Mayor's publicity (David Hern | 05/05/2021 | 05/28/2021 | 24 days | ☑ | 100% | | |
| 22 | | **- Legislative** | **01/29/2021** | **05/28/2021** | **120 days** | ☐ | **100%** | | |
| 23 | | Create language for city resolution | 01/29/2021 | 04/16/2021 | 78 days | ☑ | 100% | | |
| 24 | | Submit resolution to city council | 05/03/2021 | 05/28/2021 | 26 days | ☑ | 100% | | |
| 25 | | **- Application and Selection** | **05/18/2021** | **08/13/2021** | **88 days** | ☐ | **16.67%** | | |
| 26 | | Finalize application | 05/18/2021 | 06/01/2021 | 15 days | ☑ | 100% | | |
| 27 | | Invite SFCC Students to apply | 07/05/2021 | 07/19/2021 | 15 days | ☐ | 0% | | |
| 28 | | Accept applications | 07/12/2021 | 07/19/2021 | 8 days | ☐ | 0% | | |
| 29 | | - Evaluate applications to ensure there a | 07/19/2021 | 07/23/2021 | 5 days | ☐ | 0% | | |
| 30 | | If necessary, open to additional stud | 07/19/2021 | 07/23/2021 | 5 days | ☐ | 0% | | |
| 31 | | Randomize selection of students | 07/19/2021 | 07/29/2021 | 11 days | ☐ | 0% | | |
| 32 | | Inform applicants of their status | 07/30/2021 | 08/13/2021 | 15 days | ☐ | 0% | | |
| 33 | | **- Clarify benefits** | **05/05/2021** | **07/09/2021** | **66 days** | ☐ | **62.50%** | | |
| 34 | | Numbers, and how to distribute mone | 05/05/2021 | 06/14/2021 | 41 days | ☐ | 50% | | |
| 35 | | Indigence level | 05/05/2021 | 06/14/2021 | 41 days | ☐ | 50% | | |
| 36 | | Use to set fundraising goal | 05/05/2021 | 06/14/2021 | 41 days | ☐ | 100% | | |
| 37 | | Work with state to receive a benefits w | 06/24/2021 | 07/09/2021 | 16 days | ☐ | 50% | | |
| 38 | | **- Evaluation** | **02/15/2021** | **08/31/2022** | **563 days** | ☐ | **50%** | | |
| 39 | | - Determine what we want to know | 02/15/2021 | 05/28/2021 | 103 days | ☐ | 100% | | |
| 40 | | Why are we doing this? | 02/15/2021 | 05/28/2021 | 103 days | ☑ | 100% | | |
| 41 | | What will indicate success for us? | 02/15/2021 | 05/28/2021 | 103 days | ☑ | 100% | | |
| 42 | | Work with SFCC and UPenn team to in | 02/26/2021 | 05/28/2021 | 92 days | ☑ | 100% | | |
| 43 | | Go through IRB process at SFCC and U | 06/01/2021 | 07/06/2021 | 36 days | ☐ | 0% | | |
| 44 | | Follow research Protocol | 07/01/2021 | 08/31/2022 | 427 days | ☐ | 0% | | |
| 45 | | **- Fundraising** | **02/15/2021** | **07/30/2021** | **166 days** | ☐ | **60%** | | |
| 46 | | Fundraising letter | 02/15/2021 | 02/26/2021 | 12 days | ☑ | 100% | | |
| 47 | | Fundraising script | 02/15/2021 | 02/26/2021 | 12 days | ☑ | 100% | | |
| 48 | | Packet with information, with data and | 02/15/2021 | 04/16/2021 | 61 days | ☐ | 0% | | |



| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Outreach plan | 02/15/2021 | 04/16/2021 | 61 days | ☑ | 100% | | |
| 50 | | Outreach to donors | 02/15/2021 | 07/30/2021 | 166 days | ☐ | 0% | | |
| 51 | | **- Start Project** | **05/05/2021** | **09/01/2022** | **485 days** | | **12.50%** | | |
| 52 | | Create administrative checklists | 05/05/2021 | 07/30/2021 | 87 days | ☐ | 50% | | |
| 53 | | Hire on-boarding team | 07/01/2021 | 07/30/2021 | 30 days | ☐ | 0% | | |
| 54 | | On boarding with indivuduals | 08/02/2021 | 08/31/2021 | 30 days | ☐ | 0% | | |
| 55 | | Brochure for participants | 05/05/2021 | 06/30/2021 | 57 days | ☐ | 50% | | |
| 56 | | Connect treatment group with Steady | 08/02/2021 | 08/27/2021 | 26 days | ☐ | 0% | | |
| 57 | | Begin payments (estimated) | 09/01/2021 | 09/01/2022 | 366 days | ☐ | 0% | | |
| 58 | | Storytelling cohort | 09/01/2021 | 08/28/2022 | 362 days | ☐ | 0% | | |
| 59 | | Monthly meetings | 08/16/2021 | 08/12/2022 | 362 days | ☐ | 0% | | |



## Mayors for a Guaranteed Income Project

**Overview**: We have an opportunity to make a meaningful difference in the lives of young, low-income parents who are dedicated to improving their circumstances, and those of their children, through education. By matching the $500,000 grant we received from the Mayors for a Guaranteed Income project with an additional $175,000 from community fundraising, we will be able to provide up to $500 monthly payment that will assist 100 families for the next year. With additional funding, the project will be two years in duration.

**Community Need:**

- 75% of young families of color in Santa Fe are living under 200% of the federal poverty line (making less than $50,000 for a family of 4), according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System
- Poverty leads to a number of adverse effects including housing insecurity, lack of safe child care, lack of health care, and ultimately in reduction in length of life
- This is a cycle, with the poverty of one generation having a direct impact on the next. This is a chance to break that cycle.
- 40% of families in the US would be able to absorb a $400 surprise expense – and this program will provide at least $400 a month
- In 2018, graduates with an associate's degree made about $6000 more per year than students with a high school degree. They also had better health outcomes, reduced rates of welfare receipt, and decreased criminal involvement [1]
- Students who start college and came from low income families are six times less likely to have received a degree by the age of 25 than their higher income peers [2]
- "In addition, many students struggle with financial issues, and need to work while in school or have family responsibilities that require them to balance school, work, and family—or both. Work and family obligations sometimes force students to attend part time, which can again lead to a loss in momentum and decrease their likelihood of graduating." [3]

**Who will benefit from this pilot:**

- Students enrolled at Santa Fe Community College, working towards a certificate or a degree who have been enrolled in at least one class prior to the fall of 2021
- Primary caregiver for a child under 18
- Are 30 or younger at time of application
- Earn 200% of federal poverty level or less

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[1] Diana Strumbos, Donna Linderman, & Carson C. Hicks. (2018). Postsecondary Pathways Out of Poverty: City University of New York Accelerated Study in Associate Programs and the Case for National Policy. *RSF: The Russell Sage Foundation Journal of the Social Sciences, 4*(3), 100-117. doi:10.7758/rsf.2018.4.3.06

[2] Ibid

[3] Ibid

**How this will make a difference:**

- Assist with school costs, transportation, housing, childcare, food, and other necessities
- Allow students to concentrate on their studies
- Reduce stress and related health impacts

**How we will know if we succeeded:**

- We hope to see increased rates of completion of certificate program or associate's degree and other indicators of health, fiscal security, and safety
- The core survey includes measures of physical functioning, mental health, income volatility, spending, consumption, employment, education, family dynamics and parenting, stress and coping, hope and mattering, household food security, and COVID-19 variables. Other instruments specific to the local context will added to this core survey, exploring parental engagement, childcare, and social determinants of health. Participants will also be invited to participate in in-depth interviews with CGIR staff
- Part of a larger study through the Mayors for a Guaranteed Income program
- Evaluated through a team at University of Pennsylvania School of Social Policy & Practice, Center for Guaranteed Income Research

# City of Santa Fe New Mexico
## Memorandum

**Date:** June 17, 2021

**To:** Community Development Commission – 6/16/21
Quality of Life Committee – 6/16/21
Finance Committee – 6/21/21
Governing Body – 6/30/21

**Via:** Rich Brown, Director, Community Development Department

**From:** Alexandra Ladd, Director, Office of Affordable Housing AGL

**RE:** Resolution to donate parcel located at 635 Alto Street

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**EXECUTIVE SUMMARY:**
Recognizing that land acquisition and other forms of site control are significant hurdles in the development process and that developing affordable units is financially challenging, the attached Resolution proposes to donate a parcel located at 635 Alto Street for the purposes of supporting five (5) Low Priced Dwelling Units (LPDU) as defined in SFCC 1987, Section 26-2. Additional donations include the value of the fee waivers and reductions that are provided pursuant to Section 14-8.11(G).

**BACKGROUND:**
This lot, located at 635 Alto Street, is the focus of this initial offering because it was the subject of the Greenworks design competition sponsored by the City in 2008-09. The competition called for designs that reflected quality and innovation, achieved green building standards, met all land use requirements, conformed to the City's inclusionary zoning program, provided a reasonable budget, and could serve as a replicable model for infill and green building. The competition also called for proposed projects that demonstrated responsiveness to neighborhood context, historic design overlay standards, and public input.

One of the winning design concepts was further explored via Resolution 2010-57 which called for the City to conduct due diligence on the feasibility of the proposed design. In turn, the City's Historic Design Review Board approved the design with modifications in 2011. This design serves as a "proof of concept" that five homes can be built on the lot.

The donation of this lot must be in conformance with the New Mexico Affordable Housing Act (the "Act"), which is the enabling legislation for the affordable housing exemption to the State of New Mexico's Anti-Donation Clause. The Act establishes the eligible uses for donations of public land, cash, buildings, and infrastructure. The City's code requires all beneficiaries of the donated value to be income-qualified as

earning no more than 120% of the area median income ("AMI"), determined through a Department of Housing and Urban Development (HUD) approved income certification process. In turn, the pricing of the homes must also be affordable to the 100%AMI household. Using the 2021 pricing schedule, these homes would be priced in a range $270,000 - $300,000 which is substantially more affordable than what the market would bear for these same units.

**ACTION REQUESTED:**
Staff requests approval of the Resolution as presented.

**ATTACHMENTS:**
Resolution
Design Competition Visual
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2021-__**

**INTRODUCED BY:**

Mayor Alan Webber

Councilor JoAnne Vigil Coppler

**A RESOLUTION**

**DONATING PROPERTY IDENTIFIED AS 635 ALTO STREET AND RESOURCES TO A DEVELOPER CERTIFIED AS A "QUALIFYING GRANTEE" UNDER THE NEW MEXICO AFFORDABLE HOUSING ACT FOR DEVELOPMENT OF AT LEAST FIVE (5) LOW-PRICED DWELLING UNITS.**

**WHEREAS**, it is the policy of the City of Santa Fe ("City") to provide incentives and encourage proposals that support the production, acquisition, and redevelopment of affordably-priced homes in mixed- income developments; and

**WHEREAS**, the "State of Housing Affordability" report released in December of 2020 by the Santa Fe Housing Action Coalition ("SFHAC") estimates that about 75% of all renter households earning $50,000 or less are "cost-burdened" or paying more than one-third of their monthly income toward their housing costs; and

**WHEREAS,** the SFHAC report cites local real estate sales data showing that home sales values increased by 20% from the same quarter in 2019; and

**WHEREAS**, the City intends to donate a lot as shown in the attached Exhibit A of a size

that is sufficient for the development of five (5) homes that meet the definition in SFCC 26-3 as "Low Priced Dwelling Units" ("LPDU") either as rental or homeownership homes; and

**WHEREAS**, the development of a lot located at 635 Alto Street has been contemplated through several efforts, beginning in 2009, when the City hosted the "Greenworks Design Competition" which called for designs for a multi-income, multi-unit structure that met all land use and historic code requirements, achieved sustainability metrics as determined by "Green Communities" standards, and was financially feasible to develop, even with the inclusion of two very affordable units; and

**WHEREAS,** Resolution No. 2010-57 directed staff to move forward with one of the selected designs to solicit architecture and project management services for completing due diligence and architectural drawings for the construction of the structure; and

**WHEREAS,** the final design was presented and approved by the Historic Design Review Board (Case #H-11-009) in 2011 (the "Project"); and

**WHEREAS,** the proposed land donation and the Project conform to the City of Santa Fe Five-Year Strategic Housing Plan "Affordable Housing Element", which was adopted in conformance to the Affordable Housing Act by Ordinance No. 2007-23 pursuant to the express statutory authority conferred upon municipalities to enact a housing code in NMSA 1978, Section 3-l 7-6A(8).

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE,** that the City Manager shall create an Evaluation Committee and release a Request for Qualifications that selects a "Qualified Grantee" to develop the Project based on the following criteria:

- Funding Feasibility: the proposed project budget is realistic, funds are leveraged at a 3:1 ratio from other committed funding sources, revenue is sufficient to accomplish the proposed project, and matching funds are secured.

- Need/Benefit and Project Feasibility: the project concept is responsive to current/future market demand and the applicant provides a realistic timeframe for the completion of proposed activities.
- Affordability: the proposed project effectively meets the income eligibility requirements of the New Mexico Affordable Housing Act, and the applicant describes how affordability targets will be achieved and monitored over time for compliance and how equity will be secured.
- Organizational Capability and Management: the applicant adequately demonstrates financial soundness and describes its organizational experience and expertise in this type of housing construction, including work samples and funding commitments.
- Meet Affordability and Design Requirements: the applicant shall agree to build a code-compliant, multi-unit structure that conforms to historic styles guidelines and offers at least five (5) dwelling units that conform to the Low-Priced Dwelling Units ("LPDU") requirements established in SFCC Section 26-3.

**BE IT FURTHER RESOLVED** based on the above criteria the Evaluation Committee will select a development partner and eventual owner of the lot located at 635 Alto Street, for approval by the Governing Body.

**BE IT FURTHER RESOLVED** that the City Manager order a real estate appraisal of the property.

**BE IT FURTHER RESOLVED** that the City Manager develop a Real Estate Donation Agreement and Special Warranty Deed for Governing Body approval imposing a land use restriction, which ensures an affordability period of no less than forty-five (45) years that runs concurrently with any requirements imposed by any other subsidy provider, to be executed upon transfer of the property.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2021/Resolutions/635 Alto Street Donation*

**FIR No. 3335**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: _____ Resolution: X

Short Title(s): **635 Alto Street Development**

Sponsor(s): Mayor Webber, Councilor Vigil Coppler, and Councilor Romero-Wirth

Reviewing Department(s): Office of Affordable Housing, Economic Development Division

Staff Completing FIR: Alexandra Ladd Date: June 7, 2021 Phone: 505-303-9868

Reviewed by City Attorney: _____ Date: Jun 17, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jun 17, 2021
Alexis Lotero (Jun 17, 2021 16:39 MDT)

**Summary:**
The Resolution directs staff to complete initial steps for preparing a Request for Qualifications (RFQ) to select a Developer for a City-owned lot located at 635 Alto Street. The objective of the donation is to directly support the affordability of the units built on the site so that they meet the City's definition of a "Low Priced Dwelling Unit" or LPDU as per SFCC 26-2.

**Departments Affected:**
Office of Affordable Housing, Economic Development Division

**Consequences of Not Enacting Legislation:**
Not enacting the Resolution means that future development of the site is uncertain.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None identified.

**Performance and Administrative Implications:**
There are none.

**Fiscal Implications:**
The resolution does not require any expenditures. Rather, the fiscal implications are related to the City not collecting revenue or not benefiting from selling the land to a market rate buyer, which is estimated at a total value of: $186,000. This amount is determined by the following factors: the land value of the parcel*, the value of water, and the value of the fees that are waived or reduced (capital impact fees, application, building permits, and utility expansion charges that are entitled to any affordable housing (as per SFCC 18-8.11(G)).**

*The exact value of the City's donation of the lot will be determined by a professional land only real estate appraisal. To determine interim value, staff used a recent appraisal of the property located at 730 Alto Street and multiplied the 730 Alto Street square foot value ($13.32/sq ft) by the size of the lot (10,910 sq ft), which results in a value of $146,000. However, an actual appraisal is likely to yield a much higher value, given the uniqueness of this site (high allowable density in very desirable location).
**The value of fee waivers/reductions is calculated at approx. $8,000/unit X 5 units = $40,000. Waived capital impact fees and application/review fees would add additional value to the fee waiver/reduction so this estimate is a minimum.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE 22 | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue (ED) | $(146,000) | $ | $ | NR | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other – Land Use Fees | $(40,000) | $ | $ | NR | |
| Total | $(186,000) | $ | $ | | |

**Revenue Narrative:**

The donation as explained on page 1 is budget neutral but affects possible future revenue generated through selling the land and collecting development and permit fees, as shown above.

**Signature:** Richard Brown

**Email:** rdbrown@santafenm.gov

**Signature:**

**Email:** agladd@santafenm.gov

# City of Santa Fe, New Mexico

# MEMO

Date: June 2, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jun 17, 2021 17:16 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, P. Engineering Division Director Javier Rosado
Caryn Grosse, PMP Facilities Project Administrator

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Item & Action

Request approval of Budget Adjustment Request (BAR) to move funds for the solar and streetlighting contracts into budget.

Background & Summary

In furtherance of key goals to make the City of Santa Fe sustainable and deploy post pandemic economic stimulus, the Governing Body approved contracts and financing for energy and water savings projects that reduce the city water use by 2,000,000 gallons per year, reduce electricity use by 9,000,000 kilowatt hours per year and avoid 7,000 metric tons of CO2 per year. Annual utility savings of approximately $1,300,000 pay for the improvements. These projects deliver on: the 25 Year Sustainability Plan; 2019 top priority legislative request; preserving the dark sky; and a resolution directing solarization of the airport.

The solar contract and financing approved on February 24, 2021 utilizes several sources of funding including $925,000 legislative appropriation, $200,000 capital contribution from Water Division for roof replacement at Canyon Road Water Treatment Plant prior to installation of solar on the roof, $102,654 from the Water Conservation Office toward the purchase of water saving devices, and anticipated rebates of $184,279 from PNM for installation of energy saving devices including interior LED lighting and high-efficiency low-voltage transformers and $13,882,630 from the financing. This BAR allocates that funding into the capital budget.

This BAR puts the funding for the streetlight conversion contract with Dalkia provided from the financing approved on February 24, 2021 into budget, this amount is $2,757,777.10. The PNM streetlight conversion contract approved on April 14, 2021 for $421,185 is funded from 2018 GRT Bond premium. This BAR moves those funds into budget.

Attachments:

Budget Adjustment Request (BAR)

Dalkia – GB 02-24 Memo

Yearout – GB 02-24 Memo

Dalkia – Ordinance 2021-3

Yearout – Ordinance 2021-4

Lease Purchase Agreement w/ Sterling National Bank – Ordinance 2021-5

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works - Engineering | 5/3/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP Design | 3159980 | 572960 | SOLARCW | 821,761 | |
| WIP Construction / Canyon Roof Replacement | 3159980 | 572970 | SOLARWATER | 200,000 | |
| Capital Transfer from Water CIP Fund | 5050395 | 760315 | | 200,000 | |
| Captial Transfer from Water Conservation | 5050382 | 760315 | | 102,654 | |
| 2018 GRT Bond Premium - transfer to Resource Conservation | 4009960 | 760315 | | 421,185 | |
| WIP Construction | 3159980 | 572970 | STREETLTS | 421,185 | |
| WIP Design | 3159980 | 572960 | STREETDAL | 2,880,465 | |
| Solar Energy Performance Contract | 3159980 | 572970 | | 14,087,393 | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NMDFA | 3159980 | 490210 | SOLARCW | (821,761) | |
| Capital Transfer to Solar CIP | 3159980 | 660505 | | (302,654) | |
| Lease Revenue | 3159980 | 471400 | | (17,200,000) | |
| Resource Conservation CIP - transfer from Debt Service Fund | 3159980 | 660400 | | (421,185) | |
| PNM Rebates-reimbursement/refund | 3159980 | 470400 | SOLARCW | (150,552) | |
| PNM Rebates-reimbursement/refund | 3159980 | 470400 | SOLARWATER | (18,570) | |
| PNM Rebates-reimbursement/refund | 3159980 | 470400 | SOLARBDD | (15,157) | |
| | | | | $ 204,764 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

Yearout Solar / PNM LED Light Conversion / Dalkia Streetlight Conversion & Maintenance

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| | |
| | |
| | |
| | |
| **TOTAL:** | **0** |

Amanda Archuleta
Prepared By *{print name}* Date

Javier Rosado
Division Director Signature *{optional}* Date

Regina Wheeler (Jun 17, 2021 17:16 MDT)
Department Director Signature Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

Andy Hopkins (Jun 21, 2021 09:36 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Jun 21, 2021

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **January 24, 2021**

**TO:** **Governing Body**

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

**ITEM**

Global Management Performance Contract with Dalkia Energy Solutions, LLC to convert City owned street lights to LEDs for $2,757,777 plus NMGRT and maintain City owned street lights for $179,074/year plus NMGRT. Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

**SUMMARY**

Street lights play in important role in making roadways safe for pedestrians, bicyclists and drivers. The City's street lights have a short lifespan and a high failure rate. They are an old technology, high pressure sodium (HPS), that uses a lot of electricity. By converting street lights to LEDs, the reliability will be improved and the electricity use reduced by approximately 60%. The on-bill electric savings will pay for the conversion.

There are approximately 5550 street lights in the City of Santa Fe. The City owns approximately 3499 of these street lights including the lights on Cerrillos and St Michael's Drive that just transferred to the City from NMDOT. PNM owns approximately 2057 of the street lights in the City. NMDOT owns the lights at on and off ramps of 599 and other highways. The City is responsible for the cost of operations and maintenance for all of these lights at a cost of approximately $1,000,000 per year.

The City pays PNM according to Rate 20, approximately $620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The estimated on-bill electric savings of converting all of the City's lights to LED is projected to be $550,000 per year. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents costing an additional approximately $300,000 per year. After the conversion, PNM will no longer maintain the City's street lights. The GMPC with Dalkia includes provisions for routine and non-routine maintenance of City street lights. The fee for regular maintenance will be $179,074 plus NMGRT and non-routine maintenance will be performed at unit rates included in the GMPC. The Dalkia team that will convert and maintain the City of Santa Fe street lights just completed the City of Albuquerque's street light conversion project and performing ongoing maintenance from their office in Albuquerque.

The new street lights are smart ready, facilitating remote monitoring. Dalkia will manage the City's street light maintenance using a software for monitoring operations and reporting key performance indicators including energy savings as required by the contract. The City will have licenses to access the software as well. Constituents reporting street light issues will be able to call Dalkia's dedicated service phone number or send an email to the dedicated email address, call City of Santa Fe constituent services or log a work order into the City's online work order system. All items will be routed to Dalkia for resolution. Dalkia will meet monthly with City Public Works to review outstanding items.

The City is entering a separate contract with PNM for the conversion of street lights owned by PNM that will come to the Governing Body in a separate item. PNM, Dalkia and the City are working together with the goal of converting all of the lights in one 6 month project. From the notice to proceed, there is 6-8 weeks for materials delivery and then 4 months for installation. The map in the Implementation Plan shows the planned sequencing of the conversion, starting on the south side of town in approximately June, then moving to downtown in case large gatherings begin again and then crossing the rest of the City by September 2021.

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

The new LED lamp heads focus light down onto the street and generate less stray light than the current street lights. This improves safety while protecting dark skies. The smart ready street lights can also support a dimming strategy. When converting to LEDs there is also the specification of color. Rate 20 specifies the light conversion for PNM lights as 3,000 kelvin for residential and 4,000 kelvin for main streets and collectors. Dalkia will follow the same conversion strategy. It has been reported that 3,000 kelvin lights minimize interference with circadian rhythms and that 4,000 kelvin lights make main roads safer. Specifications of the luminaires to be used in the conversion of City owned street lights are included in the attached Implementation Plan.

**PROCUREMENT METHOD:**
The procurement method is use of existing contract. See attached City of Albuquerque GMPC with Dalkia (previously Citelum).

**BUDGET**:
Conversion
$2,880,464.42 ($2,757,777 plus $232,687.43 @ 8.4375% NMGRT)
Project string FA183200I
Fund 600 Org Object: 1000471.520200a budget to be loaded after financing closes
Maintenance
$194,183.37 ($179,074/year plus $15,109.37 @ 8.4375% NMGRT) for annual maintenanc.
Org/object 1000416.520150 (Traffic Engineering – Repair & Maintenance System Equipment)

**MUNIS CONTRACT NUMBER:**
3202498 Dalkia

**SCHEDULE**:
Public Works Committee: 02/08/2021
Finance Committee: 02/15/2021
City Council: 02/24/2021

The project is scheduled for completion within six months after the Notice To Proceed (NTP) is received by the contractor, currently scheduled for September 30, 2021.

**ATTACHMENTS**:
Exhibit A - GMPC agreement with Dalkia
Exhibit B – Dalkia Implementation Plan
Exhibit C – City of Albuquerque GMPC
Exhibit D – Letter extending terms and conditions to City of Santa Fe
Exhibit E – City of Santa Fe Business License(s)

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **January 19, 2021**

**TO:** **Governing Body**

**VIA:** **Regina Wheeler, Public Works Department Director**

**FROM:** **Caryn Grosse, Facilities Project Administrator**

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**ITEM AND ISSUE:**
Summary of the solarization project

**BACKGROUND AND SUMMARY:**
The City placed a solar project as its number one priority on the ICIP list to the state legislature in the 2019 session and was appropriated $925,000 to install behind the meter solar arrays at a number of City facilities using a public private partnership. Because solar and lighting retrofits generate significant savings on energy bills, the legislative appropriation will be coupled with additional financing to solarize and retrofit more facilities. The legislative appropriation outlines this project as:

> 19-D3209, $925,000.00, Appropriation Reversion Date: 30-JUN-2023
> Laws of 2019, Chapter 277, Section 34, Para. 408, Nine Hundred Twenty-Five Thousand Dollars ($925,000.00), to plan and design a public-private partnership for solar energy systems development and installation at city facilities. Specifically the funds will be used to hire an energy services company to evaluate city facilities to have solar installed where it is the most feasible. The goal is to solarize as many facilities as possible. Additional capital in the form of bonds or private investment will be necessary.

Under the Statewide Price Agreement (SPA), pre-qualified Energy Service Companies (ESCOs) can provide Energy Performance Contracting (EPC) services for municipal governments. Energy Performance Contracting enables agencies, such as the City of Santa Fe, to employ energy efficiency and solar experts to assess opportunities for savings with energy efficiency retrofits and renewable energy, access financing and accomplish energy projects. Project costs are typically offset by the energy cost savings. Participating ESCOs commit to the EPC Statute and EMNRD's program guidelines for the energy projects.

Yearout Energy Services Company, LLC was selected from a list of seven pre-qualified ESCOs on the Statewide Price Agreement. Yearout is the only ESCO contractor headquartered and fully staffed in New Mexico, is one of three ESCOs listed as a PNM Authorized Contractor for retrofit rebates and has experience with solar and lighting retrofits for governmental entities.

Performing an Investment-Grade Energy Audit (IGA) was the first step. The IGA contract was approved by the Governing Body in July 2019, and in August the City and Yearout Energy Services Company kicked-off the project to evaluate 22 City facilities and 17 pumping and booster stations for solar, lighting and water conservation measures. The IGA included the assessment of information on 149 utility meters, 12,564 existing lighting fixtures, 759 existing domestic water fixtures, 67 existing low voltage transformers and existing building envelope conditions of 931,800 $ft^2$ of gross facility area.
After assessing all of the meters, buildings and systems listed above and meeting with key City stakeholders for their knowledge of the sites and energy use patterns, Yearout provided a preliminary scope, conceptual

design, costs and payback estimates for solar, LED retrofit, lighting, transformer retrofits, water conservation and building envelope improvements that met the City's criterial for feasibility.

The final IGA report included 23 solar arrays, providing 2.75 MW of solar for 13 City facilities, 8 Water facilities and 2 BDD facilities, as well as a number of other Facility Improvement Measures (FIMs) which will reduce energy and water usage. A matrix showing which measures will constructed at each site is attached to this memo. New Mexico Energy Minerals and Natural Resources certified this IGA after review of the technical and financial information in the report, which is a standard part of the state's defined EPC process.

To further define the constructability of these projects and reduce risk before pursuing financing, the City amended the original contract with Yearout to include a due diligence phase for solar interconnection applications and land acquisition. The amendment amount was $169,666 + NMGRT and was executed on March 2, 2020 after approval by the Governing Body.

Activities undertaken in the due diligence phase are listed below along with current status of these items:

1. Solar Engineering Design and Interconnection Applications submitted to PNM
    a. All solar arrays must be reviewed and approved by PNM through the interconnection application process. There is risk, particularly on larger arrays, that PNM may identify grid issues with an array and request changes to solar design which may include additional grid protection hardware or other design modifications. The contractor designed the arrays and submitted the interconnection applications to PNM.
    b. PNM interconnection applications have been approved for 20 facilities as of January 19, 2021. These approved applications account for 73.3% of the proposed solar capacity.
    c. Three facilities, Buckman Booster Station 1 (~60kW), Buckman Booster Station 4 (396 kW) and BDD Lift Station (~277 kW), are still in supplemental review process. PNM has indicated that the review is expected to be completed by early February.
    d. No applications have been denied to date.
2. Land Agreements
    a. Several of the proposed solar arrays at booster and pumping stations are on land which is not owned by the City. The City has successfully established agreements in the past to place structures, including solar arrays, for Buckman Well Field and Buckman Direct Diversion (BDD) with United States Forest Service and Bureau of Land Management who are the owners of the land of interest for the new solar arrays. Yearout subcontracted with Souder Miller & Associates to establish agreements with these entities for these arrays.
3. FAA Coordination for Arrays at the Santa Fe Regional Airport
    a. Applications were prepared in October and are awaiting signature/submission to FAA by Santa Fe Regional Airport. Approval must be obtained by the FAA for the solar equipment proposed at the Santa Fe Regional Airport.

All outstanding work of the due diligence phase will be rolled into the final Energy Performance Contract.

Additional details will be provided in the memo that will accompany request approval of the Professional Services Agreement in the Total Amount of $15,442,785.00 for Energy Performance Contracting with Yearout Energy Services Company for the construction phase of this project.

**PROCUREMENT METHOD:**
The procurement method is the NM Statewide Price Agreement (SWPA) # 90-000-18-00017AH which expires on June 12, 2023.

**CONTRACT NUMBER:**
The FY21 Munis contract number is 3202404.

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO )

COUNTY OF SANTA FE ) ss.

CITY OF SANTA FE )

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

| | | |
|---|---|---|
| PRESENT: | Mayor: | Alan Webber |
| | Councilor: | Roman Abeyta |
| | Councilor: | Jamie Cassutt-Sanchez |
| | Councilor: | Michael J. Garcia |
| | Councilor: | Signe I. Lindell |
| | Councilor: | Chris Rivera |
| | Councilor: | Carol Romero-Wirth |
| | Councilor: | JoAnne Vigil Coppler |
| | Councilor: | Renee Villarreal |
| ABSENT: | | |

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-2

ADOPTION OF ORDINANCE NO. 2021-3

**Approval of Global Management Performance Contract with Dalkia Energy Solutions, LLC**

**CITY OF SANTA FE, NEW MEXICO**

**ORDINANCE NO. 2021-3**

**INTRODUCED BY:**

**AN ORDINANCE**

**APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE "AGREEMENT") FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.**

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

**WHEREAS**, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

**WHEREAS**, Dalkia Energy Solutions, LLC, a Massachusetts limited liability company ("Contractor") has agreed to perform Street Light LED Upgrade and Maintenance (the "Project") for the City per the pricing structure and the contractual terms of the Global Management

Performance Contract by and between Citelum US, Inc. and the City of Albuquerque, New Mexico dated September 28, 2017, as agreed to by the letter submitted by the Contractor to the City dated September 10, 2019; and

**WHEREAS**, the amount of savings to be realized through the implementation of the Project appears to be sufficient to cover all costs associated with the Project; and

**WHEREAS**, the Contractor has proposed that the City and the Contractor enter into a Global Management Agreement (the "Agreement"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor will complete the Project at a total cost not to exceed $3,187,337.78, including gross receipts taxes; and

**WHEREAS**, the Project consists of the installation and maintenance of LED streetlight conversion and routine and non-routing maintenance of the converted streetlights; and

**WHEREAS,** the City recognizes the need to regulate street lighting in order to preserve our dark skies, reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security and ensure aesthetically appropriate street lighting in keeping with the character of Santa Fe; and

**WHEREAS,** the City intends to finance the costs of the Project through a separate financing arrangement with a third-party financial institution (the "Financing Transaction") which will be paid from pledged Utility Cost Savings as authorized pursuant to the Act, and pursuant to which the Pledged Utility Cost Savings are net revenues of the Project (the "Pledged Revenues") which constitute a special fund; and

**WHEREAS,** the Governing Body intends to approve the Agreement and authorize its execution, delivery, and assignment of the Pledged Revenues, subject to the terms and provisions of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**

**CITY OF SANTA FE, NEW MEXICO:**

**Section 1. Definitions.** The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including the home-rule charter of the City, Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the Agreement and the Financing Transaction, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Project is comprised.

"Contract Price" means $3,187,337.78, including gross receipts taxes, which is the maximum amount payable pursuant to the Agreement.

"Contractor" means Dalkia Energy Solutions, LLC, a Massachusetts limited liability company.

"Costs of Issuance" means all costs relating to the execution and delivery of the Agreement and the Financing Transaction, including, without limitation, costs of advertising and publication, costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other

reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Agreement and the Financing Transaction.

"Financing Transaction" means the transaction to be entered into by and between the City and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of, interest on and other payments due in connection with the Financing Transaction shall be payable solely from Pledged Revenues; provided, that the Financing Transaction may be in the form of a lease-purchase agreement, a loan agreement or other form of debt obligation.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Lender" means the bank or other financial institution serving as the lender in connection with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing Transaction is a lease-purchase transaction.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

"Pledged Revenues" means amounts generated by Utility Cost Savings pursuant to the Agreement, which constitute net revenues of the Project, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 6 of this Ordinance.

"Pledged Revenue Fund" means the fund created pursuant to Section 6 of this Ordinance.

"Project" means the implementation of LED streetlight upgrades and associated routine and non-routine maintenance for the purpose of achieving Utility Cost Savings: the following energy savings measures:

(1) LED Streetlight conversion:

The Contractor will upgrade all City owned lights that are not currently LED to LED. The

estimated type and amount of lights to be converted will be confirmed by the Contractor in the field through the course of installation.

(2) Routine Street light Maintenance:

The Contractor will perform routine maintenance of City-owned streetlights, including regular maintenance, including bulbs, photocells, minor wiring & fuses, and cleaning, night patrols.

Management of Computerized Maintenance Management System ("MUSE").

The Contractor will manage lights-out hotline including coordination with PNM regarding PNM owned street lights.

Provide emergency response 24 hours a day 7 days a week.

The Contractor will maintain accurate inventory of changes to City owned lighting system.

(3) Non-Routine Street light Maintenance and Installation:

The Contractor will provide on-call street light maintenance and construction services for non-routine maintenance and installation of City Street Lights that are not otherwise covered under Routine Street Light Maintenance. The Contractor will perform this work upon written authorization to proceed,

"Related Documents" means, as applicable, the lease-purchase agreement, loan agreement, promissory note, escrow agreement, account control agreement and any other document or agreement containing an obligation of the City as may be required by the Lender or otherwise in connection with the Agreement pursuant to the Financing Transaction.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

**Section 2. Ratification of Prior Action.** All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Project, the Agreement and the Financing Transaction, including,

without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the Agreement, and the engagement of D.A Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

**Section 3.** **Findings.** The Governing Body hereby finds:

A. The amount that the City would spend on the Project is not likely to exceed the cumulative amount of Utility Cost Savings over the ten year term of the Agreement from the date of installation of streetlight upgrades, including the financing of those costs pursuant to the Financing Transaction, and excluding the cost of normal repair and replacement of components of the streetlight upgrades; and

B. The streetlight upgrades, and the routine and non-routine maintenance thereof pursuant to the Agreement which constitute the Project will generate Utility Cost Savings equal to or greater than the costs of the Project, including the financing of those costs pursuant to the Financing Transaction.

C. The Project is a revenue-producing project, the Conservation Measures are reasonably related to and constitute a substantial part of the Project, and the Utility Cost Savings constitute net revenues of the Project, each within the meaning of Section 3-31-1(F) NMSA 1978.

**Section 4.** **Authorization of the Project; Financing Transaction Condition.** The Project is hereby authorized at a total cost not to exceed the Contract Price, excluding any such cost defrayed or to be defrayed by any source other than proceeds of the Financing Transaction allocable to the Contract Price; provided, that the Project and execution and delivery of the Agreement shall be subject to the authorization and closing of the Financing Transaction.

**Section 5.** **Execution and Delivery of Agreement.** The Mayor or, in the absence of the Mayor, the Mayor pro tempore, is authorized to execute and delivery the Agreement, which shall be attested by the City Clerk or an assistant City Clerk, in substantially the form presented to

the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and bond counsel, determines are necessary or convenient to implement the Project, and the execution and delivery of the Agreement by the Mayor, or in the absence of the Mayor, the Mayor pro tempore, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

**Section 6. Establishment and Administration of Pledged Revenue Fund; Assignment as Security for Financing Transaction.** A special revenue fund is hereby established, to be identified as the "City of Santa Fe/Dalkia Project Revenue Fund (the "Pledged Revenue Fund"). In the first month following substantial completion of the installation of streetlight upgrades as described in Appendix 2A to Schedule 2 of the Agreement, the City shall deposit Pledged Revenues to the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for the payment of debt service in connection with the Financing Transaction is hereby authorized, with such details as shall be provided in the Financing Transaction documentation authorized by the Governing Body.

**Section 7. Period of Project's Usefulness.** It is hereby determined and recited that the average useful life of the Project is not less than 15 years.

**Section 8. Authorization to Execute Related Documents and Delegated Authority.**

A. Approval of Documents; Ratification. The form, terms, and provisions of the Related Documents are in all respects approved, authorized, and confirmed, with such changes therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary or desirable.

B. Delegated Authority and Execution of Documents. The officers, agents, and employees of the City are authorized, empowered and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions

of this Ordinance, the Related Documents, and any other documents as may be necessary or appropriate to carry out and comply with the provisions of this Ordinance.

**Section 9. Severability.** If any Section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 10. Repealer Clause.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

**Section 11. Effective Date, General Summary for Publication.** Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February 24, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com.

The title of the ordinance is:

**AN ORDINANCE**

**APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE "AGREEMENT") FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.**

A general summary of the subject matter contained in such ordinance is set forth in the title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February 24, 2021.

CITY OF SANTA FE

(SEAL)

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: Peter Franklin (Feb 28, 2021 19:59 MST)

PETER FRANKLIN

After discussion, Councilor Lindell moved for approval, with Councilor Romero-Wirth seconding the motion. Bill No. 2021-2 passed upon the following roll call vote:

Those voting AYE:

Mayor: Alan Webber

Councilor: Roman Abeyta

Councilor: Jamie Cassutt-Sanchez

Councilor: Michael J. Garcia

Councilor: Signe I. Lindell

Councilor: Chris Rivera

Councilor: Carol Romero-Wirth

Councilor: JoAnne Vigil Coppler

Councilor: Renee Villarreal

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-2 the motion was carried and Ordinance No. 2021-3 was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

*Bill No. 2021-2*

*Legislation/2021/Ordinances/2021-3 Dalkia Energy Solutions GPC*

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO BILL NO. 2021-2
## Dalkia Energy Solutions GPC

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Bill No. 2021-2:**

**1.** On page 4, line 18 and ***insert*** the following new paragraph:

"**WHEREAS,** the City recognizes the need to regulate street lighting in order to preserve our dark skies, reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security and ensure aesthetically appropriate street lighting in keeping with the character of Santa Fe ; and"

Respectfully submitted,

Michael J. Garcia, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

ADOPTED: X
NOT ADOPTED: _____
DATE: 2/24/21

Kristine Mihelcic, City Clerk

10275.2(A)

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO )

COUNTY OF SANTA FE ) ss.

CITY OF SANTA FE )

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the 24th day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

| | | |
|---|---|---|
| PRESENT: | Mayor: | Alan Webber |
| | Councilor: | Roman Abeyta |
| | Councilor: | Jamie Cassutt-Sanchez |
| | Councilor: | Michael J. Garcia |
| | Councilor: | Signe I. Lindell |
| | Councilor: | Chris Rivera |
| | Councilor: | Carol Romero-Wirth |
| | Councilor: | JoAnne Vigil Coppler |
| | Councilor: | Renee Villarreal |
| ABSENT: | | |

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-3

ADOPTION OF ORDINANCE NO. 2021-4

**Approval of Investment Grade Audit and Professional Services Contract for Energy Performance Contracting with Yearout Energy Services Company, LLC (Guaranteed Energy Savings Agreement)**

**CITY OF SANTA FE, NEW MEXICO**

**ORDINANCE NO. 2021-4**

**AN ORDINANCE**

**ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY, LLC, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.**

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

**WHEREAS**, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

**WHEREAS**, pursuant to Statewide Price Agreement 90-000-18-00017AH, the City entered into Professional Services Agreement No. 19-0641 ("PSA 19-0641") with Yearout Energy Services Company, LLC, a New Mexico limited liability Company (the "Contractor"), effective as of August 2, 2019 for the purpose of obtaining an investment grade audit of energy and water usage

for various buildings and facilities owned and operated by the City, and to determine the feasibility of entering into a guaranteed utility savings contract for the purpose of installing and implementing energy efficiency and water conserving measures at the City's facilities; and

**WHEREAS**, pursuant to PSA 19-0641, if energy and water conserving measures are determined to be feasible, and if the amount of savings to be realized through the implementation of such measures is determined to be sufficient to cover all such costs, as determined by the City, associated with an Energy Savings Performance Contracting project, the City and the Contractor intend to negotiate a Guaranteed Utility Savings Contract under which the Contractor will design, procure, install, implement, maintain and monitor such energy and water conserving measures; provided, that the City, by entering into PSA 19-0641, was not committed to entering into a Guaranteed Utility Savings Contract; and

**WHEREAS**, the Contractor has provided the Investment Grade Audit Report dated August 21, 2020 (the "IGA"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor recommended the implementation of energy savings measures (including both electricity and natural gas) and water conservation measures throughout City-owned facilities to achieve a 16.8 percent reduction in the City's annual utility costs over the useful life of the energy and water conserving measures, at a total contract price of $15,442,785 (the "Energy and Water Conservation Project" or "Project"); and

**WHEREAS**, the Contractor has proposed that the City and the Contractor enter into a Professional Services Agreement for Energy Performance Contracting (the "EPC"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor will complete the Energy and Water Conservation Project at a total cost not to exceed $15,442,785, and will guarantee utility cost savings at a level sufficient to pay the total cost of the Energy and Water Conservation Project; and

**WHEREAS**, the Energy and Water Conservation Project consists of the following energy savings and water conservation measures:

1. Upgrading approximately 9,000 existing lighting fixtures to LED technology;
2. Install 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select City facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites;
3. Repair of underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available Renewable Energy Credit ("REC") payments;
4. Upgrade approximately 760 existing domestic water fixtures to reduce water consumption;
5. Remediate approximately 200 square feet of existing air leakage in building envelope;
6. Install 28 new high efficiency transformers;
7. Identify and correct billing errors to reduce utility costs;
8. Replace the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV; and

**WHEREAS,** pursuant to the Public Facility Energy Efficiency and Water Conservation Act, Sections 6-23-1 through -10 NMSA 1978 (the "Act"), and specifically Section 6-23-5(B)(1) NMSA 1978, the City Council has been advised that the EPC satisfies the requirements of the Public Facility Energy Efficiency and Water Conservation Act (the "Act"); and

**WHEREAS,** pursuant to Section 6-23-5(B)(2) NMSA 1978, the Energy, Minerals and Natural Resources Department of the State ("EMNRD") certified to the City by letter dated September 12, 2020 that the Contractor meets the experience requirements established by EMNRD

and is a qualified provider of energy efficiency measures, and that the energy savings measures proposed in the IGA appear to have been accurately estimated and are reasonable; and

**WHEREAS,** pursuant to Section 6-23-5(B) (3) NMSA 1978, the Office of the State Engineer ("OSE") certified to the City by letter dated August 28, 2020 that the Contractor meets the experience requirements established by OSE and is a qualified provider of water conservation measures, and that the water conservation measures proposed in the IGA appear to have been accurately estimated and are reasonable; and

**WHEREAS,** the City intends to finance the costs of the Energy and Water Conservation Project through a separate financing arrangement with a third-party financial institution (the "Financing Transaction") which will be paid from pledged guaranteed utility cost savings as authorized pursuant to the Act, and pursuant to which the pledged guaranteed utility cost savings (the "Pledged Revenues") constitute a special fund; and

**WHEREAS,** the City Council intends to approve the EPC and authorize its execution, delivery, and assignment of the Pledged Revenues, subject to the terms and provisions of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:**

**Section 1.** **Definitions.** The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including Sections 6-23-1 through 6-23-10 NMSA 1978, as amended, and enactments of the Governing Body relating to the EPC and the Financing Transaction, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City

Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"City," "Municipal," or "Municipality" means the Municipal Corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings and water conservation equipment and improvements of which the Energy and Water Conservation Project is comprised.

"Conservation-Related Cost Savings" means cost savings, other than Utility Cost Savings, in the operating budget of the City that are the direct result of the Conservation Measures.

"Contract Price" means $15,442,785, the maximum amount payable pursuant to the EPC.

"Contractor" means Yearout Energy Services Company, LLC, a New Mexico limited liability company.

"Costs of Issuance" means all costs relating to the execution and delivery of the EPC [and the Financing Transaction], including, without limitation, costs of advertising and publication, costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the EPC [and the Financing Transaction].

"Energy and Water Conservation Project" or "Project" means the implementation of energy savings (including both electricity and natural gas) and water conservation measures throughout City-owned facilities, including the following energy savings and water conservation measures:

1. Upgrading of approximately 9,000 existing lighting fixtures to LED technology;

2. Installation of 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select City facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites;

3. Repair of underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available Renewable Energy Credit ("REC") payments;

4. Upgrading of approximately 760 existing domestic water fixtures to reduce water consumption;

5. Remediation of approximately 200 square feet of existing air leakage in building envelope;

6. Installation of 28 new high efficiency transformers;

7. Identification and correction of billing errors to reduce utility costs;

8. Replacement of the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV; and paying the Costs of Issuance allocable to the Energy and Water Conservation Project.

"EMNRD" means the Energy, Minerals and Natural Resources Department of the State.

"Energy Performance Contract" or "EPC" means the guaranteed utility savings contract by and between the City and the Contractor, the form of which has been presented to the Governing Body in connection with its consideration of this Ordinance.

"Financing Transaction" means the transaction to be entered into by and between the City and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of, interest on and other payments due in connection with the Financing Transaction shall be payable solely from Pledged Revenues, which may be in the form of a lease-purchase agreement, a loan

agreement or other form of debt obligation.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"IGA" means the Investment Grade Audit Report provided by the Contractor to the City dated August 21, 2020 proposing the energy efficiency and water conservation measures which comprise the Energy and Water Conservation Project.

"Lender" means the bank or other financial institution serving as the lender in connection with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing Transaction is a lease-purchase transaction.

"OSE" means the Office of the State Engineer.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

"Pledged Revenues" means amounts generated by Utility Cost Savings pursuant to the EPC, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 6 of this Ordinance.

"Pledged Revenue Fund" means the fund created pursuant to Section 6 of this Ordinance.

"Related Documents" means, as applicable, the lease-purchase agreement, loan agreement, promissory note, escrow agreement, account control agreement and any other document or agreement containing an obligation of the City as may be required by the Lender or otherwise in connection with the EPC pursuant to the Financing Transaction.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

**Section 2. Acceptance of IGA; Ratification of Prior Action.**

1. The IGA is hereby accepted and approved.

2. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Energy and Water Conservation Project, the IGA, the EPC and the Financing Transaction, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the EPC, and the engagement of D.A. Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

**Section 3.** **Findings.** The Governing Body makes the following findings and determinations:

1. Pursuant to Section 6-23-3 of the Act, the amount that the City would spend on the energy and water conservation measures proposed in the IGA is not likely to exceed the cumulative amount of Utility Cost Savings and Conservation-Related Cost Savings of all energy and water conservation measures proposed in the IGA over the twenty-five year term of the EPC from the date of installation of the measures recommended in the IGA if those recommendations are followed, including the financing of those costs pursuant to the Financing Transaction, and excluding the cost of normal repair and replacement of components of the energy and water conservation measures after the Conservation Measures are installed; and

2. The Contractor is a qualified provider who can provide a written guarantee that the Utility Cost Savings and Conservation-Related Cost Savings will meet or exceed the costs of the Conservation Measures.

3. Pursuant to Section 6-23-3(B) of the Act, the EPC includes a written guaranty by the Contractor that the annual Utility Cost Savings and Conservation-Related Cost Savings will meet or exceed the cost of the Conservation Measures; and

4. The Contractor will maintain a direct financial relationship with the City,

irrespective of the source of financing for the Conservation Measures.

5. Pursuant to Section 6-23-5(B) of the Act, The EPC complies with requirements of the Act;

6. EMNRD has certified that the Contractor is a qualified provider which meets the experience requirements established by EMNRD, and that the guaranteed energy saving from the Conservation Measures appear to be accurately estimated and are reasonable; and

7. OSE has certified that the Contractor is a qualified provider which meets the experience requirements established by OSE, and that the guaranteed water saving from the Conservation Measures appear to be accurately estimated and are reasonable;

complies with the requirements of the Act.

**Section 4. Authorization of the Energy and Water Conservation Project; Financing Transaction Condition.** The Energy and Water Conservation Project is hereby authorized at a total cost not to exceed the Contract Price, excluding any such cost defrayed or to be defrayed by any source other than proceeds of the Financing Transaction allocable to the Contract Price; provided, that the Energy and Water Conservation Project and execution and delivery of the EPC shall be subject to the authorization and closing of the Financing Transaction.

**Section 5. Execution and Delivery of EPC.** The Mayor or, in the absence of the Mayor, the Mayor *pro tem*, is authorized to execute and delivery the EPC, which shall be attested by the City Clerk or a deputy City Clerk, in substantially the form presented to the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and Bond Counsel, determines are necessary or convenient to implement the Energy and Water Conservation Project, and the execution and delivery of the EPC by the Mayor, or in the absence of the Mayor, the Mayor *pro tem*, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

**Section 6. Establishment and Administration of Pledged Revenue Fund;**

**Assignment as Security for Financing Transaction.** A special revenue fund is hereby established, to be identified as the "City of Santa Fe/Yearout EPC Pledged Energy and Water Conservation Savings Revenue Fund (the "Pledged Revenue Fund"). In the first month following Substantial Completion, as defined in Section 1(m) of the EPC, the City shall deposit Pledged Revenues to the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for the payment of debt service in connection with the Financing Transaction is hereby authorized, with such details as shall be provided in the Financing Transaction documentation authorized by the Governing Body.

**Section 7. Period of Energy and Water Conservation Project's Usefulness.** It is hereby determined and recited that the average useful life of the Energy and Water Conservation Project is 31 years, as indicated in the IGA.

**Section 8. Authorization to Execute Related Documents and Delegated Authority.**

1. Approval of Documents; Ratification. The form, terms and provisions of the Related Documents are in all respects approved, authorized and confirmed, with such changes therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary or desirable.

2. Delegated Authority and Execution of Documents. The officers, agents and employees of the City are authorized, empowered and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, the Related Documents and any other documents as may be necessary or appropriate to carry out and comply with the provisions of this Ordinance.

**Section 9. Severability.** If any Section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this

Ordinance.

**Section 10. Repealer Clause.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

**Section 11. Effective Date, General Summary for Publication.** Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February 24, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com. The title of the ordinance is:

**AN ORDINANCE**

**ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY,**

**LLC, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.**

A general summary of the subject matter contained in such ordinance is set forth in the title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February 24, 2021.

CITY OF SANTA FE

(SEAL)

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By Peter Franklin (Feb 26, 2021 16:09 MST)

PETER FRANKLIN

After discussion, Councilor Rivera moved for approval, with Councilor Villarreal seconding the motion. Bill No. 2021-3 passed upon the following roll call vote:

Those voting AYE:

| | |
|---|---|
| Mayor: | Alan Webber |
| Councilor: | Roman Abeyta |
| Councilor: | Jamie Cassutt-Sanchez |
| Councilor: | Michael J. Garcia |
| Councilor: | Signe I. Lindell |
| Councilor: | Chris Rivera |
| Councilor: | Carol Romero-Wirth |
| Councilor: | JoAnne Vigil Coppler |
| Councilor: | Renee Villarreal |

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-3 the motion was carried and Ordinance No. 2021-4 was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO )

COUNTY OF SANTA FE ) ss.

CITY OF SANTA FE )

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the 24th day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

| | | |
|---|---|---|
| PRESENT: | Mayor: | Alan Webber |
| | Councilor: | Roman Abeyta |
| | Councilor: | Jamie Cassutt-Sanchez |
| | Councilor: | Michael J. Garcia |
| | Councilor: | Signe I. Lindell |
| | Councilor: | Chris Rivera |
| | Councilor: | Carol Romero-Wirth |
| | Councilor: | JoAnne Vigil Coppler |
| | Councilor: | Renee Villarreal |
| ABSENT: | | |

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-4

ADOPTION OF ORDINANCE NO. 2021-5

**Approval of Lease Purchase Agreement with Sterling National Bank, as Lessor**

**CITY OF SANTA FE, NEW MEXICO**

**ORDINANCE NO. 2021-5**

**AN ORDINANCE**

**AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND STERLING NATIONAL BANK (THE "LESSOR"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO $20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE EXECUTED AND DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-PURCHASE AGREEMENT.**

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

**WHEREAS**, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

**WHEREAS**, the City has authorized the execution and delivery of (1) an Energy Savings Performance Contract with Yearout Energy Services Company, LLC, a New Mexico limited liability company (the "Yearout Agreement") for the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout City owned facilities (the "Yearout Project Component"); and (2) a Global Management Performance Contract by and between the City and Dalkia Energy Solutions, LLC, a Massachusetts limited liability company ("the Dalkia Agreement") for the installation, implementation and maintenance of street light LED upgrades to street light improvements owned and operated by the City (the "Dalkia Project Component"); and

**WHEREAS**, the execution and delivery of the Yearout Agreement and the Dalkia Agreement (collectively, the "Energy Savings Agreements") is subject to the condition that a financing transaction be authorized and completed to finance the aggregate contract prices of the Energy Savings Agreements and the Costs of Issuance; and

**WHEREAS**, the Governing Body has determined and hereby determines that the Yearout Project Component and the Dalkia Project Component (each a "Project Component" and collectively, the "Energy Savings Project") may be financed by and completed by entering into the Lease-Purchase Agreement, a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and that it is in the best interest of the City and its residents that the Lease-Purchase Agreement be executed and delivered, and that the financing occur by executing and delivering the Lease-Purchase Agreement; and

**WHEREAS**, the energy cost savings and water conservation-related cost savings derived from each Project Component exceed the cost of implementing that Project Component, and collectively, the aggregate cost of the Energy Savings Project, and constitute the net revenues of the Energy Savings Project; and

**WHEREAS**, the Energy Savings Project is a "revenue producing project" within the meaning of the Act; and

**WHEREAS**, the City may pledge the energy cost savings and water conservation-related cost savings derived from the Energy Savings Project (the "Pledged Revenues"), which constitute a special fund; and

**WHEREAS**, the City may lawfully pledge the Pledged Revenues for the payment of amounts due pursuant to the Lease-Purchase Agreement; and

**WHEREAS**, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

**WHEREAS**, the Lease-Purchase Agreement shall be a special, limited obligation of the City, payable solely from the Pledged Revenues and shall not constitute a general obligation of the City, or a debt or pledge of the full faith and credit of the City or the State; and

**WHEREAS**, the Lease-Purchase Agreement shall be executed and delivered pursuant to the Act, with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

**WHEREAS**, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Lease-Purchase Agreement for the purposes set forth therein; and

**WHEREAS**, the Governing Body expects to receive an offer from the Lessor to enter into the Lease-Purchase Agreement, as approved pursuant to the terms of the Pricing Certificate; and

**WHEREAS**, the Governing Body hereby determines that the Energy Savings Project to be financed with the Lease-Purchase Agreement is to be used for governmental purposes of the

City and will not be used for purposes which would cause the Lease-Purchase Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Lessor (or its assigns) for the payment of amounts due under the Lease-Purchase Agreement, (ii) the financing of the Energy Savings Project pursuant to the Lease-Purchase Agreement and the Energy Savings Agreements, and (iii) the authorization, execution and delivery of the Lease-Purchase Agreement, the Energy Savings Agreements, and the Escrow Agreement (if determined in the Pricing Certificate to be necessary ), which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:**

**Section 1.** **Definitions.** The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including the home-rule charter of the City, Sections 3-1-2 and 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the Lease-Purchase Agreement, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal

income taxation.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Closing Date" means the date of execution, delivery and funding of the Lease-Purchase Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Energy Savings Project is comprised.

"Costs of Issuance" means all costs relating to the execution and delivery of the of the Lease-Purchase Agreement and the Energy Savings Agreements, including, without limitation, costs of advertising and publication, costs of fees and expenses of the City's municipal advisor, Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Lease-Purchase Agreement and the Energy Savings Agreements.

"Dalkia Agreement" means the Global Management Performance Contract by and between the City and Dalkia Energy Solutions, a Massachusetts limited liability company, for implementation of the Dalkia Project Component.

"Dalkia Project Component" means the installation, implementation, monitoring, and maintenance of upgrades to street light improvements leased to, and operated by, the City by Public Service Company of New Mexico.

"Energy Savings Agreements" means, collectively, the Yearout Agreement and the Dalkia Agreement.

"Energy Savings Project" means, collectively, the Yearout Project Component and the Dalkia Project Component.

"Escrow Agreement" means, if required by the Lessor, the escrow agreement relating to the Energy Savings Project among the City, the Lessor and the Escrow Agent, into which the proceeds received by the City pursuant to the Lease-Purchase Agreement shall be deposited for payment of Energy Savings Project costs.

"Escrow Fund" means, if required by the Lessor, the "City of Santa Fe, New Mexico 2021 Lease-Purchase Agreement Escrow Fund" created by Section 8 hereof.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

"Lease-Purchase Agreement" means the Lease-Purchase Agreement dated the Closing Date between the Lessor and the City which provides for the financing of the Energy Savings Project and requires payments by or on behalf of the City to the Lessor, and any amendments or supplements thereto, and including the exhibits attached to the Lease-Purchase Agreement.

"Lease-Purchase Transaction" means the financing of the Energy Savings Project through the execution and delivery of the Lease-Purchase Agreement and the Related Documents.

"Lessor" means Sterling National Bank in connection with the Lease-Purchase Agreement.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lessor.

"Pledged Energy Cost Savings Revenues" or "Pledged Revenues" means amounts

generated by Utility Cost Savings pursuant to the Energy Savings Agreements, which constitute net revenues of the Energy Savings Project, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 8 of this Ordinance.

"Pledged Energy Cost Savings Revenue Fund" or "Pledged Revenue Fund" means the fund created pursuant to Section 8 of this Ordinance.

"Pricing Certificate" means the certificate executed and delivered by the any of the Mayor, City Manager or Finance Director of the City subsequent to the date of this Ordinance which shall specify the exact principal amount of the Lease-Purchase Agreement, the rental payment dates, the amounts payable on each rental payment date, the interest rate, and the prepayment features applicable to the Lease-Purchase Agreement and which shall approve the final forms of the Lease-Purchase Agreement, the Escrow Agreement (if applicable), Energy Savings Agreements, and other documents and which may contain such other terms and provisions as set forth in the Pricing Certificate; provided that in no event shall the Pricing Certificate specify a principal amount of the Lease-Purchase Agreement in excess of $20,000,000 or a net effective interest rate on the Lease-Purchase Agreement in excess of the statutory maximum of twelve percent (12%) per annum.

"Project Component" or "Project Components" means, as the context requires, each or all of the Yearout Project Component and the Dalkia Project Component.

"Related Documents" means, as applicable, the Escrow Agreement, account control agreement, closing documents, including, without limitation, a tax compliance certificate, and any other document or agreement containing a representation, certification or obligation of the City as may be required by the Lessor or otherwise in connection with the Lease-Purchase Agreement pursuant to the Lease-Purchase Financing.

"Rental Payment Fund" means the "City of Santa Fe, New Mexico 2021 Lease-Purchase Agreement Rental Payment Fund" created by Section 8 hereof.

"State" means the State of New Mexico.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

"Yearout Agreement" means the Energy Savings Performance Contract with Yearout Energy Services Company, LLC for implementation of the Yearout Project Component.

"Yearout Project Component" means the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout City owned facilities.

**Section 2. Ratification of Prior Action.** All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Energy Savings Agreements, the Energy Savings Project, the Lease-Purchase Agreement, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the Lease-Purchase Agreement, and the engagement of D.A Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

**Section 3. Authorization of the Lease-Purchase Transaction.** The Energy Savings Project and the financing of the Energy Savings Project through the Lease-Purchase Transaction are hereby approved, the final terms of which shall be as provided in the Pricing Certificate. The Lease-Purchase Agreement, in substantially the form presented to the Governing Body in connection with this Ordinance, is hereby approved. The Mayor, or in the Mayor's absence, the Mayor *Pro Tem*, is hereby authorized to execute and deliver the Lease-Purchase Agreement, as modified by the Pricing Certificate. The Lease-Purchase Agreement shall be attested by the City Clerk or Deputy Clerk.

**Section 4. Findings; Parameters for Lease-Purchase Transaction.** The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the

following findings:

A. The Energy Savings Project is needed to meet the needs of the City and its residents and the execution and delivery of the Lease-Purchase Agreement and the Escrow Agreement (if determined to be required for the Lease-Purchase Transaction as set forth in the Pricing Certificate) is necessary and advisable.

B. Moneys available and on hand for the Energy Savings Project from all sources other than the Lease-Purchase Agreement are not sufficient to defray the cost of the Energy Savings Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Lease-Purchase Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Energy Savings Project by the execution and delivery of the Lease-Purchase Agreement.

E. The Energy Savings Project and the execution and delivery of the Lease-Purchase Agreement pursuant to the Act to provide funds for the financing of the Energy Savings Project are necessary and in the interest of the public health, safety, and welfare of the residents of the City and will result in energy and water conservation savings and other economies for the City.

F. The Energy Savings Project is a revenue-producing project within the meaning of the Act. Implementation of the Energy Savings Project pursuant to the Energy Savings Agreements will generate utility cost savings equal to or greater than the costs of the Energy Savings Project, including the financing of those costs pursuant to the Lease-Purchase Transaction, and constitute net revenues of the Energy Savings Project within the meaning of the Act. The Conservation Measures are reasonably related to and constitute a substantial part of the Energy Savings Project.

G. The average economic life of the Project Components comprising the Energy Savings Project will be at least 20 years.

H. The Lease-Purchase Agreement shall be within the following parameters:

(i) the net effective interest rate on the Lease-Purchase Agreement shall not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

(ii) The maximum term of the Lease-Purchase Agreement shall not exceed 25 years.

(iii) The maximum principal amount of the Lease-Purchase Agreement shall not exceed $20,000,000.

**Section 5. Authorization of the Lease-Purchase Transaction.**

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the City and completing the Energy Savings Project, it is hereby declared necessary that the City, pursuant to the Act, execute and deliver the Lease-Purchase Agreement, evidencing a special, limited obligation of the City to pay an amount of up to $20,000,000, plus interest, and the execution and delivery of the Lease-Purchase Agreement is hereby authorized. The City shall use the proceeds of the Lease-Purchase Agreement to finance the Energy Savings Project and pay Costs of Issuance.

B. Detail. The Lease-Purchase Agreement shall be in form consistent with this Ordinance, as supplemented by the Pricing Certificate. The Lease-Purchase Agreement shall be in an aggregate principal amount of up to $20,000,000, shall be payable in installments or rent and interest due on the dates set forth in the Pricing Certificate.

**Section 6. Approval of the Lease-Purchase Agreement; Execution and Delivery.** The Mayor or, in the absence of the Mayor, the Mayor *pro tem*, is authorized to execute and delivery the Lease-Purchase Agreement, which shall be attested by the City Clerk or a deputy City Clerk,

in substantially the form presented to the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and Bond Counsel, determines are necessary or convenient to implement the Energy Savings Project, and the execution and delivery of the Lease-Purchase Agreement by the Mayor, or in the absence of the Mayor, the Mayor *pro tem*, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

**Section 7.** **Special Limited Obligations.** The Lease-Purchase Agreement and the Energy Savings Agreements shall be secured by the pledge of the Pledged Energy Cost Savings Revenues as set forth in the Lease-Purchase Agreement and the Energy Savings Agreements, respectively, and shall be payable solely from the Pledged Energy Cost Savings Revenues. The Lease-Purchase Agreement, together with interest thereon and other obligations of the City thereunder, and the Energy Savings Agreements, shall be special, limited obligations of the City, payable solely from the Pledged Energy Cost Savings Revenues as provided in this Ordinance, the Lease-Purchase Agreement and the Energy Savings Agreements and shall not constitute a general obligation of the City or the State, and the holders of the Lease-Purchase Agreement or the Energy Savings Agreements may not look to any general or other fund of the City for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Lease-Purchase Agreement, the Energy Savings Agreements, or any other instruments, shall be construed as obligating the City (except with respect to the application of the Pledged Energy Cost Savings Revenues), as incurring a pecuniary liability or a charge upon the general credit of the City or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Lease-Purchase Agreement, the Energy Savings Agreements or any other instrument impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power. The Lease-Purchase Agreement and the Energy Savings Agreements shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or

give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Nothing herein shall prevent the City from applying other funds of the City legally available therefor to payments required by the Lease-Purchase Agreement or the Energy Savings Agreements, in its sole and absolute discretion.

**Section 8. Creation of Funds and Accounts; Disposition of Proceeds; Completion of the Energy Savings Project.**

A. Rental Payment Fund, Escrow Fund and Pledged Revenue Fund. The City hereby consents to creation of: (i) the special fund known as the Rental Payment Fund to be held and maintained by the City, (ii) if applicable, the Escrow Fund to be held and maintained by the Escrow Agent pursuant to the Escrow Agreement and (iii) the Pledged Revenue Fund to be held and maintained by the City, each in connection with the Lease-Purchase Agreement.

B. Disposition of Proceeds of Lease-Purchase Agreement. The proceeds derived from the execution and delivery of the Lease-Purchase Agreement shall be deposited promptly upon the receipt thereof in the Escrow Fund, as provided in the Escrow Agreement.

C. Completion of Energy Savings Project. The City will cause the installation of the Project Components with all due diligence, and in any event within three years after the date of execution and delivery of the Lease-Purchase Agreement.

**Section 9. Deposit of Pledged Energy Cost Savings Revenues and Flow of Funds.**

A. Pledged Revenue Fund. So long as payments are due under the Lease-Purchase Agreement, the City shall credit all Pledged Energy Cost Savings Revenues to the Pledged Revenue Fund. As a first charge on the Revenue Fund, amounts due under the Lease-Purchase Agreement shall be withdrawn from the Pledged Revenue Fund and shall be credited to the Rental Payment Fund on the dates and in the amounts set forth in the Lease-Purchase Agreement.

B. Credit. In making the deposits required to be made into the Rental Payment Fund, if there are any amounts then on deposit in the rental Payment Fund available for

the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph (A) above shall be reduced by the amount available in such fund for such purpose.

C. Transfer of Money out of Rental Payment Fund. Each payment due on the Lease-Purchase Agreement shall be transferred from the Rental Payment Fund to the Lessor on the due date of such payment.

D. Termination Upon Deposits to Maturity. No payment shall be made into the Rental Payment Fund if the moneys in such fund totals a sum at least equal to the entire aggregate amount due on the Lease-Purchase Agreement, in which case moneys in said fund in an amount at least equal to such payment requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in said funds and any other moneys derived from the Pledged Energy Cost Savings Revenues may be used in any lawful manner determined by the City.

E. Defraying Delinquencies in the Rental Payment Fund. If, on any payment date, the amount on deposit in the Rental Payment Fund is insufficient to make the payments due on the Lease-Purchase Agreement, then an amount shall be paid into the Rental Payment Fund from the first Pledged Energy Cost Savings Revenues thereafter received that are not required to be deposited in the Rental Payment Fund as set forth in Paragraph C of this Section.

F. Payment from Other Sources. Notwithstanding any other provisions of this Ordinance, the City may, in its sole discretion, choose to apply other legally available funds to the payment of the Lease-Purchase Agreement.

G. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

**Section 10. Lien on Pledged Energy Cost Savings Revenues.** Pursuant to this Ordinance and the Lease-Purchase Agreement, the Pledged Energy Cost Savings Revenues are

hereby authorized to be pledged to, and are hereby pledged, and the City grants a security interest therein for, the payment of the rent, interest, and any other amounts due under the Lease-Purchase Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Lease-Purchase Agreement constitutes an irrevocable and first lien on the Pledged Energy Cost Savings Revenues.

**Section 11.** **Authorized Officers.** Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Lease-Purchase Agreement and the Related Documents, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Lease-Purchase Agreement and the Related Documents for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Lease-Purchase Agreement and the Related Documents, the execution and delivery of closing documents in connection with the execution and delivery of the Lease-Purchase Agreement, the Escrow Agreement (if applicable), and the publication of the summary of this Ordinance set out in Section 18 of this Ordinance (with such changes, additions and deletions as may be necessary).

**Section 12.** **Amendment of Ordinance.** Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. Following the Closing Date, this Ordinance may be amended by ordinance of Governing Body without receipt by the City of any additional consideration, but only with the prior written consent of the Lessor.

**Section 13.** **Ordinance Irrepealable.** After the Lease-Purchase Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due

under the Lease-Purchase Agreement shall be fully paid, canceled and discharged, as provided therein.

**Section 14.** **Severability Clause.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 15.** **Repealer Clause.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

**Section 16.** **Effective Date, General Summary for Publication.** Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February 24, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City

Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com. The title of the ordinance is:

**AN ORDINANCE**

**AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND STERLING NATIONAL BANK (THE "LESSOR"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO $20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE EXECUTED AND DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-PURCHASE AGREEMENT.**

A general summary of the subject matter contained in such ordinance is set forth in the

title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February 24, 2021.

CITY OF SANTA FE

(SEAL)

~~Kristine Mihelcic (Mar 3, 2021 10:02~~ MST)

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

~~Kristine Mihelcic (Mar 3, 2021 10:02~~ MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: Peter Franklin (Feb 26, 2021 18:00 MST)

PETER FRANKLIN

After discussion, Councilor Lindell moved for approval, with Councilor Romero-Wirth seconding the motion. Bill No. 2021-4 passed upon the following roll call vote:

Those voting AYE:

Mayor: Alan Webber

Councilor: Roman Abeyta

Councilor: Jamie Cassutt-Sanchez

Councilor: Michael J. Garcia

Councilor: Signe I. Lindell

Councilor: Chris Rivera

Councilor: Carol Romero-Wirth

Councilor: Renee Villarreal

Those voting NAY: JoAnne Vigil Coppler

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-4 the motion was carried and Ordinance No. 2021-5 was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 3, 2021 10:02 MST)

KRISTINE MIHELCIC, CITY CLERK

# *AGREEMENT*

***BETWEEN***

# *THE CITY OF SANTA FE*

***AND THE***

# *SANTA FE FIREFIGHTERS ASSOCIATION*

# INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS – LOCAL 2059

***Whole Agreement in Effect***

***July 1, 2021 through June 30, 2024***

***Year Number 1 of Whole Agreement***

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# SECTION I

## ARTICLE 101 - PREAMBLE

This Agreement is entered into by and between the City of Santa Fe hereinafter referred to as the Employer, and the Santa Fe Firefighters Association, Local 2059, International Association of Fire Fighters, hereinafter referred to as the Union.

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of the City of Santa Fe.

## ARTICLE 102-RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The classified positions covered are Firefighter I, Firefighter II, Engineer, Rescue Technician, Fire Inspector I, Fire Inspector II, Paramedic I, Paramedic II, Lieutenant, Captain, Training Captain, EMS Captain, Deputy Fire Marshal, and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

The Union and the Employer mutually agree that, for the purposes of this Agreement, Engineer refers to all Engineers, whether station or shift Engineers.

## ARTICLE 103 - RULES AND REGULATIONS

The following rules and regulations as they now exist, or as they may be amended through the process prescribed in Article 220, shall be considered a part of this agreement unless superseded by any provisions of this agreement:

1. City of Santa Fe Human Resources Department Rules and Regulations that address the working conditions of Fire Department employees and are in effect on the date this agreement is signed by both Union and the Employer.

2. Job specifications that cover classified positions represented by the Union.

3. Santa Fe Fire Department Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that address working conditions and are in effect on the date this agreement is signed by both Union and Management shall remain in effect subject to review and revision by the Labor and Management Committee.

## ARTICLE 104 - EXISTING CONDITIONS

Working conditions or benefits that have not been the subject of collective bargaining but exist on the effective date of this agreement shall not be changed prior to the Labor Management Committee meeting and conferring on the proposed change(s) as outlined per Article 220.

## ARTICLE 105 – PROBATIONARY PERIOD

It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to six (6) months, due to work related performance or work related injury.

## ARTICLE 110-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, marital or veteran status, membership in social and fraternal organizations, disability, or any other group protected by local, state, or federal law.

## ARTICLE 111-UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for activity on behalf of or membership in the Union.

## ARTICLE 112-UNION BUSINESS

Union Officers

Union Officers (President, Vice-President, Secretary, and Treasurer) shall be granted Union Administrative Leave during their scheduled working hours to conduct general Union business. Union business shall include participation in the following:

Business regarding the administration of this Agreement
Meetings of/with the City of Santa Fe
Union General Meetings
Executive Board Meetings
Political activity
Honor Guard Events

Officers shall be restricted to a total of six hundred twenty four (624) hours of Union Administrative Leave per fiscal year. Once these hours have been exhausted, officers shall not be granted Union Administrative Leave without the approval of the Fire Chief.

Hours shall be deducted from the allotted total only in those instances when use of Union Administrative Leave requires the hiring of overtime.

Union Officers shall request leave through TeleStaff or direct contact with an on-duty Battalion Chief as far in advance as possible and no less than six (6) hours prior to being released from the work site. No more than two (2) Union Officers shall be allowed to leave the work site for any given meeting or business event.

Union Administrative Leave may be granted to other members at the request of the President (or their designee) pending approval from the Fire Chief (or their designee).

Negotiations

Members representing the Union at the negotiating table shall be released from duty or compensated in the following manner:

On-duty Negotiating Team members shall be assigned for all negotiating sessions mutually set by the Employer and the Union.

Union Negotiating Team members who are present at a negotiating session but not scheduled to work on a date mutually agreed upon by the Employer and the Union shall be compensated at straight time.

No more than five (5) members of the Union negotiating team shall be released from duty or compensated for any one negotiating session.

Disciplinary and Grievance Proceedings

Adequate hours will be granted to on-duty members representing the Union in any disciplinary proceedings. Off-duty members representing the Union shall be compensated at straight time. No more than two (2) Union representatives shall be allowed to leave the work site for any given grievance.

LMC and LMC Sub-committees

Adequate hours will be granted to on-duty members representing the Union in any LMC or LMC Sub-committee proceedings. Off-duty members representing the Union shall be compensated at straight time.

## ARTICLE 115-UNION USE OF CITY FACILITIES

Fire Department facilities will be made available for union meetings when available. The readiness of the Department to respond to emergencies shall not be compromised during any meeting.

## ARTICLE 116-BULLETIN BOARD SPACE

The Employer shall provide a bulletin board or adequate bulletin board space at each fire station for the exclusive use of the Union.

## ARTICLE 117-PRINTING AND SUPPLYING AGREEMENT

Twenty five (25) documents containing the entire text of this Agreement shall be printed by the Employer and distributed to the bargaining unit within fifteen (15) calendar days of the effective date of this Agreement. When necessary, the Employer shall arrange for a special printing of this

Agreement to accommodate employees with disabilities. Special printings shall include but are not limited to audio recordings of the text, Braille printings and large text printings. The Employer shall cover the cost of printing this Agreement and any subsequent amendments or Memorandums of Understanding.

## ARTICLE 120-DUES DEDUCTION

The Employer agrees to deduct biweekly (26 times per year) dues and assessments in an amount certified by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made, or who are required by this contract to submit to such deductions. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Employer shall provide a dues deduction letter provided by the Union in all newly hired employee packets. All signed dues deduction letters shall be returned to the Union Treasurer.

## ARTICLE 125-MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer retains the exclusive right to:

1. direct employees and evaluate their performance;
2. determine the location and operation of its facilities;
3. determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions;
4. determine scheduling necessary to carry out the Employer's functions;
5. relieve an employee from duties because of a reduction in force or for just cause;
6. determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted;
7. take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies; and act in furtherance of all other duties and responsibilities set forth in the constitution, federal, state statutes, administrative regulations, and executive orders of the Governor, as well as the City Rules and Regulations.

## ARTICLE 130-EMERGENCY EMPLOYEE

The Employer will make every effort to utilize its employees to perform all work, but the Employer reserves the right to utilize emergency employees as follows:

1. Emergency employees shall be utilized for entry level, non-bargaining unit positions only in those circumstances where no qualified candidate for a position is available.
2. The emergency employee meets all applicable job requirements.
3. The emergency employee may be converted to a classified employee within ninety (90) calendar days.

## ARTICLE 131-CONTRACTING OUT

The intent of the Employer to utilize contract workers will be for projects that the parties mutually agree:

A. Require expertise not available in the Fire Department or with laid off employees and expertise that cannot be accomplished by training bargaining unit employees in an acceptable time frame or cost.

B. This language excludes non-recurring professional services contracts less than $25,000.00.

The Employer and the Union shall meet and confer whenever the Employer initiates the planning process to utilize contract workers. The Employer shall provide written justification and economic analysis for discussion purposes. If not mutually agreed to, The Union reserves the right to file a grievance. The decision to contract out will be made by the Governing Body of the Employer.

## ARTICLE 132-STRIKE

No public employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage or support a public employee strike. No public employer shall cause, instigate or engage in any public employee lockout pursuant to (Article 7E Public Employee Bargaining [10-7E-21]).

## ARTICLE 133-VOLUNTEERS

The Employer agrees not to use volunteers in lieu of existing or future Union members. It is further agreed that no new volunteer positions will be created.

## ARTICLE 134-LAYOFF

In the case of a reduction in force, affected employees and the Union shall receive written notice six (6) weeks advance. Employees with the least seniority in the Fire Department shall be laid off first and their names shall be placed on a recall list.

## ARTICLE 135-RECALL

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for two (2) full years and employees shall be recalled from the list in order of seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification; if accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list. The employer will make classroom training available, at no cost, for laid-off employees to maintain their certification if they so desire.

## ARTICLE 136-RETIREE REHIRE

The Union and management agree that the rehiring of retired Santa Fe Fire Department employees is an area of mutual concern. We agree that issues of employee seniority, leave accrual and usage, promotional policies, and pay grade are to be discussed by LMC and made a part of this contract via a memorandum of understanding prior to the rehire of any said employees.

## ARTICLE 140-SUCCESSORS

This Agreement shall be binding upon the successor and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

## ARTICLE 141-SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected.

If any provision of this Agreement, or any application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## ARTICLE 142-GENDER

Gender usage in this agreement shall be construed to include both male and female employees.

## ARTICLE 143-DOMESTIC PARTNERSHIP

The definition of a domestic partner shall be referenced to Policy Number 2500-5-2 of the City of Santa Fe Administrative Manual. Members that meet the definition of domestic partners shall receive all the benefits of this agreement.

The employer and union agree that all benefits awarded to married couples shall be granted to employees in a recognized domestic partnership as defined in the City of Santa Fe's Benefits policy.

## ARTICLE 150-DURATION OF THE AGREEMENT

This agreement shall remain in full force and effect until June 30, 2024.

Negotiations of Section III of the Agreement shall begin no later than October 1, 2021 for fiscal year 2022-2023, and no later than October 1, 2022 for fiscal year 2023-2024 with each negotiations cycle being complete on or before December 31 of each year. In addition, each party may open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties.

Negotiations for a subsequent agreement shall begin no later than October 1, 2023 and be complete on or before December 31, 2023.

Any provision of this Agreement between the City of Santa Fe and the Santa Fe Firefighters Association that requires the expenditure of funds is contingent upon the specific appropriation of funds by the Governing Body and upon the availability of funds.

## SECTION II

## ARTICLE 201-GRIEVANCE PROCEDURE

Grievances shall be limited to alleged contractual violations or misapplication or misinterpretation of any provisions of this Agreement.

Informal Resolution
The parties are encouraged to resolve matters at the lowest possible level prior to escalating a grievance through the formal grievance procedure. The matter may be brought to the LMC prior to resorting to the following resolution steps.

Formal Resolution
Grievances may only be filed on behalf of an individual employee or group of employees covered by this Agreement, or the Union as the exclusive representative.

An individual employee may not invoke or file a grievance under this article.

All formal grievances shall be filed in writing and shall contain the following:

1. The name and classification of the affected employee
2. The date and time the alleged incident or violation took place
3. A clear and concise statement of the grievance
4. The specific section or sections of this Agreement the affected Member contests have been violated
5. The specific section or sections of this Agreement the Union contests have been violated
6. The relief sought

Step 1:
If a mutually agreed upon solution is not reached through informal resolution, the Union may submit a formal grievance to the Fire Chief within ten (10) business days. The Fire Chief shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2.

If the Fire Chief determines that a grievance has been filed in response to an alleged violation, misapplication, or misinterpretation of this agreement by Management outside of the Fire Department, the Fire Chief shall forward the grievance to the City Manager and the process shall immediately move to Step 2.

Step 2:
The grievance may be filed with the City Manager within ten (10) business days after the time for response from the Fire Chief. The Union shall submit the grievance to the City Manager in writing. The City Manager shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union (but not by the individual employee) as per Article 203 within twenty (20) business days after the time for response of the City Manager.

Miscellaneous
Once a grievance has progressed to Step 2, recording devices may be used by either party participating in a grievance proceeding provided the other party has been given written notification three (3) business days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

If the Employer fails to respond within the designated time limits, the grievance shall move to the next step in the grievance process. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his or her own cost.

A grievance may be withdrawn by the Union at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

## ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE

Discipline/Corrective Action or discharge shall only be for just cause. All disciplines shall be held in the strictest confidence.

The primary purpose of this is to train or correct performance or behavior that is below standards or that is contrary to the Employer's legitimate interests.

Discipline/Corrective Action shall be progressive and will consider the following courses of action:

A. Informal Counseling: A supervisor may initiate an informal counseling session at their discretion. Any written communications shall be kept between the supervisor and the employee and will detail both the infraction and the recommended remedial actions. These may be material in any subsequent Disciplinary/ Corrective Actions involving the employee.
B. Oral Reprimand
C. Written Reprimand
D. Suspension
E. Disciplinary Demotion
F. Termination

Because of the serious nature of some infractions, a more severe form of discipline, including dismissal, may be appropriate without first having imposed a less severe form of discipline.

<u>Informal Investigations</u>

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten

(10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.

2. The investigation meeting shall be considered part of the investigation. A Union steward must be present at the investigation meeting. An immediate supervisor and his or her supervisor or designee (excluding the Fire Chief) may be present at the investigation meeting. The investigation meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story, and to take into account any extenuating circumstances. If an Employee is on leave on the date an investigation meeting has been scheduled, the meeting shall be rescheduled on a date mutually agreed upon by both parties.

3. Upon completion of the informal investigation meeting, and no later than five (5) business days thereafter, the supervisor shall present the employee with either a memo stating that no formal disciplinary action is recommended or a Disciplinary/ Corrective Action form with the recommended action checked. The employee should sign this form as an acknowledgment that he/she is aware of the action being recommended. A signature does not indicate agreement with or acceptance of the recommended disciplinary action.

4. The Disciplinary/Corrective Action Form is forwarded to the Fire Chief for review.

5. If the employee wants to dispute the supervisor's recommendation, they may submit a written appeal to the Fire Chief. Appeals will be submitted no more than ten (10) business days after the first business day following the date the Employee was presented with the Disciplinary/Corrective Action form.

6. The Fire Chief may request a meeting with the Employee and a Union representative to discuss the appeal and its settlement. Upon review of the relevant facts, the Fire Chief may withdraw, modify or concur with the proposed action and forward it on to the Human Resources Director. The Fire Chief will notify the employee in writing of their decision no more than ten (10) business days after receiving the appeal.

7. The Human Resources Director shall review the documentation for completeness and compliance with the contract and forward it to the City Manager within five (5) business days.

8. The employee may file an appeal of the disciplinary action determined by the Fire Chief if it is a written reprimand, suspension, demotion, or termination. The employee will file such an appeal with the City Manager within ten (10) business days after the employee receives the recommendation of the Fire Chief.

9. The City Manager shall respond in writing within ten (10) business days of receipt of the written appeal and may within this time period request a meeting with the Employee and the Union to discuss the appeal and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement.

10. If the appeal is not satisfactorily resolved at this level, and the recommended action is a suspension, demotion or termination, the appeal may be submitted to final and binding arbitration by the Union as per Article 203 (but not by the individual employee) within twenty (20) business days after the time for response of the City Manager. If the appeal is not submitted to final and binding arbitration by the Union within twenty (20) business days after the time for response of the City Manager, the City Manager's action shall be final and binding on the employee.

If the Employer fails to respond within the designated time limits, the action shall become null and void.

<u>Disciplinary Actions:</u>
Oral Reprimand – A record shall be kept in the employee's file at Fire Department Headquarters for not less than three (3) months. Oral reprimands may be removed via memo to the Fire Chief.

All other disciplinary actions shall become a part of the Employee's official personnel record. Disciplinary actions may be removed by the employee if the employee requests their removal in writing to the Human Resources Director via the Fire Chief as follows:
1. Written reprimands – Not less than six (6) months

2. Suspensions – Not less than twenty-four (24) months
3. Disciplinary demotions – Shall remain in the employee's file as long as they are employed by the Santa Fe Fire Department

If an employee receives an additional official disciplinary action during the above-specified time frame, the initial disciplinary action shall be held in the personnel file of the employee no longer than the length of time the most current disciplinary action is held.

Miscellaneous:

A. If the initiating party is the Fire Chief, following the informal investigation meeting, the recommended action and the appeal will go directly to the City Manager.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties if extenuating circumstances exist.

C. If an appeal has been filed with the City Manager, recording devices may be used by either party participating in the disciplinary process provided the other party has been given written notification three (3) days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

A party to this Agreement or an individual employee may be represented by counsel at any step of the appeal procedure at his or her own cost.

## ARTICLE 203-ARBITRATION PROCEDURE

Disputes between the Union and the Employer arising from a grievance, an appeal of disciplinary action, or the declaration of impasse in the negotiation of this Agreement may be submitted to final and binding arbitration in order to reach a resolution.

To request arbitration for a grievance, as per Article 201, or the appeal of disciplinary actions, as per Article 202, the Union shall serve a written demand for arbitration upon the Employer within twenty (20) business days from the time of response from the City Manager.

To request arbitration to resolve negotiations at impasse, either party shall serve a written demand for arbitration upon the other no more than fifteen (15) business days following the declaration of impasse.

No more than five (5) business days after receiving or issuing the written demand for arbitration, the Employer shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

The parties will confer to select the arbitrator no more than five (5) business days after a list of arbitrators has been received. The selection shall be made by the Union and the Employer alternately eliminating names. The parties shall flip a coin to determine who shall strike the first name. The last name remaining shall be the arbitrator. If either party fails or refuses to strike a name from the list, the other party may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter.

Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

The arbitrator's decision shall be final and binding on the parties. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement. However, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief.

If the arbitrator rules in favor of the Union, the Employer shall pay the arbitrator’s fees and expenses. If the arbitrator rules in favor of the Employer, the Union shall pay the arbitrator’s fees and expenses. If the arbitrator’s ruling does not clearly support the position of either party, both parties shall pay one-half of the arbitrator’s fees and expenses.

The arbitrator shall not have authority to make an award that includes a fine or other punitive damages or award of attorney's fees.

In an arbitration involving the appeal of a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In an arbitration where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof by a preponderance of the evidence.

In an arbitration to resolve the declaration of impasse in negotiating this Agreement, either party may require that the issue first be mediated prior to submitting it to final and binding arbitration.

## ARTICLE 210-STAFFING LEVELS

In order to assure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:
Minimum staffing shall be Thirty-four (34) members per shift, not including the any personnel under the Support Services Division and Battalion Chiefs.

Qualified individuals may choose to work as a BC if they are asked to and doing so will not require mandatory overtime in the Company Officer position. If BC overtime is accepted on a different shift this rule does not apply.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed in Labor-Management Committee per Article 220.

Station:
Minimum staffing shall be Five (5) members per station with the exception of Station 10 which will be staffed with a minimum of Two (2) ARFF active members.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the Captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.
2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if the Rescue has been reduced to Two (2) personnel.
3. Staffing of additional apparatus will only take place if Thirty-six (36) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:
Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Two (2) SFFD personnel: One (1) Engineer, One (1) Company Officer.

Medic Unit:
Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain or Lieutenant, Engineer or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:
Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Crash Rescue Vehicle:
The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's part 139 requirements.

Type 6 Engine:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

In the event a Type 1 Engine, Quint/Ladder, or Rescue drops to Two (2) personnel and minimum manning is below Thirty-four (34), prior to 2200 hrs, the BC will outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty four (34) as outlined in article 330.

## ARTICLE 211-SHIFT ENGINEERS

Two (2) Shift Engineers will be assigned per shift. Shift Engineers will be assigned to fill in for station Engineers who are not at work in their respective assignment for any reason. When a station Engineer assignment is unmanned, a Shift Engineer assigned to the affected shift will fill it before other Engineers are used. A Shift Engineer may be utilized in other positions according to qualifications and licensure when no station Engineer assignments need to be filled. Shift Engineers will be utilized based on order of promotion on their shift.

Shift Engineers may be offered overtime or be ordered in to work in accordance with Article 330 – Overtime.

When a permanent station engineer assignment becomes available, a Shift Engineer will be given an assignment without competition in the order they were promoted. If a Shift Engineer is offered a permanent station engineer assignment and declines, the individual will move to the bottom of the list.

Shift Engineers are not eligible for a permanent station assignment based on shift bidding or seniority.

## 212-LIEUTENANTS

Two (2) Lieutenants will be assigned per shift. Upon promotion, Lieutenants shall be assigned to a Captain until they have successfully completed a mentorship period. Until such time, they shall not be utilized as a Company Officer.

Once a Lieutenant has successfully completed their mentorship, they shall be assigned to fill in for station Captains who are not at work in their respective assignment for any reason. When a station Captain assignment is unstaffed, a Lieutenant assigned to the affected shift will fill it before Company Officers from other shifts are utilized.

It is the Battalion Chiefs' responsibility to ensure that the qualified Lieutenants on their respective shifts have an equal number of opportunities to fill unstaffed station Captain assignments. Such opportunities shall be offered to each Lieutenant on a rotating basis and shall not regularly exceed forty-eight (48) hours. (* See note at the end of this Article).

Battalion Chiefs shall offer on-duty Lieutenants the opportunity to fill all unstaffed station Captain assignments according to their place in the rotation prior to hiring overtime to fill the assignment(s) or utilizing a qualified on-duty Lieutenant to fill an unstaffed assignment.

On-duty Lieutenants who are not assigned to fill in for a station Captain may only be utilized in firefighter assignments.

Lieutenants who have successfully completed their mentorship may be offered overtime or be ordered in to work in accordance with Article 330 – Overtime. Such Lieutenants and Captains may trade shifts in accordance with Article 213 – Shift Trades.

*Note : Lieutenants may fill an unstaffed Captain assignment for more than forty-eight (48) hours in those instances where the respective assignment is scheduled to remain unstaffed for a period of ten (10) consecutive shifts or more (e.g., when the Captain is on FMLA, Military Leave, etc.).

Battalion Chiefs shall make every effort to ensure that the Lieutenants on the affected shift are given an equal amount of time filling the unstaffed assignment.

## ARTICLE 213– SHIFT TRADES

All bargaining unit employees will be allowed to trade shifts within their own classification. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, Fire Inspector I and Fire Inspector II shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Shift trades will be entered into the staffing program by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be

considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

In the event that a member who agreed to work a shift trade is unable to do so, that member will forfeit annual leave hours equal to twice the amount of hours traded. If an employee does not have enough annual leave hours available to cover such a forfeiture, they shall be placed on Leave Without Pay for the amount of time equal to the remaining hours owed. The only exceptions will be Funeral Leave, outlined in Article 310, a job-related injury, and/or a legitimate extenuating circumstance provided the member gives proper notification to a Battalion Chief or Fire Marshal.

## ARTICLE 214 - SHIFT AND STATION TRANSFERS

**Section 1 - Station Trade**
If two employees of the same classification mutually agree in writing to a station trade, the employer will grant such a request unless it is not deemed to be in the best interest of the Department. Reasons for such a denial shall be provided in writing to both employees. Employees on different shifts shall be allowed to request a station trade. The trade shall be in force for not less than one (1) year from the date it becomes effective.

**Section 2 - Shift Change**
Each year in October, any shift personnel wishing to change shifts shall submit their request in writing to the Battalion Chief. Such changes will be implemented based on seniority and by job classification. For this section, FF I and FF II shall be treated as one classification. Any new assignment shall remain in effect for not less than two (2) years. The two-year limit does not apply to involuntary reassignment. Reasons for reassignment shall be documented in writing and forwarded to the employees.

**Section 3 - New Fire Station/Station Vacancy**
In the event a new fire station or station vacancy is opened, each assignment at that station shall be offered to all members and assigned in order of classification and seniority. This section does not apply to remodeling or replacement of existing stations.

**Section 4 - Involuntary Reassignment**
Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

**Section 5 – On-Call Trade**
If two Fire Inspectors mutually agree in writing, i.e.: memo, to an on-call trade, the employer will grant such a request unless it is not deemed to be in the best interest on the department. The on-call trade will be initiated by the inspector requesting the time off. Final approval rests with the Fire Marshal or their designee.

## ARTICLE 215 - ARFF

ARFF certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One Captain, Two Lieutenants, and (3) three Firefighters with 3 years or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with (3) three years or greater may volunteer to be made ARFF active. If more than 9 members volunteer then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.
2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following with apply:

    a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage,

volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based upon seniority, with no more than one (from all three positions combined) allowed per shift.

b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.

3. If no volunteers are found then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority.
   The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

   All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

## ARTICLE 220-LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) consisting of three (3) Union representatives and three (3) Employer representatives. Union representatives shall be appointed by the Union. The Committee shall meet at the request of either party, or at least quarterly. The party requesting a meeting shall present a written agenda to each member at least five (5) business days prior to the meeting.

LMC shall have the authority to:

1. Discuss areas of mutual concern
2. Develop sub-committees of the LMC as deemed necessary
3. Clarify and/or amend, articles of this agreement
4. Review and discuss recommendations submitted by LMC sub-committees
5. Develop, agree upon, and sign memorandums of understanding (MOU's) deemed by both parties to be in the best interests of the Fire Department

LMC Sub-Committees

LMC sub-committees shall meet to discuss and formulate recommendations to LMC as deemed by the committee to be in the best interests of the department. Sub-committees shall include, but not be limited to, the following:

- Health and Safety (See Article 221)
- Standard Operating Procedures
- EMS

LMC sub-committees shall submit recommendations to LMC for review. LMC shall make any such recommendations available to the Union membership and the Employer. Recommendations agreed upon in LMC shall be implemented by an MOU where appropriate.

The Employer shall notify LMC and/or a designated Union representative prior to creating committees or sub-committees that affect union members.

Memorandum of Understanding (MOU)

Both Union and Management shall make a good faith effort to address and resolve areas of mutual concern through a formal MOU whenever prudent and/or appropriate. MOU's shall detail the nature and intent of the understanding and/ or mutual agreement between both parties.

Any MOU must be signed by both the Fire Chief and the Union President (or their respective designee) to be valid.

A valid MOU is required in order for any of the following to occur:

1. Clarification or amendment to articles of this Agreement.
2. Revision of SFFD Standard Operating Procedures, Standard Operating Guidelines, and/ or Rules and Regulations that effect working conditions.
3. A change in working conditions that have not been the subject of collective bargaining but exist on the effective date of this Agreement.
4. Adding, rescheduling, or canceling of promotional testing processes for any classified position represented by the Union as outlined in Article 340 – Promotional Policy.

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of

LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

Both parties shall consider any MOU's amending articles of this Agreement as a formal proposal in the first negotiations process after it becomes valid. All such MOU's shall be null and void on the effective date of the first Collective Bargaining Agreement negotiated after it becomes valid.

In the event that LMC becomes deadlocked on issues outside of those listed above, the Employer reserves the right to make a decision and the Union reserves the right to file a grievance.

Time spent at LMC or LMC sub-committee meetings or activities shall be treated as hours worked for Union representatives in accordance with Article 112.

## ARTICLE 221- HEALTH AND SAFETY

Safety is an integral part of the responsibilities of every manager, supervisor and employee.

The Employer recognizes its obligation to comply with all applicable federal and state standards relating to health and safety in the Fire Department. The employee realizes that when engaging in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injury to self and others and that it shall be considered a disciplinary offense for any member to disturb any other member's personal safety equipment without that person's prior knowledge and approval. The Union through its various representatives will be accorded certain participatory rights relating to employee health and safety; however, it is not the intention of the parties that these provisions shall in any way diminish the Employer's exclusive responsibility as described in this article.

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's

representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

1. Meet at least quarterly.
2. Make annual inspections of Fire Department facilities.
3. Make inspections of approved SFFD Personal Protective Equipment (PPE) per NFPA 1851. The PPE inspection form shall be completed by all Fire Department personnel and overseen by the Battalion Chief for Fire Captain and the Fire Captain for the personnel under their supervision. It is every firefighter's responsibility to maintain a constant awareness of the condition of his or her PPE and immediately report any defects in writing to the employee's immediate supervisor. Any firefighter may request an inspection at any time. It is the responsibility of the Fire Captain to report, per the chain of command, any discrepancies or deficiencies noted.
4. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations will include a proposed schedule for implementation and estimate of costs involved.
5. Review all reports of job related accidents or injuries and make written recommendations to modify or add rules and procedures to further promote the avoidance of such incidents in the future.
6. Make written recommendations concerning the Fire Department's existing regular medical testing program to maintain or exceed compliance with NFPA 1582, 1992 Edition.
7. Provide members with information prior to the start of annual physicals which outlines what will and what will not be provided as well as provide education on the departmental exposure protocols.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company,

other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

## ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS

**Section 1 – PPE**

A. The Employer shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), wildland gear, and other protective equipment necessary to preserve and protect the safety and health of firefighters. All protective items shall meet the applicable standards at the time of purchase.

B. All purchase requests must be made by March 31st. The exception will be the replacement of damaged uniform items.

**Section 2 – Eye Protection**

A. The Employer shall furnish non-prescription eyeglasses as required.

**Section 3 – Class C Uniforms**

A. The Employer will provide at no cost to new bargaining unit members four pants, six Santa Fe Fire Department T-shirts, one jacket with liner, one pair of boots, one squad suit if requested, and one sweatshirt.

B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

**Section 4 – Class A & B Uniforms**

A. The Employer shall provide at no cost to new bargaining unit members one dress uniform consisting of one Class A jacket, one pair of dress pants, one cotton blend long-sleeve shirt, one cotton blend short-sleeve shirt, one Class A cover, one pair “Hi-gloss” Class A shoes, and one tie with a tie clip.

B. All members shall maintain one Class A and B uniform per the SFFD uniform guide.

**Section 5 – Uniform Replacement**

A. Requests for uniform items that are selected for replacement due to normal wear and tear or loss shall be submitted to the main office via e-mail by the employee and deducted from the established allocation per employee. A purchase order will be approved, if sufficient money is available in the employee's allocation, and made payable to the vendor.
    a. Each bargaining unit member shall be allocated six hundred twenty-five dollars ($625) uniform allowance at the beginning of each fiscal year.
    b. New bargaining unit members shall not receive a uniform allowance until the first full fiscal year in which they are off probation.
    c. Twenty (20) T-shirts, four (4) hats and four (4) sweatshirts per fiscal year may be purchased through the requisition system.

B. The Employer will replace approved uniform items, separate from the member's allocation, if the following conditions are met:
    a. The item is irreparably damaged or destroyed during emergency response activities.
    b. The member submits a uniform replacement form, a memorandum documenting how the damage occurred, and the damaged item to Fire Department Headquarters for processing.

C. City property issued to the employee shall become the responsibility of the individual employee. If it is determined that items are missing due to employee negligence, these items will be immediately replaced and their cost deducted from that employee's clothing allowance. If it is determined that the individual employee is not at fault for missing or stolen items, these items will be immediately replaced at no cost to the employee

Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or

uniform items will be made through the process prescribed in Article 220.

## ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.

2. A minimum of two (2) EMS refreshers will be provided per licensure level per year. Each Paramedic refresher will include ACLS and PALS renewal. A minimum of six (6) training applications must be received no later than the deadline specified in paragraph 5 below or the class may be canceled. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. Applications will be approved on a first come, first served basis.

3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.

4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.

5. The Training Section will provide employees a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no

more than fifteen (15) and no less than ten (10) business days prior to that deadline.

6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless 5.c applies.

    a. These classes will be included on the training calendar per paragraph 4 above.

    b. Employees wishing to attend these classes must make written application to attend to arrive at the Training Section no later than forty-five (45) days before the first day of the class.

    c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.

7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.

8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility will be included in the yearly safety inspection conducted by the Health and Safety Committee.

9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.

10. The employer will provide the following trainings within two (2) years of becoming a classified Rescue Technician contingent upon budget and staffing:

- Confined Space
- Rope Rescue
- Swift Water Rescue
- Auto Extrication

Rope Rescue and Confined Space Technician renewal courses, Swift Water Rescue renewal courses and Auto Extrication renewal courses will be offered to classified Rescue Technicians every two (2) years contingent upon budget and staffing.

## ARTICLE 231-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

The Fire Chief may waive the twenty day requirement.

## ARTICLE 240-SENIORITY

Seniority means a privileged status attained by length of an Employee's continuous service calculated from the last date of hire within the Santa Fe Fire Department. Continuous service shall be broken by the following:

1. Resignation
2. Discharge
3. Retirement
4. Employee is laid off for more than two years
5. Employee declines an opportunity to return to work after recall
6. Employee fails to return to work from a leave of absence

If two or more employees start on the same date, seniority will be determined within their hiring group as follows:

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe
3. For employees hired prior to July 1, 2009:
    - Highest Sum of all the digits in the employee's social security number

For employees hired after July 1, 2009:

- Highest cumulative test score average achieved during the SFFD Fire Academy

4. Flip of a coin

Seniority shall be used for:

1. Annual vacation selection
2. Shift changes, station vacancies, and new fire station as per Article 214
3. Temporary transfers

Seniority shall not be a determining factor on any emergency scene.

## ARTICLE 241-SHIFTS AND HOURS OF WORK

**Hours of Work**
Hours of work shall be defined as time that an employee is in duty at the employer's establishment or at the prescribed workplace, as well as all other time during which the employee is suffered or permitted to work for the employer as defined by FLSA.

**Emergency Services Section**
Members assigned to the Emergency Services Section will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

**Fire Prevention and Training Sections**
The standard shift for both Sections shall be one of the following:

1. **Non twenty-four (24) hour shift –** Will be from 8am to 5pm, with one (1) hour off for lunch, five (5) days per week, with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. During a week with a contract-approved holiday, members working a flex week schedule will revert to a standard week schedule. Otherwise, two weeks notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer; or
2. **Twenty-four (24) hour shift –** Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Changes to the standard week schedule for members assigned to either the Fire Prevention or Training Sections shall be discussed in LMC prior to implementation.

No members assigned to either the Fire Prevention or Training Sections shall be utilized in another assignment in order to satisfy minimum staffing requirements.

These schedules will hereafter be referred to as "Twenty four (24) hour shifts" and a "Non twenty-four (24) hour shifts" respectively. For all shifts, pay will be based on actual hours worked and/or actual leave hours taken.

## ARTICLE 242-LEAVE OF ABSENCE

The Fire Chief may approve leave without pay for up to ten (10) consecutive business days upon the written request of the employee. A request by an employee for leave without pay in excess of ten (10) business days must be approved by the Fire Chief and City Manager.

Leave without pay, when requested, may be granted only when the Fire Department can assure a position of like status and pay within the Fire Department upon the return of the employee from leave without pay.

If the Fire Department cannot assure a position in the Fire Department, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

Leave without pay may not exceed twelve (12) consecutive months. Employees on leave without pay in excess of thirty (30) calendar days will be credited with only thirty (30) calendar days towards eligibility for a productivity increase or toward seniority.

Employees shall not accrue sick or annual leave while on leave without pay. Service time will not be credited while on leave without pay.

Leave without pay will be reported on a Personnel Action Request Form only if it exceeds ten (10) business days.

Failure to report to work upon the expiration of approved leave without pay shall be accepted as a voluntary resignation of employment.

Return from leave without pay in excess of ten (10) business days will be reported on a Personnel Action Request Form.

During leave without pay, the employee shall pay the Employer's portion and his/her portion of the insurance in order to continue coverage.

## ARTICLE 243-MODIFIED WORK ASSIGNMENTS

Modified work assignments can be requested by an employee or the employer. Reasons for such a request can be inability to perform job duties due to injury or illness (light duty), pregnancy (non-hazardous duty), or as part of the discipline/corrective process (alternative duty).

**Section 1 – Light Duty**
Any employee placed on light duty by the Employer's occupational medicine doctor for a work related illness or injury may continue to work within the Fire Department without loss of pay or reduction of benefits. Work shall be found which permits an employee to perform tasks that will not exceed the scope of light duty and will not disrupt or conflict with the work of other Union members. Light duty status shall continue until the Employer's occupational medicine doctor either releases the employee to full duty or determines the employee will no longer be able to fulfill his job duties.

An employee may solicit a second opinion from a physician of his choice, the cost of which will be paid for by the Employer. The Employer's occupational medicine doctor and the employee's personal physician shall confer on treatment, care, and light duty status.

In cases where the Employer's occupational medicine doctor and the employee's doctor disagree, a mutually acceptable third and neutral specialist in the field of the Employee's injury/illness shall review the employee's medical records and make the final determination on the appropriate course of action.

Injury leave shall be in accordance with City Resolution 1988-11 establishing a workers compensation program for City employees.

An employee injured while off duty may be offered light duty depending on the type and severity of the injury, provided that the Employer can identify

work which permits the employee to perform tasks that will not exceed the scope of light duty. Such work may be in the Fire Department or other City departments. An employee wishing to be considered for such assignment should submit a written request to the Fire Chief. Light duty granted for an off-duty injury shall not exceed six (6) months in duration.

**Section 2 – Non-Hazardous Duty**
The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.

Non-hazardous duty shall mean an assignment within the Fire Department in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.

Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.

**Section 3 – Alternative Duty**
An employee may be assigned to alternative duty within the Fire Department as part of the discipline/corrective process.

## ARTICLE 245-COMPENSATORY TIME

Compensatory (comp) time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory, but is optional in lieu of financial compensation.

Comp time will be earned at the same rate as overtime and converted at the end of the overtime period. Comp time in only considered “accrued” after it is posted to the payroll summary. Members are not allowed to utilize hours that are yet to be posted by payroll.

Comp time, once earned, will be taken following the same procedure for taking Annual Leave and Personal Holiday as listed in Article 302, and use of said leave will be subject to the same restrictions.

Members will have the ability to carry-over up to 240 earned hours into the next calendar year.

## ARTICLE 248-VOLUNTARY DEMOTION

Any employee who voluntarily requests a demotion from current classification may be demoted to a lower appropriate classification if a vacancy exists. The employee shall make the request in writing for approval by the Fire Chief. The employee shall receive the rate of pay established for the lower appropriate classification for the contract year.

## ARTICLE 250-EXTREME WEATHER

Members shall not be required to perform strenuous non-emergency duties outdoors, including training exercises, when weather conditions are extreme. Extreme weather conditions are those conditions during which employees are likely to suffer injuries relating to excessive heat, lightning, high winds, ice, snow, or heavy rain. Weather conditions shall be determined to be extreme by the Battalion Chief(s) in consultation with Captains.

## ARTICLE 251-STATION MAINTENANCE

The Employer agrees to supply and make available necessary materials required for the day-to-day maintenance and upkeep of fire stations. The Employer agrees to supply items necessary to maintain satisfactory sanitary conditions of quarters within fire stations. The Employer will make every effort to consider the recommendations of station crews when purchasing furnishings or kitchen supplies for fire stations.

## ARTICLE 252-MAINTENANCE AND REPAIR

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Fire Department Fleet Section.

The Employer shall make every effort to keep an adequate supply of common maintenance items such as vehicle light bulbs, oil, fluids, and so forth. Any parts needed for repair but not in stock shall be ordered as soon as possible.

## ARTICLE 253-EMERGENCY ASSISTANCE FOR FIRE DEPARTMENT FLEET SECTION

Fire crews may assist the Fire Department Fleet Section with repairs to essential equipment and vehicles on an emergency basis.

## ARTICLE 255-DRUG AND ALCOHOL TESTING

Santa Fe Fire Department employees will follow the Drug and Alcohol Policy for the City of Santa Fe Fire Department (March 2003). This Policy is listed as an appendix to the City of Santa Fe Fire Department Rules and Regulations.

In addition, an employee has the option of acquiring a commercial driver's license (CDL) at the expense of the Employer upon approval of the Fire Chief. If the employee fails the exam or allows the license to lapse, any future cost associated with obtaining a CDL will be at the employee's expense.

## ARTICLE 256-COUNSELING SERVICES

The Employer agrees to provide, at no cost to the employee, up to six (6) professional counseling sessions for the employee, their spouse, and children. An employee involved in a job-related critical incident will be allowed ten (10) additional sessions. These counseling sessions shall remain confidential between the employee, the employee's family, and the counselor. Information shall be released to the Employer only with written consent of the employee.

## ARTICLE 258-TECHNOLOGICAL CHANGE

At least sixty (60) days prior to the introduction or implementation of substantial technological change affecting the employment status of Union members, the Employer shall by written notice furnish the Union with full information on the planned change or changes. This notice shall contain relevant information reflecting the nature and degree of change, the date or dates on which the Employer plans to effect the change, and the location or locations involved. Following the disclosure, both parties shall meet for the purpose of resolving any issue which may concern the employment status of any Union member.

## SECTION III

## ARTICLE 301-ADMINISTRATIVE LEAVE

1. Authorized Administrative Leave - The employer may authorize an employee leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.

2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will be charged with leave without pay and subject to disciplinary action.

4. Events - When the employer grants administrative leave to all city employees to acknowledge an event, Fire Department employees who are required to work, shall be paid double time for the same amount of hours. Off duty employees will receive straight time for the same amount of administrative leave hours granted.

5. Union Business - The employer shall grant administrative leave for union business in accordance with Article 112 of this contract.

## ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE

All personnel covered by this contract working a Non twenty-four (24) hour shifts shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 120 hours per calendar year

05-10 years of service - 140 hours per calendar year

10-15 years of service - 160 hours per calendar year

15-20 years of service - 180 hours per calendar year

20+ years of service - 200 hours per calendar year.

All personnel covered by this contract working Twenty four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 204 hours per calendar year

05-10 years of service - 238 hours per calendar year

10-15 years of service - 272 hours per calendar year

15-20 years of service - 306 hours per calendar year

20+ years of service - 340 hours per calendar year

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be advanced by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which the employee's years of tenure are counted shall be the date of hire.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the pay period immediately following completion of the required total length of service.

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths (2 ¾) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and un-forfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

   Twenty four (24) hour shift employees:

   01-05 years of service, six shifts

   05-10 years of service, eight shifts

   10-15 years of service, nine shifts

   15-20 years of service, ten shifts

   20+ years of service, twelve shifts

   Non twenty-four (24) hour shift employees:

   01-05 years of service, ten work days

   05-10 years of service, fifteen work days

   10-15 years of service, seventeen work days

15-20 years of service, twenty work days

20+ years of service, twenty five work days

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which not to exceed the number of shifts as stated above per years of service.

Annual Leave/ Personal Holiday/ Educational/ Compensatory Time Use

1. Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. Three (3) Firefighters and Three (3) Paramedics may be off per day. Requests for such leave shall be made at least seventy-two (72) hours in advance to the Battalion Chief for approval. Requests for leave made less than seventy-two (72) hours in advance of the day requested will be granted if voluntary overtime can be found. These requests shall be considered on a first come first serve basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and as long as approval of said leave does not create overtime. This additional approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.

2. The employee must have sufficient annual leave available for the requested time off.

3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.

4. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

## ARTICLE 303-PERSONAL HOLIDAYS

1. Personal Holiday

A bargaining unit member shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the member chooses.

2. Wellness Personal Holiday

Bargaining unit members will be entitled to one (1) additional personal holiday per calendar year if they do the following:

- Complete all portions of the Fire Department's annual physical
- Attempt all portions of the Fire Department's IFPAT
- Consent to the VO2Max test when offered
- Pass the red card qualification test.

Personal Holiday and Wellness Personal Holiday:

- Shall be requested in order of seniority after all personnel have requested for vacation time
- Must be taken within the calendar year offered or it will be forfeited
- Granted to members working Twenty four (24) hour shifts shall be taken in twenty-four (24) consecutive hours
- Granted to members working a Forty (40) hour week shall be taken during eight (8) consecutive hours

Members will not be compensated for an unused personal holiday or wellness personal holidays upon separation from the City of Santa Fe.

## ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All employees covered by this contract working Non Twenty four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 72 hours per calendar year.
01-05 years of service - 97 hours per calendar year.
05-10 years of service - 112 hours per calendar year.

10-15 years of service - 128 hours per calendar year.
15-20 years of service - 144 hours per calendar year.
20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 134 hours per calendar year.
01-05 years of service - 156 hours per calendar year.
05-10 years of service - 182 hours per calendar year.
10-15 years of service - 208 hours per calendar year.
15-20 years of service - 234 hours per calendar year.
20+ years of service - 260 hours per calendar year.

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee's immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment or death

If it is established in the course of a disciplinary action (as defined in Article 202) that a member has utilized sick leave for unapproved purposes, they may have the hours of such an absence charged as leave without pay and such abuse shall be grounds for disciplinary action. A supervisor may require an employee to furnish a written statement that outlines the reasons for use of said sick leave if the supervisor documents a pattern of abuse or evidence of use for unapproved purposes.

Use of Sick Leave

An employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes by verbal contact with an on-duty Battalion Chief prior to 0700 in the morning. If said employee will be at work the second day, they must have a verbal conversation with the on-duty

Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave. Any employee who is not on-duty the first 24-hour shift of the tour for any other reason and wishes to request sick leave for the second 24-hour shift of the tour must have a verbal conversation with an on-duty Battalion Chief prior to 2000 of the first shift. If the on-duty BC is not available, the employee will contact the Health and Safety Officer. If the Health and Safety Officer is not available, the employee will contact AC 1. Sick leave changes will be noted on Telestaff within the hour.

All employees covered by this contract working Non Twenty four (24) hour shifts, must request sick leave for approved purposes by verbal contact with their Direct Supervisor prior to One (1) hour before start of their shift. If the Direct Supervisor is not available the employee will contact the Health and Safety Officer. If the Health and Safety Officer is not available, the employee will contact AC II. Sick leave changes will be noted on Telestaff within the hour.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which his years of tenure are counted shall be the first day of the first complete calendar month worked.

2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.

3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the pay period immediately following completion of the required total length of service.

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

## ARTICLE 306-SICK LEAVE BANK

Eligibility

1. Any Santa Fe Fire Department employee may request hours from the sick leave bank if they have exhausted all of their sick and annual leave but would be eligible for Sick Leave as defined in Article 305.
2. The sick leave bank will operate on a case-by-case basis, with eligibility being based on the provisions of the Family and Medical Leave Act.

Process

1. The requesting employee will complete the sick leave bank request form.
2. Any Santa Fe Fire Department employee may donate sick leave, annual leave, and or personal holiday to the sick leave bank or individual member using the sick leave bank donations form. Personal holidays must be donated in full and must be used in the year they were earned. Donations will be strictly voluntary.
3. The donor must retain a combined balance of three hundred sixty (360) hours of sick and/or annual leave.
4. Leave will be donated in blocks of not less than four (4) hours.
5. A union representative shall collect sick leave donation forms.
6. A union representative will submit completed sick leave donation forms to the City of Santa Fe Fire Department Administrative Manager or designee. A union representative shall coordinate the receipt and distribution of sick leave bank hours, and maintain necessary records.

Use of Donated Sick Leave

1. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of pay. Hours requested from the sick leave bank will be converted to the receiving employee's rate of pay.
2. Donations will be processed in the order in which the Office Administrative Manager or designee receives them. Once the requested hours has been met, all other donations will cease to be

processed and held until such time as the requestor needs additional hours, or it is determined that no additional hours are needed. If additional hours are needed, the Administrative Manager or designee will process additional donation forms as needed. Once it has been determined that no additional hours are needed, the unprocessed donation forms will be destroyed.

3. Any hours processed but not used shall be retained by the Santa Fe Firefighters Association and stored in the sick leave bank.

## ARTICLE 310-FUNERAL LEAVE

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a Non twenty-four (24) hour shift] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by-case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee in the following order until each has been exhausted:

1. Sick
2. Annual

## ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend “for credit” courses that are scheduled during normal working hours. Educational Leave shall not be deducted from the requesting member’s Annual or Sick Leave, but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed or January 1 of that year, whichever comes first. Educational Leave shall be approved on a first come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 – Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/ Personal Holiday Time Use" headings:

- Five (5) bargaining unit members may be off per day, not to exceed two (2) members per classification.

The Employer may ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave. Employees who enroll in such classes are strongly encouraged to have such proof available prior to requesting Educational Leave.

## ARTICLE 312-FAMILY MEDICAL LEAVE ACT

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing sick leave until exhausted and then annual leave until exhausted.
2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank.

## ARTICLE 313-MILITARY LEAVE

As per section 20-4-7 NMSA Military Leave statute Military Leave for National Guard and Reserves:

All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine or Coast Guard Reserves shall be given not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to

other leave or vacation time with pay to which such employees are otherwise entitled.

On a case-by-case basis the Fire Chief upon approval of the City Manager may grant the employee additional days of paid military leave for periods of active duty or for training when he/she deems that such training or recall to duty will benefit the city by enabling that employee to better perform his/her duties required in his/her city occupation.

Military Leave will not be considered a break in service for the purposes of promotions (Article 340) or seniority (Article 240).

## ARTICLE 314-HONOR GUARD

The Employer shall grant on-duty Honor Guard members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed three (3) off per day. Proposed events shall be submitted to the Fire Chief or their designee 72 hours prior to event.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard if available.

## ARTICLE 315 – COURT LEAVE

A. When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such

appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.

B. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the City of Santa Fe Finance Department.

C. An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

D. At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

## ARTICLE 320-ANNUAL LEAVE BUY BACK

The employer may buy back that portion of an employee's annual leave that exceeds his maximum carry over at the end of each calendar year provided the following criteria are met:

1. A maximum of one hundred twenty (120) hours can be sold back in any one year, provided the balance will remain at the maximum carry over rate at the end of each calendar year.
2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year, his or her intentions to sell back the annual leave in excess of the maximum carry-over balance.
3. If sufficient City funding is available.

## ARTICLE 321-SICK LEAVE BUY BACK

The City may buy back sick leave on a yearly basis provided the following criteria are met:

1. A bargaining unit member shall have and/or maintain a minimum balance at the end of each calendar year of five hundred hours (500) if assigned to a Non twenty-four (24) hour

shift, or seven hundred hours (700) if assigned to a Twenty four (24) hour shift position before a buy back may occur.

2. The member must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31, of each calendar year, their intentions to sell back sick leave.

3. A maximum of one hundred twenty (120) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

3. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

4. If sufficient City funding is available.

## ARTICLE 322-SICK LEAVE AT RETIREMENT

**Sick Leave Buy Back:**
Upon meeting all City and PERA requirements for retirement, a member may at their discretion be paid for their accrued sick leave at a rate of one (1) hour for each two (2) hours of accrued leave. The rate shall be the employees pay rate on the date of their retirement from the City.

The member exercising this option shall:

1. State in writing his/her intention to retire under this option to the Human Resources Director via the Fire Chief.

**Sick Leave Acceleration:**
1. An employee must state in writing his/her intention to retire to the Human Resources Director via the Fire Chief;

2. An employee shall not realize any type of salary increase during the period of conversion and buy-back;

3. Should an employee change his/her mind during this period he/she shall reimburse the City for monies paid in full.

4. All employees may utilize accrued sick leave at the time of retirement for the purpose of acceleration at a rate of one (1) hour for each two (2) hours of accrued sick leave.

5. Employees with ten (10) consecutive years of service with the Santa Fe Fire Department may utilize one thousand (1000) hours of accrued sick leave at one (1) hour for one (1) hour at the time of retirement. Remaining hours shall be used at a rate of one (1) hour for each two (2) hours of accrued sick leave.

## ARTICLE 330-OVERTIME

The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(k) regarding compensation for hours worked are hereby incorporated as set forth in full. Calculations shall be based on a fourteen (14) day work period.

For Twenty-four (24) hour shift employees those hours worked in excess of 106 hours will be compensated at a rated of one and one-half.

For Non twenty-four (24) hour shift employees those hours worked in excess of 80 hours will be compensated at a rate of one and one-half.

The Employer and Union agree that overtime shall be offered to bargaining unit members as described in this Article.

The employee's acceptance of the available overtime within the electronic staffing program commits that employee to that assignment for that given day. Unstaffed positions may be filled in advance.

When an unmanned position must be filled, the Employer shall offer members via "outbound" up to twenty four (24) hours at a time until all shifts are filled.

Overtime lists shall be utilized in conjunction with Article 210-Staffing Levels. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Step 1 – Voluntary Overtime

Battalion Chiefs shall make every reasonable effort to fill all unstaffed assignments with voluntary overtime. Voluntary overtime shall be offered to members in the order they appear on the voluntary overtime list, which shall be organized as follows:

- Members within the classification of the position offered who have signed-up for overtime on the electronic staffing program, based on seniority, with the most senior member listed first.
- Members within the classification of the position offered, based on seniority with the most senior member listed first.
- Members signed-up for overtime on the electronic staffing program who qualify for the position offered, based on seniority with the most senior member listed first.

The voluntary overtime list shall be utilized on a rotating name-by-name basis. Once an employee accepts voluntary overtime of over four (4) hours, their name shall be rotated to the bottom of the list.

Step 2 – All Stations Page

In the event overtime from the voluntary overtime list is not available, the Employer shall request voluntary overtime from all stations via an "all stations page." When more than one member on the shift volunteers to work, the first member to volunteer shall have priority. In the event it is unclear which member accepted the overtime hours first the more senior member shall have priority.

Step 3 – Mandatory Overtime

In the event mandatory overtime is necessary, employees shall be ordered to fill mandatory overtime position for position as they appear on the appropriate mandatory overtime list. The mandatory overtime list shall consist of personnel scheduled to be at work the day before the unstaffed

assignment must be filled and shall be organized with those employees classified in the electronic staffing program as "On-Duty" (code 001) first before other personnel. Other SFFD personnel may be utilized to fill mandatory overtime positions as necessary. The list shall be organized by classification with each employee listed in reverse seniority order. When the mandatory overtime list is used to fill an unmanned position, the name of the employee filling that position shall be rotated to the bottom of the list provided the employee filled a minimum of two (2) hours of mandatory overtime.

All affected on-duty personnel will be notified up to 168 (one-hundred sixty-eight) hours in advance prior to being ordered to fill mandatory overtime. The Employer will continue through Step 1 and Step 2 in an attempt to find voluntary overtime. Employees may be ordered to fill mandatory overtime more than (one-hundred sixty-eight) 168 hours before the affected shift in those cases where extra apparatus will be placed in service for special events. The employee being ordered to work will be compensated at a rate of one and one-half times the employee's hourly rate per FLSA.

Overtime for Training/Classes

Mandatory Training:

Members shall be paid overtime for all Mandatory Training. Mandatory training shall be defined as that which is required for maintenance of a certification/licensure or classification, special skills, and training not specified in other areas of this contract. Mandatory training shall be compensated at a rate of one and one-half times the employee's hourly rate.

Voluntary Training:

Members attending classes approved by the Training Section shall receive compensation and/or be granted leave if requested and approved through the Fire Department training application procedure.

Members who attend classes that are approved and provided by the Training Section shall have those class hours considered as hours worked for the purpose of FLSA.

Leave for training will not affect FLSA compensation or overtime incurred prior to or after the conclusion of a training class.

## ARTICLE 331-SPECIAL SKILLS

The employer will pay a medical special skills base rate increase in the form of a flat forty cents ($0.40) per hour for those employees on Twenty four (24) hour shifts and sixty cents ($0.60) for those employees on a Non twenty-four (24) hour shift, for all bargaining unit members who maintain any one of the following:

1. New Mexico licensed EMT Intermediate
2. New Mexico licensed EMT Paramedic not serving as a classified Firefighter/Paramedic

## ARTICLE 332-HOLIDAYS

The following Holidays are those that shall be recognized and observed as of the date this contract is executed:

1. New Year's Day, January 1 (Actual)
2. Martin Luther King's Birthday, (City observed)
3. Presidents Day, (Observed Friday after Thanksgiving)
4. Memorial Day, (City Observed)
5. Independence Day, July 4, (Actual)
6. Labor Day, (City Observed)
7. Fiesta, Four (4) Hours on Friday of Fiesta Weekend, (City Observed)
8. Columbus Day, (City Observed)
9. Armistice Day/Veteran's Day, (City Observed)
10. Thanksgiving Day, (Actual)
11. Christmas Day, (Actual)

A. Employees who work the above holidays shall be compensated at a rate two and one-half (2.5) times their regular hourly rate.

Use of Leave during a Holiday:

1. Employees who are scheduled to work on any of the holidays listed above utilize any type of leave for that day will be compensated for twenty-four (24) hours at their regular rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
2. Employees who are scheduled to work on the holidays listed above whom do use leave will not have that leave deducted from their leave balances. And will not be paid for time not worked.
3. Employees may not use a personal holiday as a form of leave on any of the above listed holidays.

B. Shift employees who are not scheduled to work on the above listed holidays shall be compensated for twenty-four (24) hours at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

## ARTICLE 335-FIRE INSPECTORS STANDBY COMPENSATION

Fire Inspectors assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours pay.

Fire Inspectors assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors who are scheduled to work Twenty four (24) hour shifts.

## ARTICLE 336-PER DIEM

1. Bargaining Unit members attending approved training or required to work out of town shall receive per diem as allowed by City of Santa Fe Rules and Regulations. If adequate funding is not available, members may at their discretion volunteer to attend out of town training without receiving per diem.
2. The Employer shall determine if the member is to receive the rate prescribed in the City Rules and Regulations or actual expenses. The Employer shall explain the reasons for its determination to the member.
3. Bargaining unit members may request a travel advance by completing the following City of Santa Fe forms:
   a. Request for Travel Advance/Payment Reconciliation;
   b. Travel Request for Authorization;
   c. Purchase Voucher;
   d. Itemized Schedule of Expenses.

   The advance shall be eighty percent (80%) of the estimated amount. Remaining reimbursement shall be paid to the member within two weeks of a written request for reimbursement.
4. In order to receive advance payment, the bargaining unit member shall submit the completed forms to the Fire Department administrative office no later than fourteen (14) business days prior to the Monday of the week preceding the travel departure date.
5. Members working out of town on a deployment through the New Mexico Resources Mobilization Plan, Urban Search and Rescue, or other Emergency Management Assistance Compact are not eligible for per diem as described within this article.

## ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall due to be eligible for a testing process. The "qualifications for position" are

those things that a member shall do to be qualified to perform the position effectively if different than those required for testing.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

- Years of Service: 1
- Current Position: Cadet
- Requirements:
    - Cadet academy and probation
    - Completed FFI Task Book
    - FAA ARFF
- Testing Process: Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 1
- Current Position:
    - If being hired as a licensed Paramedic: Cadet
    - To be eligible for Paramedic School: Firefighter I or II
- Requirements:
    - NM Paramedic License
    - Firefighter I requirements
- Testing Process:
    - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.

    - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.

Paramedic II

- Years of Service (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - Rescue Operations
    - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
    - Confined Space Technician
    - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - Engine Operations

    - Completed Engineer Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as an Engineer until they have successfully completed the following:
    - Pump Operations

Engineer

- Years of Service: 4
- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test which shall have a weight of fifty percent (50%) and a practical evaluation which shall have a total weight of fifty percent (50%).
- Qualification for position: Candidates shall successfully complete the following within six (6) months: IFSAC Fire Inspector I

Inspector II

- Years of Service {In Current Position): 4 ½ ( ½ )
- Current Position: Inspector I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within six (6) months: ICC Fire Inspector I

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Deputy Fire Marshal, or Training Captain
- Requirements for testing:
    - Q464 - ICS300 Review
    - Q318 - Fire Service Supervision
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
    - Rescue Operations
    - Engine Operations
    - Completed Lieutenant Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as a Lieutenant until they have successfully completed the following:
    - FAA ARFF Active
    - ICS 300
    - Company Officer mentorship
    - Company Officer
    - Instructor I

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
    - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation.

Training Captain

- Years of Service {In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Deputy Fire Marshal, Lieutenant, or Captain
- Requirements for testing:

    - Q464 - ICS300 Review
    - Q318 - Fire Service Supervision
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
    - Rescue Operations
    - Engine Operations
    - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation.
- Qualifications for position: Candidates shall successfully complete the following within one year:
    - ICS 300
    - Company Officer
    - Instructor I

<u>EMS Captain</u>

- Years of Service {In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Lieutenant, Captain, or Training Captain.
- Requirements for testing:
    - Q464 - ICS300 Review
    - Q426 - Introduction to Fire and EMS Supervision and Management
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
- Testing Process: Shall consist of an interview
- Qualifications for position: Candidates shall successfully complete the following within one year:
    - ICS 300
    - Company Officer
    - Instructor I
    - Must obtain and maintain PALS Provider or Instructor card

<u>Deputy Fire Marshal</u>

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II

- Requirements for testing:
    - Q464 - ICS300 Review
    - Q318 - Fire Service Supervision
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
- Testing Process: Shall include a written test which shall have a weight of fifty percent (50%) and practical evaluation which shall have a weight of fifty percent (50%).
- Qualifications for position: Candidates shall successfully complete the following within one year:
    - ICS 300
    - Company Officer
    - Instructor I
    - ICC Fire Inspector II
    - ICC Certified Fire Plans
    - Safer NM Now Car Seat Technician

## SECTION 2 – PROMOTIONAL TESTING PROCESS

### Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Five (5) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, "in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days notification in advance of any such additional testing.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising – All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

1. A written test shall be a validated multiple choice test administered by the Training or Prevention Section, or independent contractor.
2. The candidate's test score shall be the total percentage of correct answers.
3. The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

1. Shall be developed and administered by the Training or Prevention Section, or independent contractor. All testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.
2. Practical Evaluations may include:
    a. Oral presentations
    b. Interviews
    c. Practical skills demonstrations
    d. Assessment centers
    e. Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Passing Score

The minimum passing score on a written test shall be seventy percent (70%).

The applicant must have a combined written and practical score of eighty percent (80%) to pass when both the written and practical evaluations are scored.

If the testing process only requires a practical evaluation, the minimum passing score shall be eighty percent (80%).

Individuals who fail or are not recommended for promotion in any part of the testing process shall not be placed on the eligibility list. If a candidate fails or is not recommended for promotion, the reasons for such action, all testing material pertaining to that candidate, and suggestions for how the candidate may improve, shall be presented to them if requested.

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility List

All candidates who pass the required promotional test shall be placed on an eligibility list. The Fire Chief or designee shall notify all candidates of their

ranking on the eligibility list within five (5) days of receiving the results. Eligibility Lists shall be effective until exhausted, or for one (1) calendar year after their creation, whichever comes first.

Promotions

The Fire Chief shall utilize the eligibility list and the rule of three when selecting personnel for promotion. Promotions shall be effective no later than the first day of the first full pay-period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the City.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the City.

## ARTICLE 345-INSURANCE BENEFITS

**Section 1 – Medical Coverage**
The employer shall continue to offer a medical coverage plan. The Employer will pay an amount equal to seventy six and one half percent (76.5%) of the cost of the group medical insurance currently offered by the Employer. Insurance co-pays shall remain the same or lower unless the Group Benefits Advisory Committee for City Employees recommends that they be raised and both parties agree to such a raise.

**Section 2 – Dental Coverage**
The Employer shall continue to offer a dental coverage plan. The Employer will pay an amount equal to sixty five percent (65%) of the cost of the group

dental insurance currently offered by the Employer. If the plan is changed as a result of a new contract or provider, any change in premiums shall be equally applied to both the Employer and Employee. A representative of the Union may participate on the proposal evaluation committee if the city considers changes in the current dental programs.

**Section 3 – Retiree Medical Coverage**
The Employer shall continue to contribute to the New Mexico Retiree Health Care Authority. Employees shall be assessed in accordance with the New Mexico Retiree Health Care Authority requirements. The Employer shall contribute in accordance with the New Mexico Retiree Health Care Authority requirements. At the time of retirement from the City, the Employee has the option to enroll in the retiree medical coverage plan.

**Section 4 – Term Life Insurance**
The employer shall continue to provide a term life insurance plan with basic life insurance coverage of $10,000 included as part of the medical plan and premium. The employer shall continue to offer optional supplemental term life insurance coverage offered independently of the medical coverage. The supplemental term life insurance benefit shall be based on two (2) times the employee's annual base salary with the employer paying an amount equal to sixty percent (60%) of the cost of the purchase of the group life insurance. Any percent of premium change charged by the provider shall be applied to both the employer and the employee.

**Section 5 – Other Insurance Programs**
The employer shall continue to provide other insurance plans, such as but not limited to, universal life, long-term disability, cancer, intensive care, family life coverage, and prepaid legal. The insurance premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers. Insurance shall be offered or continue to be offered only if at least ten percent (10%) of the employees elect to participate with a particular firm.

**Section 6 – Premium Only Plan**
The employer shall continue to provide an optional premium only plan (POP) in which the medical premiums paid by the employee are tax deferred. The program shall comply with all IRS rules and any changes to those rules.

The Union shall participate on the Group Insurance Benefits Advisory Committee for City Employees or any other committee formed to establish, evaluate, select, and/or recommend group insurance coverage including, but not limited to, medical, dental, or vision plans. Each Union shall participate and have one vote on such a committee.

There shall be no alterations to the plans or programs described in the sections above prior to the consideration of and recommendations made by such a committee.

## ARTICLE 350-WAGE/SALARY SURVEY

The Union shall be permitted to address in person and in writing any consultant employed by the Employer for the purpose of studying and/or recommending changes to the City's classification and compensation system.

## ARTICLE 360-CITY OF SANTA FE PICK-UP OF EMPLOYEE PERA CONTRIBUTIONS

The city will pick up seventy five percent (75%) of the employee's total contribution rate.

## ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2021/2022)

Bargaining unit employees shall receive a four (4) percent salary increase effective the first full pay period in fiscal year 2021/2022 following approval of this agreement by the City's Governing Body.

## ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2021/2022)

All bargaining unit members shall receive a zero percent (0%) cost of living adjustment to their base salary.

## ARTICLE 363-TIME IN SERVICE STEP INCREASE

Section 1

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression based on years of service of one letter grade as reflected on the Pay Plan (Article 370). Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.

## ARTICLE 364-PAYROLL DISCREPANCIES

In the event an employee has a payroll discrepancy, the City shall evaluate and respond within seven (7) business days with a course of action and/or request for any additional clarification. The City shall make every effort to correct in a timely manner.

# ARTICLE 370- PAY PLAN

To calculate an average base annual salary, multiply by 2912 for shift employees. To calculate an average base annual salary, multiply by 2080 for non-shift employees.

| Year | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Position Title | | | | | | | | | | | | | |
| Firefighter I (F114) | 16.7430 | 16.9104 | 17.0799 | 17.2494 | 17.4210 | 17.5958 | 17.7715 | 17.9504 | 18.1303 | 18.3102 | 18.4943 | 18.6784 | 18.8666 |
| Firefighter II (F115) | 18.4163 | 18.6014 | 18.7866 | 18.9758 | 19.1641 | 19.3554 | 19.5499 | 19.7444 | 19.9420 | 20.1417 | 20.3445 | 20.5452 | 20.7522 |
| | | | | | | | | | | | | | |
| Paramedic I (F119) | 22.2820 | 22.5035 | 22.7302 | 22.9580 | 23.1868 | 23.4198 | 23.6538 | 23.8898 | 24.1290 | 24.3693 | 24.6126 | 24.8602 | 25.1077 |
| Paramedic II (119B) | 22.8394 | 23.0672 | 23.2981 | 23.5321 | 23.7661 | 24.0042 | 24.2445 | 24.4868 | 24.7322 | 24.9798 | 25.2283 | 25.4810 | 25.7358 |
| | | | | | | | | | | | | | |
| Engineer (F117) | 20.2582 | 20.4610 | 20.6658 | 20.8718 | 21.0808 | 21.2909 | 21.5030 | 21.7183 | 21.9357 | 22.1562 | 22.3777 | 22.6002 | 22.8259 |
| | | | | | | | | | | | | | |
| Rescue Tech (F117) | 20.2582 | 20.4610 | 20.6658 | 20.8718 | 21.0808 | 21.2909 | 21.5030 | 21.7183 | 21.9357 | 22.1562 | 22.3777 | 22.6002 | 22.8259 |
| | | | | | | | | | | | | | |
| Inspector I | | | | | | | | | | | | | |
| Non 24hr (125A) | 28.4492 | 28.7342 | 29.0212 | 29.3124 | 29.6057 | 29.9021 | 30.2006 | 30.5022 | 30.8069 | 31.1158 | 31.4278 | 31.7408 | 32.0580 |
| 24 hr (125B) | 20.3216 | 20.5265 | 20.7314 | 20.9383 | 21.1484 | 21.3595 | 21.5727 | 21.7890 | 22.0074 | 22.2269 | 22.4484 | 22.6730 | 22.9008 |
| | | | | | | | | | | | | | |
| Inspector II | | | | | | | | | | | | | |
| Non 24hr (126A) | 31.2946 | 31.6077 | 31.9238 | 32.2421 | 32.5645 | 32.8900 | 33.2186 | 33.5514 | 33.8874 | 34.2264 | 34.5686 | 34.9138 | 35.2633 |
| 24 hr (126B) | 22.3538 | 22.5774 | 22.8020 | 23.0298 | 23.2627 | 23.4936 | 23.7286 | 23.9668 | 24.2050 | 24.4473 | 24.6927 | 24.9382 | 25.1888 |
| | | | | | | | | | | | | | |
| Lieutenant (F120) | 23.2856 | 23.5186 | 23.7546 | 23.9918 | 24.2320 | 24.4743 | 24.7187 | 24.9662 | 25.2158 | 25.4686 | 25.7234 | 25.9792 | 26.2392 |
| | | | | | | | | | | | | | |
| Captain | | | | | | | | | | | | | |
| Training Captain | | | | | | | | | | | | | |
| Deputy Fire Marshall | | | | | | | | | | | | | |
| Non 24hr (121B) | 34.3148 | 34.6570 | 35.0043 | 35.3548 | 35.7074 | 36.0641 | 36.4250 | 36.7900 | 37.1582 | 37.5294 | 37.9049 | 38.2834 | 38.6662 |
| 24 hr (F121) | 24.5107 | 24.7562 | 25.0026 | 25.2533 | 25.5060 | 25.7608 | 26.0187 | 26.2777 | 26.5408 | 26.8060 | 27.0743 | 27.3458 | 27.6193 |

**2021-2022 Pay Plan**

| Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Position Title | | | | | | | | | | | | |
| Firefighter I (F114) | 14.8574 | 15.0062 | 15.1580 | 15.3088 | 15.4596 | 15.6156 | 15.7716 | 15.9286 | 16.0878 | 16.2490 | 16.4122 | 16.5776 |
| Firefighter II (F115) | 16.3436 | 16.5069 | 16.6722 | 16.8386 | 17.0071 | 17.1777 | 17.3493 | 17.5230 | 17.6977 | 17.8745 | 18.0523 | 18.2333 |
| | | | | | | | | | | | | |
| Paramedic I (F119) | 19.7746 | 19.9722 | 20.1708 | 20.3736 | 20.5785 | 20.7834 | 20.9914 | 21.2014 | 21.4136 | 21.6268 | 21.8431 | 22.0615 |
| Paramedic II (119B) | 20.2686 | 20.4724 | 20.6752 | 20.8832 | 21.0922 | 21.3023 | 21.5166 | 21.7318 | 21.9482 | 22.1686 | 22.3891 | 22.6127 |
| | | | | | | | | | | | | |
| Engineer (F117) | 17.9774 | 18.1584 | 18.3404 | 18.5224 | 18.7075 | 18.8947 | 19.0840 | 19.2743 | 19.4667 | 19.6622 | 19.8578 | 20.0564 |
| | | | | | | | | | | | | |
| Rescue Tech (F117) | 17.9774 | 18.1584 | 18.3404 | 18.5224 | 18.7075 | 18.8947 | 19.0840 | 19.2743 | 19.4667 | 19.6622 | 19.8578 | 20.0564 |
| | | | | | | | | | | | | |
| Inspector I | | | | | | | | | | | | |
| Non 24hr (125A) | 25.2481 | 25.5008 | 25.7556 | 26.0125 | 26.2725 | 26.5356 | 26.8008 | 27.0691 | 27.3395 | 27.6141 | 27.8897 | 28.1684 |
| 24 hr (125B) | 18.0357 | 18.2156 | 18.3976 | 18.5817 | 18.7678 | 18.9550 | 19.1454 | 19.3367 | 19.5291 | 19.7246 | 19.9222 | 20.1209 |
| | | | | | | | | | | | | |
| Inspector II | | | | | | | | | | | | |
| Non 24hr (126A) | 27.7732 | 28.0498 | 28.3306 | 28.6135 | 28.9006 | 29.1886 | 29.4809 | 29.7752 | 30.0737 | 30.3742 | 30.6779 | 30.9847 |
| 24 hr (126B) | 19.8380 | 20.0366 | 20.2363 | 20.4391 | 20.6430 | 20.8499 | 21.0590 | 21.2680 | 21.4802 | 21.6965 | 21.9128 | 22.1312 |
| | | | | | | | | | | | | |
| Lieutenant (F120) | 20.6658 | 20.8728 | 21.0808 | 21.2909 | 21.5041 | 21.7204 | 21.9367 | 22.1562 | 22.3777 | 22.6023 | 22.8280 | 23.0558 |
| | | | | | | | | | | | | |
| Captain | | | | | | | | | | | | |
| Training Captain | | | | | | | | | | | | |
| Deputy Fire Marshall | | | | | | | | | | | | |
| Non 24hr (121B) | 30.4522 | 30.7570 | 31.0648 | 31.3747 | 31.6878 | 32.0050 | 32.3253 | 32.6498 | 32.9753 | 33.3060 | 33.6388 | 33.9747 |
| 24 hr (F121) | 21.7516 | 21.9690 | 22.1884 | 22.4110 | 22.6356 | 22.8613 | 23.0890 | 23.3210 | 23.5550 | 23.7900 | 24.0271 | 24.2674 |

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives.

| | |
|---|---|
| Alan Webber, Mayor | Date |
| Mary McCoy, Finance Director | Date |

ATTEST:

| | |
|---|---|
| Kristine Bustos-Mihelcic, City Clerk | Date |

CITY ATTORNEY'S OFFICE:

| | |
|---|---|
| Christopher W. Ryan<br>Christopher W. Ryan (Jun 17, 2021 10:31 MDT) | Jun 17, 2021 |
| Senior Assistant City Attorney | Date |

Santa Fe Firefighters Association – IAFF Local 2059

| | |
|---|---|
| Adan Lopez, President | Date |
| Andrew George, Secretary | Date |

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **June 14, 2021**

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

**VIA:** **Jarel LaPan Hill, City Manager** JLH (Jun 20, 2021 21:32 MDT)
**Bernadette Salazar, Human Resources Director** Bernadette Salazar (Jun 17, 2021 17:17 MDT)
**Kyra Ochoa, Community Health and Safety Director** Kyra Ochoa (Jun 17, 2021 11:44 MDT)
**Paul Babcock, Fire Chief** Paul Babcock (Jun 17, 2021 11:43 MDT)

**FROM:** **Brian Moya , Assistant Fire Chief** Brian Moya (Jun 15, 2021 13:25 MDT)
**Lead Negotiator for the FY22 Management Team**

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**ITEM AND ISSUE:**
Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and Santa Fe Firefighter Association for FY22. Contract includes salary increases in the amount of $404,826 for sworn bargaining unit employees.

**BACKGROUND AND SUMMARY:**
For FY22 the City of Santa Fe allocated $404,826, which was an equivalent of a 4% increase and all salary dependent benefits for Santa Fe Fire Fighter Association employees. Through mutual collaboration between the Santa Fe Fighter Association and the City of Santa Fe Management Team, we were able to complete contract negotiations for FY22. The agreement was ratified by Santa Fe Fire Fighter Association. Below is a Summary of the items negotiated.

**Article 361**
Pay increases of 4% across the board for all bargaining unit employees0

**Article 102 Article 340**
The parties have agreed to transition the 4 existing EMS Captains from non union to union.

**Article 335**
Fire Inspectors who are on call may be assigned a take-home vehicle to use during the standby status.

**Article 302**
Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. (3) Firefighters and (3) Paramedics may be off per day.

**ACTION REQUESTED:**
The Santa Fe Fire Department respectfully requests your review and approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Firefighter Association.

# Final-Memo template to City Council.docx (002)

Final Audit Report 2021-06-21

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| By: | Brian Moya (bjmoya@ci.santa-fe.nm.us) |
| Status: | Signed |
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2021-06-21 - 3:32:06 AM GMT

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21**
**FOR CITY COUNCIL MEETING OF 06/30/21**

u) Request for Approval of CBA July 2021 through July 2024 between the City of Santa Fe and Santa Fe Firefighter Association Local 2059. (Paul Babcock, Fire Chief; prbabcock@santafenm.gov; (505)955-3110 / Brian Moya, Assistant Fire Chief; bjmoya@santafenm.gov; (505)955-3111)

| **Committee** | **Review:** |
|---|---|
| Finance Committee: | 06/21/2021 |
| Public Works Committee: | 06/28/2021 |
| Governing Body: | 06/30/2021 |

**FINANCE COMMITTEE ACTION:**

Approved on Consent

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

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

# City of Santa Fe, New Mexico

# memo

**DATE:** June 30, 2021

**TO:** Governing Body

**VIA:** Regina Wheeler
Regina Wheeler (Jun 23, 2021 15:53 MDT)
Regina Wheeler, Public Works Department Director

**FROM:** Sam Burnett, Interim Facilities Division Director

**SUBJECT:** Budget Adjustment Request

---

Item & Action

Approval of Budget Adjustment Request (BAR) in the amount of $725,000.00 to move the funding for high priority capital projects into capital budget.

Background & Summary

The Public Works Department has three shovel-ready projects that are high priority and Finance has identified available funding for these projects to proceed this year. These projects include the plastering of the Genoveva Chavez Leisure Pool, the rehabilitation of the Main Library Elevator and Tennis Court and Pickle Ball court resurfacing.

The Main Library elevator is currently off-line. The elevator must be repaired to provide access and for compliance with ADA standards.

The Genoveva Chavez Leisure Pool is closed awaiting re-plastering of the pool's shell. The vendor is updating the quote based on current costs and availability of materials. Staff working to schedule the repairs.

Pickle Ball is one of the fastest growing sports and the demand for courts striped for the sport is a high. Parks Division has coordinated with the community to make Fort Marcy the primary pickle ball facility. This BAR provides funding for resurfacing and striping the courts at Fort Marcy for pickle ball.
Tennis courts across the city will be resurfaced with the exception of Herb Martinez and Larragoite which require more extensive repairs and are planned for this fall, funded by the 2021 legislative appropriation of $1,000,000 for parks.

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works / CIP | 06/11/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Main Library - Elevators and drinking fountains | 3359980 | 572500 | GRT18PKG- REM&REPL | 250,000 | |
| GCCC - Leisure Pool | 3359980 | 520100 | GRT18FMD-REP&MAINT | 175,000 | |
| Parks - Tennis Court Resurfacing & Pickle Ball Upgrades | 3359980 | 520100 | GRT18PRA-REP&MAINT | 300,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| 2018 GRT Bond Premium - transfer to Bond Acquisition | 4009960 | 760335 | | 725,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Bond Acquisition Fund - transfer from Debt Service Fund | 3359980 | 660400 | | (725,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 725,000 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

Use of available 2018 GRT Bond Premiums to fund the Main Library Elevators, GCCC Leisure Pool Project, upgrades to the Tennis Courts and Pickle Ball areas.

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 400 | (725,000) |
| | |
| | |
| | |
| TOTAL: | (725,000) |

De Alva Calabaza 06/11/2021
Prepared By *{print name}* Date

J Samuel Burnett
J Samuel Burnett (Jun 11, 2021 16:10 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Jun 13, 2021 21:48 MDT)
Department Director Signature Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins
Andy Hopkins (Jun 14, 2021 09:27 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

# BAR for Bond Premium multiple projects

Final Audit Report 2021-06-14

| | |
|---|---|
| Created: | 2021-06-11 |
| By: | DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA2nhRe76OkDpBjCpO6yFP2Fs0uZLyQhE0 |

## "BAR for Bond Premium multiple projects" History

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2021-06-14 - 3:27:21 PM GMT

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# signed Misc BAR II 06 18 2021

Final Audit Report 2021-06-23

| | |
|---|---|
| Created: | 2021-06-23 |
| By: | DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAttgJwVGUkf0oL8VEzhf0LJtKiBnulVwJ |

## "signed Misc BAR II 06 18 2021" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
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Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-06-23 - 9:53:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-06-23 - 9:53:04 PM GMT

# City of Santa Fe New Mexico
## Memorandum

**Date:** June 23, 2021

**To:** Public Works Committee, Quality of Life Committee, and Governing Body

**Via:** Elias Isaacson, AICP, Planning and Land Use Director ESI
Noah Berke, AICP, Planner Manager NLB

**From:** Lee Logston, AICP, Senior Land Use Planner LL

**RE:** Resolution to Approve the Partial Vacation of the Existing Galisteo Road Public Right-of-Way, Contingent on Final Approval by the Planning Commission

**ITEM AND ISSUE:**

A RESOLUTION APPROVING THE VACATION OF EXISTING PORTIONS OF THE GALISTEO ROAD RIGHTS-OF-WAY AT GALISTEO ROAD'S INTERSECTION WITH ZIA ROAD, CONTINGENT ON THE PLANNING COMMISSION'S APPROVAL OF THE VACATION OF EXISTING RIGHTS-OF-WAY AND THE DEDICATION OF NEW RIGHTS-OF-WAY IN NEW ALIGNMENTS.

**RECOMMENDED ACTION:**

The Governing Body should **ADOPT** Resolution No. 2021-__, which will allow the Planning Commission to grant final approval of the vacation of existing Galisteo Road public right-of-way, contingent on the Planning Commission approving the vacation and dedication of new right-of-way at the intersection of Galisteo Road and Zia Road, in conjunction with its review of an application for a final development plan.

**EXECUTIVE SUMMARY:**

Owner Zia Station, LLC (Applicant), through its agent Merritt Brown, filed an application with the Planning and Land Use Department, seeking City approval of the vacation of a portion of existing Galisteo Road right-of-way (ROW) at Zia Road and the dedication of new ROW north and south of Zia Road in a new alignment (Application). The Applicant also submitted a proposed plat entitled, "Partial Vacation and Dedication Plat for Galisteo Road." The Application relates to the Applicant's proposal to construct a mixed-use, transit-oriented project on 22.7 acres (less and except those lands owned by NMDOT) at the northwest and southwest corners of St. Francis Drive and Zia Road (Project). The properties are zoned C-2 PUD (General Commercial Planned Unit Development). The Project would include apartments and townhomes for the north parcel, and a

mix of residential, office, and commercial uses for the south parcel. Buildings are proposed to be two stories adjacent to existing residential, and three-stories closer to St. Francis Drive.

On April 28, 2021, the Governing Body approved multiple Applications related to the Project, including general plan amendments for the properties on the northwest and southwest corners of Zia Road and St. Francis Drive, rezoning requests, and a preliminary development plan. The preliminary development plan approved by the Governing Body incorporated the proposed realignment of the intersection of Galisteo Road, which would move the intersection of Galisteo Road and Zia Road approximately 200 feet west of its current location, and improvements to Galisteo's intersection with Zia Road and St. Francis Drive. The conditions of approval for the preliminary development plan state that "[a]ll roadway improvements associated with the development must be constructed prior to opening Phase I," including the Galisteo Road realignment, and require the Applicant to "file an application and obtain Governing Body approval to vacate a portion of the Galisteo Street right-of-way and to realign a portion of Galisteo Street."

The present Application seeks approval of the vacation of a portion of the existing Galisteo Road public right-of-way, which is owned by the City for public use, on the condition that the Planning Commission approve the vacation and the dedication of new public right-of-way to the City in the proposed new alignment pursuant to a final development plan.

The procedure for reviewing and approving the request to vacate existing public right-of-way is different than the procedure for reviewing and approving the dedication of new public right-of-way. Under applicable State and City law, the request to vacate a portion of the existing public right-of-way requires a public hearing before the Public Works and Utilities Committee, approval by the Governing Body (as the owner, in this instance, of the land to be vacated), and final approval by the Planning Commission.

After the Governing Body's approval of this Resolution to allow the partial vacation, the request to dedicate new right-of-way in a new alignment can be reviewed and approved by the Planning Commission (subject to final inspection and acceptance of public improvements by City staff). Staff anticipates that the Planning Commission will consider the proposed vacation, dedication, and realignment in conjunction with the Commission's review of an application for a final development plan, which also falls within the Commission's review and approval authority.

If this Application and an associated request for a final development plan are approved, then the Applicant will bear all costs related to the vacation of existing right-of-way and dedication of new right-of-way, including installation of a pedestrian activated HAWK crosswalk with mid-street pedestrian refuge. The Applicant must also obtain the consent of utility owners in the existing right of way and relocate utilities at the Applicant's expense. New public improvements would include the construction and dedication of a new section of Galisteo to the north of Zia Road, terminating in a cul-de-sac. This new section of roadway will provide Rail Trail parking. Galisteo will remain open along its current alignment throughout the construction process, and will be closed when the new roadway is inspected by the City and accepted as being built to City standards and ready for traffic.

**ANALYSIS OF LEGAL REQUIREMENTS FOR VACATION:**

State statute and City Ordinance set forth requirements that must be met before the City may approve the partial vacation of the existing public right-of-way. The Governing Body must base its decision on the approval criteria and balancing test set forth in the law. Staff's analysis of the relevant requirements is summarized in the tables below.

**Table 1: Requirements from NMSA 1978, Section 3-20-12, Vacation or partial vacation of plat; approval of government having jurisdiction; duties of county clerk.**

| Requirement in Statute | Application to this Case |
|---|---|
| The owners of the land in the territory proposed to be vacated must sign a statement, duly acknowledged, declaring the plat or a portion of the plat to be vacated. | The City owns the public right-of-way proposed to be vacated. The New Mexico Supreme Court has concluded that a Resolution from the Governing Body can be used to meet this requirement. *See Sprague v. City of Las Vegas*, 1984-NMSC-052, ¶ 9, 679 P.2d 1283. |
| The owners' statement must be endorsed "Approved" by the planning authority of the municipality within whose platting jurisdiction the subdivision lies. | The New Mexico Supreme Court has concluded that the Planning Commission is the planning authority referenced in the statute. *See id.* If the Governing Body adopts the proposed Resolution, then Staff will submit the request to vacate existing public right-of-way to the Planning Commission for final review and approval, in conjunction with the request to dedicate new public right-of-way in a new alignment as part of a final development plan. |
| The vacation or partial vacation of a plat cannot adversely affect the interests or rights of persons in contiguous territory or within the subdivision being vacated. | This requirement is met because the Applicant owns all of the property contiguous to the right-of-way proposed for vacation. |
| The planning authority of the municipality may require that streets dedicated to the municipality in the original plat shall continue to be dedicated to the municipality | N/A. The proposed vacation and dedication realigns streets dedicated in the original plat. There would be no function in keeping the originally dedicated streets based on the development plan. |
| The owners of lots on the vacated plat or on the portion of the plat being vacated may enclose in equal proportions the adjoining streets and alleys which are authorized to be abandoned by the planning authority of the municipality | N/A. There are no adjoining streets or alleys to be abandoned. |

| | |
|---|---|
| The statement declaring the vacation or partial vacation of a plat and having the proper endorsements shall be filed in the office of the county clerk wherein the original plat is filed. The county clerk shall mark the applicable words "Vacated" or "Partially Vacated" across the plat and shall refer on the plat to the volume and page on which the statement of vacation or partial vacation is recorded. | If the Governing Body adopts the proposed Resolution, then both the Resolution and the plat entitled "Partial Vacation and Dedication Plat for Galisteo Road" will be filed in the records of the Santa Fe County Clerk. |

**Table 2: Requirements from Santa Fe City Code (SFCC) Section 23-1.2, Vacation or partial vacation of plat; approval of government having jurisdiction; duties of city clerk**

| **Requirement in Ordinance** | **Application to this Case** |
|---|---|
| Is the public right-of-way a necessary and integral part of the city's traffic and neighborhood scheme for travel? | The proposed realignment of the intersection of Galisteo Road and improvements to Galisteo's intersection with Zia Road and St. Francis Drive is an integral part of the preliminary development plan approved by the Governing Body, rendering the existing public right-of-way unnecessary for the neighborhood scheme of travel. It is also a recommended improvement by the Applicant's Traffic Engineer based on the proposed development and TIA. |
| Does the public right-of-way continue to be a necessary part of the city's utility easements which should not be disturbed? | The Applicant shall obtain the consent of utility companies in the existing right-of-way to dedicate new easements and relocate all utilities at the Applicant's sole expense. Therefore, the existing utility easements will be relocated. |
| Is the public right-of-way no longer needed or used as a public right-of-way, or has the right-of-way become a public nuisance? | The public right-of-way is not a public nuisance. The existing public right-of-way will no longer be needed for public travel as the new alignment will allow for equivalent or better public travel. |
| Have at least seventy-five percent (75%) of the grantors or their successors in interest approved of the vacation? | The Applicant is the successor in interest of the grantors who created the public right-of-way and owns all of the land contiguous to the areas proposed for partial vacation and dedication. |

| | |
|---|---|
| Does the city believe it is in the city's best interests to vacate or partially vacate the plat? | Because the proposed realignment of the intersection of Galisteo Road and improvements to Galisteo's intersection with Zia Road and St. Francis Drive is an integral part of the preliminary development plan approved by the Governing Body, the city has indicated that it is in the city's best interests to vacate the existing right-of-way. |
| In no circumstance shall any property be landlocked as a result of the vacation or partial vacation of a plat. | No property shall be landlocked as a result of the proposed vacation of right-of-way. |
| Have the owners of the land in the territory proposed to be vacated signed a statement, duly acknowledged, declaring the plat or a portion of the plat to be vacated? | As noted in Table 1 above, this requirement will be satisfied if the Governing Body adopts the proposed Resolution, as recommended by staff. |
| Has the owners' statement been endorsed "Approved" by the planning authority of the municipality within whose platting jurisdiction the subdivision lies? | As noted in Table 1 above, if the Governing Body adopts the proposed Resolution, then staff will then Staff will submit the request to vacate existing public right-of-way to the Planning Commission for final review and approval. |
| Has the public works and utilities committee reviewed each request for a vacation of plat or partial vacation of plat and make its recommendation for approval or denial of the request at a public hearing? | The request is scheduled for a public hearing and recommendation from the Public Works and Utilities Committee on June 28, 2021. |
| Will the partial vacation of a plat adversely affect the interests or rights of persons in contiguous territory or within the subdivision being vacated? | This requirement is met because the Applicant owns all of the property contiguous to the right-of-way proposed for vacation. |
| In approving the vacation or partial vacation of a plat, the planning authority of the municipality may require that streets dedicated to the municipality in the original plat shall continue to be dedicated to the municipality | N/A. The proposed vacation and dedication realigns streets dedicated in the original plat. There would be no function in keeping the originally dedicated streets based on the development plan. |
| The owners of lots on the vacated plat or on the portion of the plat being vacated may enclose in equal proportions the adjoining streets and alleys which are authorized to be abandoned by the planning authority of the municipality | N/A. There are no adjoining streets or alleys to be abandoned. |
| The statement declaring the vacation or partial vacation of a plat and having the | As noted in Table 1 above, if the Governing Body adopts the proposed Resolution, then |

| | |
|---|---|
| proper endorsements shall be filed in the office of the county clerk wherein the original plat is filed. The county clerk shall mark the applicable words "Vacated" or "Partially Vacated" across the plat and shall refer on the plat to the volume and page on which the statement of vacation or partial vacation is recorded. | both the Resolution and the plat entitled "Partial Vacation and Dedication Plat for Galisteo Road" will be filed in the records of the Santa Fe County Clerk. |
| The rights of any utility already existing shall not be affected by any vacation or partial vacation of a plat. | The Applicant shall obtain the consent of utility owners in the existing right-of-way to dedicate new easements and relocate all utilities at the Applicant's sole expense. Therefore, the rights of any existing utility will not be affected. |

**ATTACHMENTS**

Resolution
Exhibit A

1. Application
2. Plat entitled, "Partial Vacation and Dedication Plat for Galisteo Road"
3. April 6 & 8, 2021 Governing Body Minutes
4. Item #21-0191 Case #2020-2900 Findings of Fact and Conclusions of Law
5. Item #21-0192 Case #2020-2901 Findings of Fact and Conclusions of Law
6. Item #21-0193 Case #2020-2899 Findings of Fact and Conclusions of Law
7. Item #21-0194 Case #2020-2898 Findings of Fact and Conclusions of Law
8. Item #21-0195 Case #2020-2914 Findings of Fact and Conclusions of Law

Fiscal Impact Report

**APPENDIX**

1. NM NMSA 1978, Section 3-20-12, Vacation or partial vacation of plat; approval of government having jurisdiction; duties of county clerk.
2. Santa Fe City Code (SFCC) Section 23-1.2, Vacation or partial vacation of plat; approval of government having jurisdiction; duties of city clerk.

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2021-___**

**A RESOLUTION**

**APPROVING THE VACATION OF EXISTING PORTIONS OF THE GALISTEO ROAD RIGHTS-OF-WAY AT GALISTEO ROAD'S INTERSECTION WITH ZIA ROAD, CONTINGENT ON THE PLANNING COMMISSION'S APPROVAL OF THE VACATION OF EXISTING RIGHTS-OF-WAY AND THE DEDICATION OF NEW GALISTEO ROAD RIGHT-OF-WAY SOUTH OF GALISTEO ROAD'S INTERSECTION WITH ZIA ROAD IN A NEW ALIGHMENT, AND NEW GALISTEO ROAD RIGHT-OF-WAY NORTH OF GALISTEO ROAD'S INTERSECTION WITH ZIA ROAD.**

**WHEREAS,** Zia Station, LLC, owns parcels of land comprising approximately 22.7 acres (less and except those lands owned by NMDOT) located at the northwest and southwest corners of the intersection of Zia Road and Saint Francis Drive within Section 2, T.16N., R.9E., N.M.P.M., in Santa Fe County, New Mexico (the "Property"); and

**WHEREAS,** on February 18, 2021, the Planning Commission voted to recommend approval of general plan amendments, rezonings, and a preliminary development plan for the Property, which included a proposed realignment of Galisteo Road at its intersection with Zia Road and improvements

to the intersections of Galisteo Road and Zia Road, and of Zia Road and Saint Francis Drive; and

**WHEREAS,** on April 8, 2021, the Governing Body voted to approve the general plan amendments, rezonings, and the preliminary development plan for the Property; and

**WHEREAS,** on April 28, 2021, the Governing Body adopted written Findings of Fact and Conclusions of Law reflecting its decision to approve the general plan amendments, rezonings, and the preliminary development plan for the Property, which were filed with the records of the City Clerk as Items #21-0191, #21-0192, #21-0193, #21-0194, and #21-0195; and

**WHEREAS,** on May 13, 2021, Zia Station, LLC, through its agent Merritt F. Brown, filed an application to vacate portions of the existing Galisteo Road public rights-of-way at the intersection with Zia Road and proposed to dedicate new public rights-of-way in new alignments as part of the Zia Station development plan; and

**WHEREAS,** in conjunction with the May 13, 2021 application, Zia Station, LLC, submitted a "Partial Vacation and Dedication Plat for Galisteo Road," which shows the existing rights-of-way proposed for vacation and the location of the new rights-of-way proposed to be dedicated to the City; and

**WHEREAS**, City staff has reviewed the application and proposed "Partial Vacation and Dedication Plat for Galisteo Road," and has recommended approval by the Governing Body and the Planning Commission; and

**WHEREAS,** the realignments of Galisteo Road on the north and south sides of Zia Road, and the improvements of the intersections of Zia Road with Galisteo Road and with Saint Francis Drive, are integral elements of the preliminary development plan for the Property, as recommended by the Planning Commission and approved by the Governing Body; and

**WHEREAS,** Zia Station, LLC, is the fee-simple owner of all land contiguous to the portion of the Galisteo Road public rights-of-way proposed for vacation and realignment; and

**WHEREAS,** no property will become landlocked by virtue of the proposed vacations and

realignments; and

**WHEREAS,** the City obtained ownership of the portion of the public right-of-way proposed for vacation when the City annexed land from the County of Santa Fe that included the affected portion of Galisteo Road, which was previously known as County Road No. 69, as shown on the plat entitled "Lands within Sections 2 & 3 T16N R9E N.M.P.M. for Annexation to the City of Santa Fe Adjacent to its South and East Boundaries," which was filed in the records of the Santa Fe County Clerk on July 22, 1977, in Plat Book 55, Page 21, as Instrument Number 405,730; and

**WHEREAS,** the public right-of-way proposed for vacation is depicted on additional plats that have been filed in the records of the Santa Fe County Clerk, including the subdivision plat entitled "Candelero de Santa Fe, Unit III," which was filed on July 16, 1980, in Plat Book 82, Page 15, as Instrument Number 461,337; and the survey plat filed on September 22, 2003, in Plat Book 542, Page 24, as Instrument Number 1291,612; and

**WHEREAS,** SFCC 1987, Section 2-1.7 provides that the Governing Body shall have the management and control of all real property belonging to the City; and

**WHEREAS,** pursuant to NMSA 1978, Section 3-19-1(B)(1) (1965), and SFCC 1987, Section 14-2.3(B), the Governing Body has delegated to the Planning Commission the power, authority, jurisdiction, and duty to enforce and carry out the provisions of New Mexico law and the City Code relating to planning, platting, and zoning, except for those powers reserved to the Governing Body; and

**WHEREAS,** NMSA 1978, Section 3-49-1, authorizes the City to lay out, establish, open, vacate, alter, widen, extend, or otherwise improve public streets; and

**WHEREAS,** SFCC 1987, Section 23-1.2 sets forth procedures and requirements for the partial vacation of a plat, including a public hearing before the Public Works and Utilities Committee; and

**WHEREAS,** NMSA 1978, Section 3-20-12, provides for partial vacation of a plat if "(1) the owners of the land in the territory proposed to be vacated sign a statement, duly acknowledged, declaring the plat or a portion of the plat to be vacated; and (2) the statement is endorsed 'Approved'

by the planning authority of the municipality within whose platting jurisdiction the subdivision lies"; and

**WHEREAS,** in *Sprague v. City of Las Vegas*, 1984-NMSC-052, ¶ 8, 679 P.2d 1283, the New Mexico Supreme Court interpreted NMSA 1978, Section 3-20-12, to include the following three requirements: "(1) the owners of the property sought to be vacated must sign a statement declaring the property to be vacated; (2) the owners' statement must be approved by the planning authority; and (3) the owners' statement must be appropriately filed"; and

**WHEREAS,** pursuant to SFCC Section 23-1.2, Section 3-20-12, and *Sprague*, partial vacation of the existing right-of-way requires a public hearing before the Public Works and Utilities Committee, a statement by the Governing Body approving the vacation, and the subsequent approval of the Planning Commission; and

**WHEREAS,** the Governing Body has delegated to the Planning Commission the authority to approve the dedication to the City of new public right-of-way that is required to serve new development, subject to final inspection and acceptance by City staff; and

**WHEREAS**, on June 28, 2021, the Public Works and Utilities Committee held a public hearing on the application and proposed "Partial Vacation and Dedication Plat for Galisteo Road," reviewed the staff report and the evidence presented at the public hearing, and recommended approval of the proposed vacation; and

**WHEREAS,** approval of the application and proposed "Partial Vacation and Dedication Plat for Galisteo Road" will allow Zia Station, LLC, to shift the intersection of Galisteo Road and Zia Road approximately two-hundred (200) feet west of its current location, in accordance with the approved preliminary development plan; and

**WHEREAS,** traffic studies conducted on behalf of Zia Station, LLC, and reviewed by City traffic engineers demonstrate that moving the intersection of Galisteo Road and Zia Road two hundred (200) feet further west will improve traffic flows through the intersection of Zia Road and Saint Francis

Drive; and

**WHEREAS,** the proposed realignment of Galisteo Road would result in Galisteo Road intersecting Zia Road at a ninety (90) degree angle instead of the current acute angle; and

**WHEREAS,** pursuant to the approved preliminary development plan, Zia Station, LLC, will construct the proposed new intersection of Galisteo Road and Zia Road with a HAWK pedestrian crossing, which will be a light-controlled, pedestrian-activated crossing that will greatly improve pedestrian access and safety across Zia Road for the adjacent neighborhoods and those wishing to access the Rail Runner Station; and

**WHEREAS,** the current Galisteo Road segment north of Zia Road consists of a dirt path of approximately thirty-five to forty-five feet (35' - 45') in width, which narrows and then terminates at its intersection with the old railroad right-of-way; and

**WHEREAS**, the current Galisteo Road segment north of Zia Road does not meet the Street Design and Improvement Standards set forth in Chapter 14 of the SFCC; and

**WHEREAS,** pursuant to the approved preliminary development plan, Zia Station, LLC, shall build a new paved extension of Galisteo Road on the north side of Zia Road to a width of fifty feet (50'), which will meet the Street Design and Improvement Standards for a sub-collector with on-street parking, as set forth in Chapter 14 of the SFCC; and

**WHEREAS,** the approved preliminary development plan reflects that the new paved extension of Galisteo Road on the north side of Zia Road will include a full 50' radius cul-de-sac at its new terminus; and

**WHEREAS,** to realign the public rights-of-way, Zia Station, LLC, must obtain consent from owners of existing utilities located in the existing public right-of-way because, pursuant to State and City law, the partial vacation of a plat cannot be approved if the vacation would adversely affect the rights of any utility; and

**WHEREAS,** Zia Station, LLC, is responsible for all costs associated with the vacation and

realignment, including engineering, construction, and the relocation of existing utilities, including power and communications lines, a City of Santa Fe water line, and an underground gas line; and

**WHEREAS,** the proposed vacation and realignment of Galisteo Road would enable the public rights-of-way and associated utility easements to remain as necessary parts of the City's traffic and neighborhood scheme for travel and infrastructure, and would enhance traffic and pedestrian safety;

**WHEREAS,** the preliminary development plan is subject to a condition of approval that all improvements to Zia Road and Galisteo Road, including the realignment, must be constructed prior to the opening of Phase I of the Zia Station Development; and

**WHEREAS,** newly dedicated public rights-of-way are inspected by the City and must be accepted by the City before the City assumes ownership and maintenance responsibilities for the rights-of-way.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the proposed partial vacation of the existing Galisteo Road public rights-of-way is approved, contingent upon the Planning Commission's subsequent approval of the proposed vacation and the dedication of new rights-of-way in the new alignments, as set forth in the approved preliminary development plan for the Property.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

*Legislation/2021/Resolutions/Galisteo Road Plat Vacation*

# City of Santa Fe, New Mexico

**Case #2021-3662**
**Galisteo Road ROW Vacation**
**Public Works Committee**
**June 28, 2021**

# Exhibit A

1. **Application**
2. **Plat entitled, "Partial Vacation and Dedication Plat for Galisteo Road"**
3. **April 6 & 8, 2021 Governing Body Minutes**
4. **Item #21-0191 Case #2020-2900 Findings of Fact and Conclusions of Law**
5. **Item #21-0192 Case #2020-2901 Findings of Fact and Conclusions of Law**
6. **Item #21-0193 Case #2020-2899 Findings of Fact and Conclusions of Law**
7. **Item #21-0194 Case #2020-2898 Findings of Fact and Conclusions of Law**
8. **Item #21-0195 Case #2020-2914 Findings of Fact and Conclusions of Law**

# PLAN OR PLAT AMENDMENT APPLICATION

## Parcel Information

Project Name: PARTIAL VACATION AND DEDICATION PLAT FOR GALISTEO RD.

Address: 2401-2425 GALISTEO RD & 219 W. ZIA RD. Zoning: C-2, PUD

Previous Approvals: PRELIM. DEVO PLAN & REZONING Purpose of Amendment: GALISTEO RD. REALIGNMENT

## Property Owner Information

Company Name: ZIA STATION, LLC

Name: Last First M.I.

Address: P.O. BOX 5735
Street Address Suite/Unit #

SANTA FE, NM 87502
City State ZIP Code

Phone: (505) 473-7800 E-mail Address: merritt@sfbrown.com

## Applicant/Agent Information (if different from owner)

Company Name: SF BROWN, INC.

Name: BROWN MERRITT F.
Last First M.I.

Address: 2905 RODEO PARK DRIVE EAST BUILDING 4, SUITE 202
Street Address Suite/Unit #

SANTA FE NM 87505
City State ZIP Code

Phone: (505) 920-7011 E-mail Address: merritt@sfbrown.com

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

## Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at: 2401-2425 GALISTEO RD & 219 W. ZIA RD.

I/We authorize MERRITT BROWN OF SF BROWN, INC to act as my/our agent to execute this application.

Signed: [signature] Date: 5/18/21

Signed: Date:

## Signature

*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 of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning and annexation requirements.*

Signature: [signature] Date: 5/18/21

May 13, 2021

Mr. Lee Logston
Planning and Land Use Dept.
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

RE: Vacation and Dedication Plat - Galisteo Road in the vicinity of Zia Rd.
Zia Station Project

Mr. Logston,

Please let this letter serve as our formal application to the City of Santa Fe, along with the attached "***Partial Vacation and Dedication Plat for Galisteo Rd – Zia Station LLC***", prepared by Larry Medrano, NMPLS#11993, for the above referenced action as it relates to our Zia Station project now winding its way the through your department.

As you are aware, the realignment of Galisteo Road, both north and south of Zia Rd, is an integral element of the land use plan for the Zia Station project; shifting the Galisteo Rd / Zia Rd. intersection approximately 200' further west allows for vastly improved traffic flows through the Zia Rd. /St. Francis Drive intersection, enhancing public safety.

For all discussions, questions, or comments regarding this application, please direct all communications to me, as agent for the land ownership entity, Zia Station, LLC. I can be reached at:

**Merritt F. Brown – SF Brown, Inc.**
Mailing Address: P.O. Box 5735 – Santa Fe, NM 87502
Physical address: 2905 Rodeo Park Drive East – Building 4, Suite 202 – Santa Fe, NM 87505
Email address: merritt@sfbrown.com
Cell Phone: 505-920-7011
Work Phone: 505-473-7800 x.111

Zia Station, LLC is the fee-simple owner of the lands surrounding both the north and south segments Galisteo Road as shown on the accompanying draft plat, and as such will be bearing all costs related to this potential dedication of new right-of-way and vacation of old right-of-way, and will also be bearing the full costs of the engineering and construction of the new roadway contemplated herein.

In addition to the public safety benefit described above, a realigned Galisteo Rd. also:

- Creates a safer Galisteo/Zia Rd intersection as Galisteo will now intersect Zia Rd at a 90 degree angle versus the current acute angle (75-80 degrees)
- The proposed new Galisteo/Zia intersection will be constructed with a HAWK pedestrian crossing – a light-controlled, pedestrian activated crossing that will greatly improve pedestrian access, and most importantly, pedestrian safety, across Zia Rd for the adjacent neighborhoods and those wishing to access the Rail Runner Station.
- Provide for a full Galisteo roadway width north of Zia Rd - A 50' right-of-way (Sub-collector, on-street parking) versus the existing right-of-way/easement width of between 35' and 45'.
- Provide for a full 50' radius cul-de-sac for the terminus of Galisteo Rd. Currently the right-of-way/easement just tapers to zero as it terminates where it intersected the old railroad right-of-way.
- The current Galisteo Rd. segment north of Zia Rd. is just a dirt 'path – the new Galisteo Rd will be a fully paved roadway section.

- Utilities in the existing right-of-way will be relocated at the sole expense of Zia Station, LLC
  - Power, and communications line(s), if any, will be relocated to the new right-of-way.
  - A City of Santa Fe water line, currently terminating on the south side of Zia Rd, will be relocated to the new Galisteo right-of way and extended north of Zia Rd.
  - An underground gas line, for which there is no recorded easement, will be relocated to the new Galisteo alignment and extended north, underneath and beyond the Arroyo de los Chamisos.
  - There is no public sewer located within the Galisteo right-of-way.
- As stated above, Zia Station, LLC, the applicant, is the fee-simple owner of all the lands contiguous to the Galisteo Roadway, both in its current configuration and in its proposed location.
- No property will be landlocked by virtue of this proposed realignment.

Another vitally important aspect of this application is that Galisteo Rd., in its current location, shall remain in service as a public access and utility easement until a newly constructed Galisteo Rd. has been accepted for public use by the City of Santa Fe.

We look forward to working with the City of Santa Fe in implementing this important public improvement. Please contact me with any questions or comments.

Sincerely,

Merritt F. Brown
SF Brown, Inc., for Zia Station, LLC

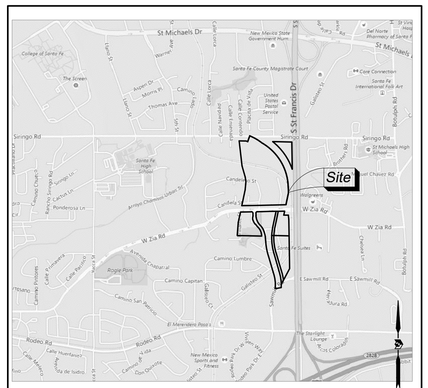
w/attachments


| | | | | |
|---|---|---|---|---|
| sf BROWN | Commercial/Residential | Construction Management | TEL | 505 / 473-7800 |
| | Real Estate | Development | FAX | 505 / 473-7840 |
| | Post Office Box 5735 ▪ Santa Fe, New Mexico ▪ 87502 | | WEB | sfbrown.com |

# Partial Vacation and Dedication Plat for Galisteo Road by

# Zia Station LLC

City of Santa Fe, Santa Fe County, New Mexico
May 2021


St Michaels Dr
Site
Siringo Rd
W Zia Rd
Rodeo Rd
Camino Lumbre
Camino Capitan
Camino Sierra Vista
El Menendez Pass
Rodeo Ct
Calle Huertecito
Via de Suenos
Ridge Pine
Ponderosa Ln
Camino Chamisal West
Camino Chamisal East
Calle Manana
Calle Nopal
Calle Cuervo
Calle Contento
Calle Cadena
Calle Cabestro
Calle Cascada
Calle Cuesta
Calle Cuervo
Calle Cadena
Calle Contento
Calle Nopal
Calle Manana
Calle Cabestro
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Calle Cuesta
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W Zia Rd
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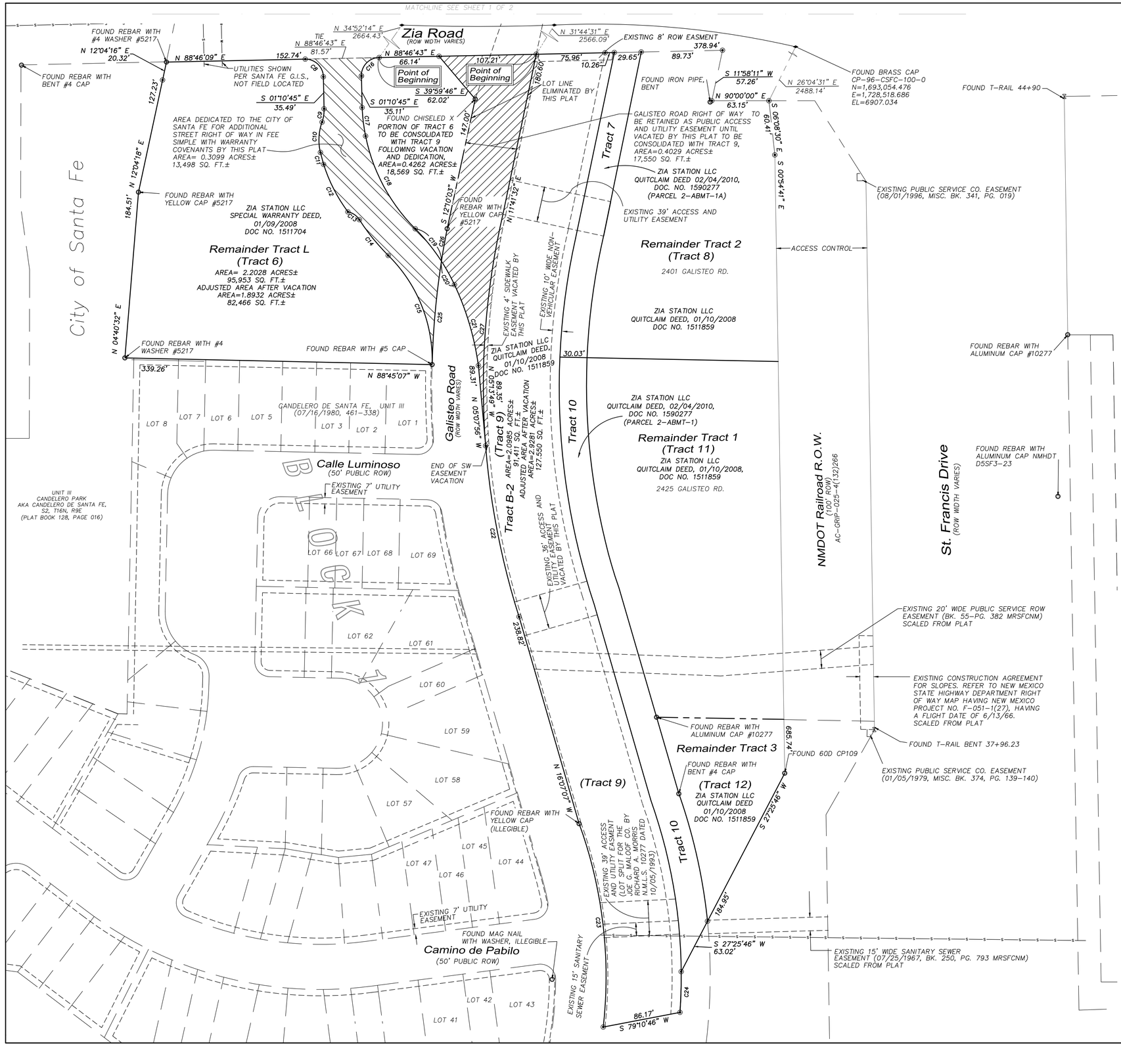
Camino Lumbre
Camino Capitan
El Menendez Pass
Rodeo Ct
Calle Huertecito
Via de Suenos
Site
St Michaels Dr
Siringo Rd
W Zia Rd
Rodeo Rd
Cerrillos Rd
St Francis Dr
Richards Ave
Thomas Ave
Cerro Gordo Rd
Agua Fria St
Alta Vista St
Camino Carlos Rey
Camino Manzano
Camino Sierra Vista
Camino Chamisal West
Camino Chamisal East
Ridge Pine
Ponderosa Ln
Camino Lumbre
Camino Capitan
El Menendez Pass
Rodeo Ct
Calle Huertecito
Via de Suenos
Calle Manana
Calle Nopal
Calle Cuervo
Calle Contento
Calle Cadena

MATCHLINE SEE SHEET 1 OF 2

# Partial Vacation and Dedication Plat for Galisteo Road by

# Zia Station LLC

City of Santa Fe, Santa Fe County, New Mexico
May 2021




0 50 100 150
SCALE: 1"=50'

## Legend

| | |
|---|---|
| N 90°00'00" E | MEASURED BEARING AND DISTANCES MATCH RECORD BEARINGS AND DISTANCES |
| ○ | FOUND AND USED MONUMENT AS DESIGNATED |
| ◉ | DENOTES NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993" SET THIS SURVEY |
| ◆ | CITY OF SANTA FE CONTROL MONUMENT |
| ▨ | VACATION OF RIGHT OF WAY |
| ▨ | DEDICATION OF RIGHT AWAY |

COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS_____DAY OF _____ A.D. 2021, AT_____ O'CLOCK__ M., AND WAS DULY RECORDED IN BOOK____, PAGE _____OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
KATHARINE E. CLARK
COUNTY CLERK, SANTA FE COUNTY, NM

_____
DEPUTY

## Curve Table

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C8 | 20.00' | 31.43' | 28.30' | N 46°12'18" W | 90°03'06" |
| C9 | 39.52' | 14.99' | 14.90' | S 08°21'56" W | 21°43'38" |
| C10 | 60.53' | 34.26' | 33.80' | S 03°00'50" W | 32°25'35" |
| C11 | 255.79' | 13.69' | 13.68' | S 14°44'06" E | 3°03'56" |
| C12 | 180.16' | 59.36' | 59.09' | S 27°01'02" E | 18°52'44" |
| C13 | 20.01' | 15.73' | 15.33' | S 55°22'05" E | 45°03'28" |
| C14 | 245.28' | 50.99' | 50.89' | S 38°47'37" E | 11°54'35" |
| C15 | 163.66' | 134.08' | 130.36' | S 21°49'33" E | 46°56'20" |
| C16 | 20.00' | 31.40' | 28.27' | S 43°47'59" W | 89°57'29" |
| C17 | 584.17' | 48.86' | 48.85' | S 01°27'46" W | 4°47'33" |
| C18 | 499.17' | 229.15' | 227.15' | N 06°44'11" W | 26°18'09" |
| C19 | 221.00' | 46.14' | 46.06' | N 38°46'02" W | 11°57'44" |
| C20 | 221.00' | 29.84' | 29.82' | N 28°55'05" W | 7°44'11" |
| C21 | 310.63' | 93.83' | 93.47' | N 16°23'47" W | 17°18'24" |
| C22 | 221.09' | 76.01' | 75.64' | N 34°53'57" W | 19°41'55" |
| C23 | 203.27' | 118.25' | 116.59' | N 28°04'56" W | 33°19'57" |
| C24 | 584.47' | 45.19' | 45.18' | N 01°42'53" E | 4°25'47" |
| C25 | 894.43' | 115.16' | 115.08' | S 05°05'46" W | 7°22'36" |
| C26 | 899.41' | 36.59' | 36.59' | S 09°55'47" W | 2°19'51" |
| C27 | 849.25' | 259.09' | 258.09' | S 04°16'23" W | 17°28'48" |

PRECISION SURVEYS, INC.

OFFICE LOCATION:
9200 San Mateo Boulevard, NE
Albuquerque, NM 87113

505.856.5700 PHONE
505.856.7900 FAX

| PROJECT INFORMATION | |
|---|---|
| CREW/TECH: MT/SP | DATE OF SURVEY 10/19/2020 |
| DRAWN BY: JK | CHECKED BY: LM |
| PSI JOB NO. 204129P | SHEET NUMBER 2 OF 2 |

City of Santa Fe

# AGENDA

**SPECIAL MEETING OF THE GOVERNING BODY**
**APRIL 06, 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.

**Viewing:** Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

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

**Written Comments:** The public may submit written comments on any of the Public Hearing items to be considered through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

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/94614125827?pwd=UWgvZTIZSFBGRmpsbmlvdVNNcmJYdz09. **Passcode: 341626**
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: 946 1412 5827 - Passcode: 341626**

City of Santa Fe

# AGENDA

**SPECIAL MEETING OF THE GOVERNING BODY**
**APRIL 06, 2021**
**6:00 PM**
**ATTEND VIRTUALLY**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

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**

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 6, 2021**


| ITEM | ACTION | PAGE |
|---|---|---|
| 1. Call to Order | Convened at 6:02 p.m. | 1 |
| 2. Pledge of Allegiance | Led by Councilor Lindell | 1 |
| 3. Salute to the State Flag | Led by Councilor Romero-Wirth | 1 |
| 4. Invocation | Led by Councilor Abeyta | 1 |
| 5. Roll Call | Quorum Present | 1-2 |
| 6. Approval of Agenda | Approved as amended | 2 |
| 7. Public Hearings | | |
| a) Case #2020-2898 North Zia GPA | Discussed | 2-25 |
| b) Case #2020-2914 South Zia GPA | Discussed | 2-25 |
| c) Case #2020-2900 Zia SCHC Rezone | Discussed | 2-25 |
| d) Case #2020-2899 Zia PUD Rezone | Discussed | 2-25 |
| e) Case #2020-2901 Zia Dev. Plan | Discussed | 2-25 |
| 20. Adjournment | Adjourned at 10:30 pm | 26 |

**Minutes of the**
**Special Meeting of the Governing Body**
**Tuesday, April 6, 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 6, 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 Vigil Coppler.

## 3. SALUTE TO THE NEW MEXICO FLAG

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

## 4. INVOCATION

The Invocation was led by Councilor Garcia, who offered a Dalai Lama quote.

Councilor Vigil Coppler gave condolences to the family of Mark Basham (former City Attorney, Probate Judge and had his own law practice. He also worked for Alice King at one time.

Councilor Romero-Wirth also remembered Mark Basham, a longtime friend.

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

Members Excused
Councilor Signe Lindell

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

## 6. APPROVAL OF AGENDA

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

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

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

**Against:** None.

## 7. 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)

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)

Ms. Bustos-Mihelcic read the summary captions for these five cases.

Mayor Webber reviewed the process beginning with disclosures, Staff Report, Applicant Presentation, Public Comments, Questions from Governing Body. Written public comments that came in have been provided to Governing Body and posted on City website. The April 8 special meeting is a continuation, but at that time, no public testimony will be taken.

Councilor Garcia noted all Councilors have been inundated with emails from the community and are still receiving them and dismissing them without opening.

Ms. Paez agreed that must continue. Council must rely solely on evidence and testimony at this meeting. We have responded to emails. Thanks for noting that.

Councilor Garcia reiterated to community members that we are not trying to ignore them but can't violate the ex parte rules.

## DISCLOSURES

Councilor Garcia said he had no external communications.

Councilor Romero-Wirth reiterated that because this project is in District 2, we received many emails and she stated, for the record, that all emails were forwarded directly to the City Attorney's Office.

Mayor Webber disclosed that a constituent called and wanted to speak with him about land use policy and turned it into an attempt to opine and Mayor Webber ended the call respectfully.

There were no other disclosures, and no one needed to recuse themselves.

## STAFF REPORT

Mayor Webber asked Mr. Logston for a report about fifteen minutes long if possible, to be fair with all present.

Lee Logston presented the Staff Report, describing the five cases. He showed the project site and gave the case history. He reported Planning

Commission recommended approval all five, some with conditions of approval.

Issues raised included appropriateness of proposed density, South Central Highway Corridor regulations, impact to traffic, pedestrian safety, the arroyo itself, affordable housing, and general planning update.

Mr. Logston noted the evaluation criteria per Land Use Code. He explained that if the Governing Body denies changing the boundaries of the South Central Highway Corridor, the Governing Body must deny both the C-2 PUD zoning request and the development plan, as detailed in his Staff Memo.

South Central Highway Corridor created in 1986 – 2001- Governing Body created mixed use and 2004 granted General Plan Amendments for these lots. Railroad corridor and finally in 2011 Governing Body approved opening the Railroad station.

In Summary, Mr. Logston said the proposal meets the criteria and the Planning Commission recommended approval of all five cases. Staff also recommends approval of all five cases. Sample motions were in the report.

**APPLICANT PRESENTATION**

Jenifer Jenkins, 130 Grant Avenue, Suite A was sworn. She appreciated the Council making this time available.

She shared her screen and introduced the project team members.
She showed the 21 acre subject property and pointed out the station platform. Part of the property was once a pumice plant.

The General Plan Amendment is to make this high density residential. Most of south parcel was approved in the General Plan Amendment for mixed general use and she is requesting extending that to the rest of the property.

The Rezone request is from R-1 to C-2 PUD and listed the uses to be allowed: residential, office space and retail/restaurant. Current zoning is default R-1 with SC-1 across St. Francis – Office, hotel (City's affordable housing location).

She described the context of zones as a "common pattern" and pointed out where she lived nearby.

She reviewed a history timeline as the groundwork for this proposal. Zia Station was envisioned in 2005. In 2009, planning was paused for development of places around including relocation of the tracks. There

were interactions with neighbors on what could be created here. Improvements and rail runner service were accomplished in 2016 and she was contacted to being planning for this project. JenkinsGavin shared ideas as they developed them. They did the TIA and in 2020 and held an ENN.

At the ENN they considered responses for density, multi-modal transportation, connectivity, visibility, streetscapes, landscape design, vehicle circulation and sustainability. As she showed the proposed site plan, she described the surroundings of the site and described how they would transition from existing patterns. Along Galisteo is a series of townhomes that fit with townhomes across the street, with higher buildings and commercial uses nearer to St. Francis.

On the north side would be townhomes and open spaces and to the west multi-family dwellings and on south of Zia, mixed use with a realigned Galisteo Road to address existing traffic congestion. It will have a parking structure to minimize on-street parking. A central plaza for the opportunity to have events outdoors. S City bus stop is now across from Zia and they are negotiating an internal bus stop.

She showed planned the new and existing sidewalk network with a new signalized pedestrian crossing at relocated Galisteo and Zia for a safe crossing and access to Candelero Park and significant sidewalk improvements on Zia.

She shared a diagram on heights with buildings at St. Francis stepped down to appear as a single-story height (17') and described the transition they wanted to achieve. She said the 3-story top is about same elevation as the top of Albertsons.

Ms. Jenkins then went to criteria for the General Plan Amendment and described each criterion. She stated that the City established objectives that don't align with the South Central Highway Corridor. They are asking to amend the General Plan and showed the three undeveloped areas. The Amendment would comply with a majority for the highway corridor criteria.

She showed zoning standards for C-2 and South Central Highway Corridor compliance at Zia Station.

Ms. Jenkins said in their Affordable Housing Program they worked closely with Director Ladd to develop in accordance with Fair Market Rents. She showed how Zia Station rates were below the SFHP Maximum Rent rates.

She turned to Traffic issues and mentioned the TIA that was performed because of congestion at Zia and St. Francis. She predicted, with their road designs, there will be no congestion at that intersection by pulling Galisteo

further to the west. She described the proposed signalized pedestrian crossing of Zia and showed how their design reduces congestion by 80%.

She mentioned the Community Outreach done in the summer of 2019 with neighborhood meetings and ENNs. She gave responses that addressed the neighborhood's concerns.

Ms. Jenkins concluded the presentation at 7:19.

## PUBLIC COMMENTS

Ms. Paez pointed out the Governing Body might want to ask questions of them and asked speakers to remain present in case of such questions.

Joan Conrow, 2521 Calle de Rincon Anita, was sworn and said Santa Fe needs more housing but needs houses. She felt the market rate was out of reach. She said she wrote out her testimony and submitted but had to submit it in pieces for word limits imposed. She had no idea if the Governing Body received it. She protested that citizens are very limited (two minutes each) while Ms. Jenkins is not limited. She gets much more time, get, and gets to continue the dialogue on Thursday while citizens do not. This is what makes people cynical about government. She hoped the Councilors actually received what she sent and read it.

Councilor Garcia asked if members of the public were allowed to share their screens.

Ms. Paez said the appeal rules do allow display items to be included in the packet if submitted ten days in advance but didn't know about displays at the meeting by the public. It probably would be at the Chair's discretion.

Councilor Garcia wanted us to keep the spirit of what was allowed in an in-person meeting which means speakers should be able to share the screen.

Brett Frauenglass, 2300 Calle Luminoso, was sworn and said his house was the closest house to the southern portion of the development and he had purchased it with the hope this project would go forward in 2009. He supported it and has been following it. The current iteration has gone a long way to solving the transportation problem. He had some minor quibbles with the Galisteo proposal but, overall, he believed it will benefit his neighborhood and seeing young families moving into those town houses. He mentioned some benefits, including a fantastic bike trail. He was happy to see affordable housing in the neighborhood and couldn't be more excited to see it go forward.

Michael Barrio, 501 Colona Street, E. D. of the Santa Fe Housing Coalition, was sworn. He said it is important to encourage projects on housing - always working to seek common ground. In that spirit, he supported this project.

Betty Beacham, 1896 Camino del Pabilo, was sworn. She thanked the Governing Body for all the work they do and in looking at this proposal. Ms. Jenkins said it all and she didn't see how anyone could be opposed. This will be a new urban center for this part of town that is sorely needed. Coming into town here is not an exciting entrance and what is proposed by the developers who are reputable and love Santa Fe will help it be more attractive. What they have done sort of finishes off what is needed for the Zia Station. She has lived in her townhouse here for a long time. She supports the project as an answer to the area and will bring vibrancy to Zia Station and be a great benefit to the community.

Richard Wood, 2197 Lustre Court, retired mechanical engineer, daily commuter in the area for 25 years, was sworn. He said, with encouragement of the Planning Staff, he prepared a report and submitted it in early January, and he was assured it would be studied. But he had no report on it and the Planning Commission seemed to know nothing about it. So, he was left with the right to say, "I told you so." He commended them for the solution on eastbound traffic, but not for vehicles coming back and turning onto Zia. They totally ignored pedestrian effects and Rail Runner crossing and stops. The no left turn solution is the least costly, but it will result in many U-turns.

Cindy Gregory, [no address given] was sworn. She had lawyer concerns and urged all to review the alarming statistics she submitted to the Planning Commission. That intersection is the most dangerous one in the City, State, and Nation. Lots of safety concerns were ignored. We are a destination City because of Santa Fe Style. Much has been written about our earthy ambience and adobe architecture. This development is out of place, out of scale, and worse, it follows the mindless philosophy that if there is an intersection with a lot of cars, it must be a great place for a Walmart. Don't let this happen. With a few minor tweaks, it would work. Please honor the Highway Corridor protection exactly for this purpose. We can do better.

Cheryl Gardopee,1880 Brillante Lane, was sworn and addressed the process used throughout this endeavor. Our members sought to submit information and a lot today went to City Attorney, but she echoed Joan Conrow's comment that our access is extremely different than the developer portrayed. The TIA by Bohannon doesn't seem to be like others done by engineers in our community. Inquire of people who know about traffic in the effort to make this look shiny and bright. We are trading in South Central Highway Corridor from overdevelopment in exchanged for 39 units used for 10 years at affordable housing rates and excited for the City sponsorship of

affordable housing center near Albertsons – but don't want to add 7,900 cars per day at this intersection and we have many reasons to doubt.

Tai Bixby, 55 Primera, Santa Fe, two blocks from the site. He was in favor of the project. It has all the components needed. He was grateful for local developers like Santa Fe Brown, Merritt Brown, to take it to fruition. We have a housing situation and as realtors have said, the Association of Realtors produced a study in December that showed our deficit at thousands of units. We have years to go before we meet the housing needs. It would be nice to have people who work here to live here. The Planning Staff did an outstanding job following the Code. He also thanked the Governing Body and said they do a good job for the City. "I'm glad to live here."

Ed Aku Oppenheimer, [no address given]. As President of the Candlelight Neighborhood Association. he had intended to point out five reasons why the City's review process requires this case to be delayed tonight. He chose two of them to present. The Planning Commission appears to have violated the City Code, Chapter 14 and the 2018 State Statute, Chapter 3-21-5 which directs that municipalities must make zoning decisions throughout the State. Number two, on March 25th, he emailed questions to the Governing Body on the legality of the February 18 Planning Commission hearing proceedings. To date, the Association has not received any kind of acknowledgment of the questions. The letter now has 56 cosigners, and it will remain open for more. After this meeting, he would send the facts on which the questions were based, with the list of cosigners for consideration 48 hours before the Governing Body final vote. He said he was going to comment on the other issues but said the traffic issues raised by this proposal were not necessarily resolved by the planned mitigation measures proposed. "The study states on page six the north parcel is expected to develop first, with the south parcel to follow. It is anticipated that a follow-up traffic study will be prepared when the south parcel is developed, to determine if the mitigation presented herein continues to result in an acceptable Level Of Service." So the developers' own Commission study says, "we don't know if this is going to work and you are going to need to revisit it with a new traffic study before you start Phase 2." He added there were many other issues like this but he did not have the time, so he urged the Governing Body to respond to the issues of City process and other questions they had heard tonight before approving the Zia Station proposal.

Alan Richardson, 2203 Brilliante Street, was sworn, and said he did have prepared comments but not enough time for them. He had 25 years' experience on site location and worked with the New Mexico Department of Economic Development as a Director, Deputy Secretary and Secretary with involvement in a host of projects around the State and their impact studies. In response to Ms. Jenkins' presentation, he asked how this can be a

walkable community when it sits at one of the busiest intersections in Santa Fe and highway, divided by a four-lane road with a traffic count of 17,100 cars daily and a projection of generation another 7,900 cars daily, bringing the total to 25,000 cars daily to that area. It makes absolutely no sense how it can be a walkable community, especially with the Rail Runner making 18 passes per day through that walkable community. Secondly, Ms. Jenkins gave just one point of view, such as the sidewalks that would extend and improved on Zia Road as it relates only to the development and no further. She talked about the views looking east and doesn't talk about views to the west. The Rail Corridor Study in 2008 does not conform to any standards for rail transit systems in the planning documents for the project.

Margaret Marshall, 2172 Ojo Court, and member of the Candlelight Neighborhood Association Board was sworn. Regarding this development, she asked the Governing Body to please not remove corridor protections or requested General Plan Amendments or zoning changes. She said she was not opposed to development of the property but was opposed to this Zia Station development as proposed. She believed the density was not appropriate. She said the City ordinances exist for a reason and this proposal must adhere to those ordinances and their intent to keep Santa Fe as a unique and special place. The Links does not preclude affordable housing. We can still have residents. No variances should be granted since other developers have complied with the standards, corridor protections, etc. In her opinion, "greed is written very large here." She urged the Governing Body to not follow the Planning Commission to twist and distort our ordinances. Please stand your ground and preserve our wonderful City.

Daniel Werwath, 1611 Camino Porvenir, was sworn. He said he was speaking in his professional capacity and as Project Director of Santa Fe Interfaith Housing and as Interim Director of Santa Fe Housing Trust. He strongly supported the provision of affordable units in this market rate project. This is the first time it has been proposed, using the comparative, using the inclusionary zoning ordinance. The housing problem the City is in now was not inevitable. It is the product of lack of long-term planning and overlay districts, and ultimately, the product of little decisions, like denying affordable projects on Siringo Road, and stopping other affordable projects as was done a few years ago. Those all contribute to the situation we are in now. There have been decisions made based on just a couple of people, rather than the interests of the whole community. It is critical to use macro planning for housing and affordable housing in the City. The Code has not been updated since rail commuter service started. The City is behind the bar and should not cater to a small group of people. He understood the fear of change. But we need housing but affordable housing and market rate housing in this development.

Robert Morlino, 2909 Plazuela Cantata, was sworn. He urged the Governing Body to approve this proposal. He was on the Leadership Team of the Santa Fe Housing Action Coalition and pointed out that infill sometimes results in urban sprawl which is not sustainable or good for our environment. He wanted to acknowledge the thousands not here such as those who had to move away and those working families working here and living elsewhere. They are the ones who need it most and are not represented here. Some of the voice for those working people have been shouted over and not heard. The people who are in favor are disenfranchised. He asked everyone to weigh heavily the opinion of the experts. They remain professional and levelheaded, but they worked hard in the project and their opinions deserve to be weighed heavily.

Shawn Evans, 1121 North Luna Circle, was sworn. He urged the Governing Body to approve this. As an architect, he strongly approved. "We can provide affordable housing but first see the mountains of data. We do need vision of the mountains, but we need adjustments to view corridors in the few places for affordable housing. The Zia project is a smart and balanced development, located where it can minimize its overall impact, perhaps most importantly with sustainability and carbon impact by being adjacent to transit. Our City's restrictions on density, height, and style prevent us from equitable growth. We must make sure we work harder to prevent culture erasure when we prevent erasure of view. Don't penalize this project the City has not fulfilled its obligation for long-term planning. Approve the project and then let's get to work on balance of planning and development. We can preserve culture and character while promoting sustainability, dignity, and equality, while preventing gentrification. Let's do all of this.

Anne Watkins, 2138 Candelero, was sworn. She thanked the Governing Body and the Planning Division for all the hard work here. She supported the Zia Station Development Proposal and believed the major concerns of the neighborhood regarding traffic, pedestrian access, and safety have been creatively addressed with a fair amount of affordable housing. Those who work with Jennifer Jenkins on these and other issues, have appreciated her willingness to pursue innovative developments that are part of this development plan. Ms. Jenkins also agreed to form a design committee.
Ms. Watkins also wanted to speak to TOD development. She participated in a national committee that also included Australia and New Zealand to revitalize cities with TOD development in their downtowns. The Biden Administration is now pursuing investment in transit as one element to combat climate change. The Administration offers that same opportunity to Santa Fe and she urged the Governing Body to support it.

Marlene Scally, 2132 Candelero Street, was sworn. She expressed two concerns – the TIA was seriously incomplete. The more than a hundred homes on Candelero have people who face danger exiting Candelero left

to Zia to St Francis to go to work at peak hours. The study didn't consider Candelero left turns to Zia. Candelero has two entrance/exits and one is on a curve, limiting the ability of the driver to see what traffic is coming, in order to make the left-hand turn. And at the closer exit, people are faced with trying to get across three lanes of traffic that are backed up at St. Francis. She asked the TIA to be extended to include that intersection that puts the entire Candelario neighborhood in danger turning left onto Zia at peak hours.

Randall Bell, 2991 Viaje Pavo Real, was sworn. He asked about the procedure for submission of written comments prior to the April 8 hearing. Many people have had difficulty doing that, and he understood there would be no public input at that meeting. He asked if people could submit comments between now and that meeting.

Ms. Paez said the notice has provided that there would not be more, due to the volume of information. The logic was to make sure the decision makers could evaluate everything from all comments submitted for this evening on the plans for development. The written comments were accepted until 3 pm today. Those are all in the record as well as comments made at the Planning Commission meeting.

Mr. Bell objected since so many had not been able to submit them today. Also, there is almost endless time for the Developer to make extensive presentations and the public has been really constrained. It is counter to due process rights. He was speaking on behalf of the Old Santa Fe Association, which has hundreds of members. As OSFA President, the Association strongly supports the Candlelight Neighborhood Association, who expressed several concerns. There is not time for presenting all of them but especially is the issue of the South Central Highway Corridor protection. Some people have intimated it is out of date. Those protections were created after years of considering the concerns of residents. There are other places where higher buildings could be built. The corridors have never been violated and this would be a terrible precedent to endorse. Without that protection variance, they would have to pay attention to the restrictions.

He said Ms. Jenkins emphasized the margin was razor thin and the developer wouldn't make enough money without it. She was intimating that if we did not get a variance from that ordinance, they would not be able to build it without the requested density and height. That presumption is based on facts not in evidence and we don't know what those are. The City cannot decide based on a representation of the developer's alleged profitability.

Elizabeth West, 318 Sena Street, was sworn. She said, like many others, she drives by this area often. She was very disturbed about the willingness

to approach an ordinance that was worked on so thoroughly over the years. That didn't mean she thought there should be no changes. –But she didn't like this approach and wished a moderation could occur. She had ideas of the Territorial design. She might like to be on the design committee. She would like brown and softer edges. The pushback is helpful. Some of the best parts of public involvement in looking at things benefits us in two ways. It is good to be heard. And it benefits the developer's vision with changes that make it better. This pushback is crucial, and she agreed with many people about the process. She was in favor of the important business around affordable housing. She loved the small inexpensive houses. But what happens after ten years? She suggested the Governing Body ask the developer to extend that time for affordable rates.

Miles Conway, 495 NM 592, was sworn. He thanked the Governing Body for hearing all the comments. He echoed what the person ahead of him said on the planning process and hoped it is approved. Lots of care went into this and, speaking on behalf of Santa Fe Homebuilders, said the boom is going on now but won't go on forever. The Association will be involved if this project is approved. Lots of local people are involved. It is a beautiful project. He loved how residential and commercial were intermingled here. "We are building neighborhoods. Thanks for hearing me and the decisions you make. It is fun to see our community building and developing."

Barbara Levin, 2200 Ardor Street, was sworn. She said she was formerly president of the Candlelight Neighborhood Association. While many aspects of the proposal had concerned her, the process is not good. The worst is the waiver of the South Central Highway Corridor protection. It would be a shame to grant that ordinance waiver. She asked the Councilors to please drive around Santa Fe and see that every corner has for-lease signs on businesses. She protested spot ordinance enforcement for things such as too much density. She requested the Governing Body disapprove all of it at this moment.

Grant Alexander, 2327 Calle Tranquilo, in the Sol y Lomas neighborhood. He identified himself as a traffic engineer and architect and said he drives through the area daily. He said the density in the urban core is what makes Santa Fe unique. This project proposes to add density to an area that doesn't have any. The traffic is not great at this intersection and won't get improved overnight. And the city is very unlikely to improve it on its own. The way the city would improve the Level Of Service there is when the City leverages a new development to get private funds to help. That is exactly what is happening here. This is a real benefit to the neighborhood, and he wholeheartedly supports it.

Sterling Grogan, 2138 Candelero Street, was sworn. He asked that the City Council adopt, and condition approve the Zia Station proposal on a modified

version of condition 12, of the Staff Report to the Planning Commission, to add text that says, “The City will develop and provide to the Applicant a design for remediation of the natural gas pipeline crossing immediately upstream of Zia Station property. The applicant will work voluntarily with the City to implement the City design, subject to monitoring by the City.” The Applicant, thanks to Ms. Jenkins’ help, has committed to the neighborhood, to work with the City to remediate the natural gas pipeline crossing, because that is the cause of erosion that the original language of condition 12 was intended to address. Ms. Jenkins had mentioned it in her presentation as “upgrading of the arroyo.” The Applicant, with the modification, could prevent further erosion because the arroyo has two undersized culverts and any money spent on bank stabilization could be wasted when the inevitable next large runoff occurs.

Nathan Thomas, 2194 Lustre Court, was sworn. He said he supported development and mixed use. and agreed Santa Fe needs more family housing. But he asked how more apartments provide more family housing. The only way with this developer is to get special treatment and eliminating appropriate setbacks from Zia Road which she never mentions. She only mentions setbacks from St. Francis. And this brings downtown traffic to an existing R-7 neighborhood. Why does this need a parking garage? He didn’t understand it. He asked the Governing Body to look at the Planning Commission video. Ms. Jenkins said eliminating 3-story from the project would eliminate affordable housing. He saw that as leveraging affordable housing and throwing out the ordinances to make this happen.

Michele Chisholm, 1915 Camino Lumbre, was sworn. She said when Ms. Jenkins met with the Commissioners on February 18, she supplied two pieces of misinformation to the Board. She showed a map that we could no longer make a left turn onto Zia from Galisteo, and that traffic would be rerouted to Chaparral Elementary, which she said was the only way for the whole of Galisteo to get to the school. That was not true. The shortest route to Chaparral Elementary is straight through Camino Lumbre. Camino Lumbre already has large scissors in them, but the City will not let them, despite some neighbors calling the City about these. Camino Lumbre lacks the infrastructure to accommodate the increased traffic. Forcing this residential street to be a major thoroughfare by rerouting traffic through it will only make a bad situation worse. Ms. Jenkins also stated that the impact on Galisteo – that on Galisteo and Rodeo, there was no impact is also false. That intersection is already dangerous as it stands, it is dangerous with fast traffic and a blind curve. We need to have crosswalks and flashing crosswalks at Galisteo at Camino Lumbre and at Galisteo and Rodeo Road. Camino Lumbre will need to be resurfaced to handle the added traffic.

Eric Wolf, 2959 Viaje Pavo Real, was sworn. He said he drives through the intersection twice daily most days. It is dangerous and the site of many car crashes and people take their life in their hands when crossing Zia Road. He was concerned the City will be sued for the poor design. He thought the TIA should be done by a third party. He thought the design will cause traffic chaos. He also questioned whether this was building affordable housing for people in Santa Fe. He recently drove through the parking lot of one of the new apartment developments at Rodeo Road and the railroad tracks. About 25% of the cars had out-of-state license plates, some of them as far away as South Carolina and Washington. He believed the density of the project was the problem. Increased density would create increased traffic problems and make the area less livable. A reasonable project here is a good idea and most of the neighbors would approve such a project, but not one that is so dense.

Cristina Gonzales, 1873 Gonzales Street, was sworn. She said she is an artist and educator, working in the public schools and mother to two. She was in support of this development. She commuted for 15 years to be able to work here. In her opinion, the need for housing far outweighs her desire for a beautiful view. She would miss the mature trees and running her dog in that open space. But housing is more important. Many people she works with could have used ten years of affordable housing getting a start and those following her who wanted a place to live.

Keli Hedin, 2323 Calle Luminoso, was sworn. She asked that Commissioner Sategna's and Commissioner Clow's opposition at the Planning Commission be read concerning the boundaries of the South-Central Highway Corridor. She read their explanations to the Governing Body. The ordinance is to maintain a clear sense of openness. How can that ordinance become outdated? She was not convinced the legality of this when we allow one developer to be out of the boundary of the corridor. This should be done through the General Plan and a series of meetings to which the public is invited to participate. These two corridors encompass a lot of property, both residential and commercial, and what we feel, as the gateways to town, should look like. An approval of this project sets a precedent for all other such projects, circumventing the ordinance.

Bill Roth, 1713A Montaño Street, was sworn. He is a longtime resident and homebuilder, on the Interfaith Housing Board with Daniel Werwath so he had a strong concern for affordable housing. He said this is a huge project and has lots of moving parts. This community feedback helps the developer fine tune it. Overall, it needs to go forward, and he liked the architectural mixed style and high-density mix. And downtown has that architectural mix. Many people moving her brought their architectural style. To see three of our finest architects involved is great. He was in support.

Stefanie Beninato, P. O. Box 1601, was sworn. She asked the Governing Body to look at the master plan as a whole before acting on this application. Allowing this type of development. It sets a really bad precedent in ignoring the ordinance. She asked who, making $35,000, could afford to live in a studio in this development. She asked how much percentage was affordable in each of those. She supported lower heights for commercial with parking underground to reduce the heights. She said the U turns proposed are not possible. She could barely make it with those dimensions. She would like to see the financials to know how much margin is there for the 370 units and 49 affordable housing units. At the Planning Commission, they said the parking was too small but now the Applicant says they have ample parking. She did not support approval.

Madeleine Carey, 1674 Camino Cruz Blanca, was sworn. She thanked Council and Staff. She gave emphatic support to allow the project to continue. She noted there are many rules and regulations to restrict growth only they do so just for the privileged few. People, not buildings make neighborhoods in cities with dynamic living. The housing crisis here is one of our nation's. It was brought on by the aesthetic sense of openness over needs for housing in the City. Her value is as a person who was born to a family that used to live here. She wants to preserve equality for racially and economically diverse people to help us live in Santa Fe. This project will help us do that. Over the last five years, she probably went 10,000 miles over Santa Fe trails with about a thousand on the Rail Trail that runs through the proposed development. It is dangerous to be a pedestrian anywhere in our City mostly from bad or hostile drivers. This proposed entrance will be far to superior to every other entrance along St. Francis and the Rail Trail.

Pat Lillis, 2119 Conejo Drive, was sworn. She was also a board member of the Neighborhood Network. Some Santa Fe residents are protected from development by covenants, and zoning protects the rest of us. Neighborhoods and residents depend on the zoning. When property is sold, zoning helps protect the investment and quality of life. Until last the few years homeowners did not think zoning would be a threat to them. Corridors were set up for same reason – protection for the City's residents. Why do residents have to spend so much time and money to defend those zoned neighborhoods? Why does the City have to waste so much money when this project should be built in a properly zoned location? Santa Fe needs to support neighborhoods and the citizens who live in them. This area deserves the same respect. Please do not throw out corridor protections or zoning, in favor of a development. This is a gamble that the City would favor a developer over long-term residents. Please deny the zoning changes.

Rick Martinez, 735 Mesilla Road, was sworn. He said he was here to state the problems from the public. He had 473 words and couldn't get it called in, so he sent the Councilors an email. He didn't think the City Attorney was

right to deny us the right to say what we have to say. He disagreed and couldn't get his comments and should accept the email he just sent you. He spoke with the Land Use Director who said they are not doing away with the ordinance. This is setting a bad precedent. The owner bought the property knowing it was in the corridor protection district. In the future there is a 7-story building coming to you. The Governing Body is just opening the gates for that by approving this corridor change. It is still going to be a kiss and ride railroad stop and not a place for residents to park a car. He hoped the Governing Body could accept the comments he sent them.

Deanna Einspahr, [address garbled], was sworn. She said the South Central Highway Corridor was adopted through the proper public policy process, involving land use planning, much public input, and policy decision making. It is absolutely abhorrent that its requirements can be waived in a simple Planning Commission hearing by five people and confirmed by a vote of 5 Councilors plus Mayor in a very limited public access hearing. We know that laws are often waived or applied lightly to the wealthy and the connected. The Developer has said that it was his bottom line to waive the SCHC in order that he could provide a tiny amount of affordable housing. She wished she had heard more outrage at the Planning Commission meeting where such a paltry offering for a short period of time was all that was achieved. The solution for affordable housing must be solved by building affordable housing. That notion that Santa Fe can build enough housing to bring down prices in the face of infinite demand is ludicrous. That is Economics 101. The solution requires creativity not yet seen. She suggested the City reestablish a Planning Department for Land Use. The City doesn't have that now. Another is to find ways to remove speculation and profit motives out of housing planners. With imagination, the solutions are endless, but this case is not the solution, and she urged a no vote.

William Bragg, 1871 Brillante Lane, was sworn. He said it has been suggested the South Central Highway Corridor protection plan is no longer relevant or important. To him, it is just the opposite. It is more relevant now than ever. It is there to protect the appearance of this entrance. The construction timeline of 7-10 years was the estimate. Who wants to live at a construction site for ten years? Does anyone want to live at it for 7-10 years? He proposed the time of construction be limited to no more than 3 years. Please consider a reasonable time limit.

Christine Malcolm, 1874 Candelero Street, was sworn. She was a Candlelight Neighborhood Association board member and 17-year resident of this neighborhood. She would be very excited to see a moderately sized community and not another shopping center. This development should comply with the South Central Highway Corridor and ordinance. She said the Hawk pedestrian crossing is more of a traffic hazard, dangerous for motorists and, in her letter, she explained why. There is no way to make it

a safe crossing in this area with too many U-turns, etc. We do need affordable housing and not this, which kicks affordable housing down the road. If South Central Highway Corridor is removed, she wondered if every other property owner on Zia could do such a development. She did not approve of this plan and urged the Governing Body to deny it.

R.G. Wakeland, 2345 Calle Luminoso, was sworn. She said there was an error in process. She already submitted her written objection as a problem with no solution. They already admitted the traffic problem could only be solved with relocation of Galisteo. However, moving of Galisteo Road would not be allowed as proposed because the Governing Body cannot approve a problem or a contingency. Ostensibly, there was no evidence for the following cross street of the developers. There was an error in the previous South Central Highway Corridor and in the status quo since the designation, significantly enough to justify the change. There is currently a shortage of apartments and housing units which they proposed. The South Central Highway Corridor cannot be changed through zoning action but through General Plan Amendment. Her conclusion was that the project could not be approved.

Antoinette Shook, 2120 Candelero Street, and secretary of the CNA, was sworn. She said she found a few underhanded moves. Ms. Jenkins stated at the ENN meeting that affordable housing would be 60% of units for five years. However, at the Planning Commission meeting in February, the submitted plan was changed to ten years. She asked if that was legal. She agreed with Nathan Thomas regarding Ms. Jenkin's statement in February that if a 3-story development were not approved, there would eliminate their affordable housing. If so, she asked why they would build more apartments and not more houses. She was also very skeptical of views of the three stories that only 17' would be seen from St. Francis. Her home backs up to the proposed project and St. Francis was level, out her back door. The corridor was not antiquated. It was put in place by people who understand how green space and infill would blind the eyes of the people. Her plan, with changes in zoning and changes in traffic patterns is irresponsible and dangerous. She urged a vote of no.

Joe Abbatacola, 1881 Brillante Lane, was sworn. He agreed with other comments made about the public being constrained. He would have loved to share some slides. As a former licensed realtor who worked on a successful infill project and believed in smart growth. This was not smart with such high density, so close to St. Francis. It would be 1.5 times as large as Candlelight right at one of the busiest intersections in Santa Fe and a train station. It is a huge mistake. The developer estimated there would be added 2.5 million more vehicles annually. There is a reason why this has not previously been approved as it was being developed over a twenty-year period. It is far too dense for this location and will make this area more

dangerous, resulting in more accidents and injuries and potential loss of life. The claim that with this project, traffic problems will go away is overpromising and underdelivering. He is an instructor for driver safety and served on the City's BTAC and worked in fire and emergency management and law enforcement. He had responded to many multi-vehicle crashes. This design to exit the development, requiring vehicles to make a U-turn to go the opposite way. At peak times, vehicles would have to go further on Zia, since traffic would be backed up. Zia is a high-speed road with blind curves. In his professional opinion, the City will see accidents occurring at Zia and Candelero and other Zia intersections there, as well as Zia and St. Francis. Ask yourself what the City needs. With other commercial space available, is this commercial space really needed? And at what cost? This is a dangerous precedent. Please follow the South Central Highway Corridor protection district.

Nicolas Bosch, 1868 Camino del Pabilo, was sworn. He said he was a new resident here. He totally understood the need for affordable housing. He was fortunate to be able to purchase his first home here. He couldn't tell how many times he has almost had an accident. He has a strong planning background. He had not read the TIA report but some comments from it sounded like it was incomplete and didn't factor in pedestrians or rail traffic. If that is the case, it is concern for him moving forward with only partial data. He liked the idea of affordable housing but just done right for the safety of the neighborhood.

Rachel Thompson, living near the Rodeo, was sworn. She supported affordable housing and wanted this development and she thought people living here wanted affordable housing. She thought it a shame that inclusionary zoning put people in opposition. she gathered that what is missing in Santa Fe is long-term planning and she felt Midtown is sucking out any such planning. She bicycles a lot and noted that while crossing Zia, a cyclist was killed. Where they propose the signal crossing, people could come over the hill to an unmarked crosswalk. In uncontrolled areas with crosswalks more accidents with no cross walk. So she worried it will be extremely unsafe for cyclist and pedestrian. She badly wanted this housing, but it needs to come after we find out where affordable housing should be.

Ed Romero, 3456 Via Magdalene, was sworn. He said, as Santa Fe Civic Housing Authority Director, he supported the project providing affordable housing in a desirable area of town that his clients would love to live in. He said he could talk about our waiting list which is not open for four years and we have 200 families waiting with about 20-40 turning over each year. So they are in desperate need of affordable units. He noted he has seen many projects for that area but most of them cop out with fee in lieu and this is the only one that provides affordable housing.

Anthony Guida, 1711 Second Street, was sworn. As an architect and sustainability expert, he knew we are in a climate emergency – literally of life or death of our planet. The notion that we continue to protect automobile-centric low density planning with such zoning and the most disastrous thing of a highway corridor, considering this emergency, he would hope for a denser high-rise development. We need to do this type of development at higher densities, especially with TOD in this part of town. The only way Santa Fe can get the things wanted as a walkable City in a sustainable and carbon neutral way, is with denser and higher rise developments. The City can grant even more densities for developers, in exchange for developments people want. He would prefer we not water it down and approve this positive project at this density at the very least.

Sheela Hewitt, 1917 Camino Lumbre, was sworn. She said her greatest concern is for safety. She didn't know if many here have driven Zia to St. Francis on an icy day. The vehicles go fast to make it up to St. Francis. But that is where the crosswalk is to be located. If you have ever made a left turn on Galisteo, you have a good sight before you. But with Galisteo realigned, you would no longer have that. There has not been sufficient thought for that in the neighborhood. There is no rush for this. Make your decision about the South Central Highway Corridor but the plan needs much more research with its many dangerous situations.

Michael Margolis, 2154 Candelero Street, and resident of Candlelight Neighborhood Association for 30 years, was sworn. He said the Developer is using the Zia Station as an excuse for removal of the protective corridor. He didn't think the Planning Commission caught any of that. It is not contingent on any development around it. He was the 4th person to mention at what Mr. Jenkins said at the Planning Commission that without 3 stories, no affordable housing. The Commissioners didn't ask for proof but said okay. This is not about a mountain view corridor but following the overlay that protect our values. Affordable housing as a passionate ideology is wonderful but it is not that you accomplish but how you accomplish it. Please don't approve this project.

There were no other members of the Public to comment.

## QUESTIONS FROM THE GOVERNING BODY

Councilor Garcia had questions first for Cindy Gregory. She had mentioned that a few tweaks were needed and asked her what those would be.

Ms. Gregory said, "We want the development and I want more neighbors in the development, but in the two-story limitation. I consider that a minor tweak. The other thing would be to honor affordable housing. At the

Planning Commission they said they would not voluntarily provide affordable housing. I would suggest the City order that."

Councilor Garcia thanked her. His next question was for Alan Richardson. He thanked Mr. Richardson for his testimony about the corridor study and asked him to clarify that.

Mr. Richardson said he was also with the NMDOT, Rail and Transit Division and he was involved with the team bringing the Rail Runner to Santa Fe. The study had very little technical input to the study itself. They talked about the number of locations for the Rail Runner stops. That would not happen. Nowhere in the study did it indicate any of those sites were studied. The requirements were quite heavy. The study was superficial and never was approved by the City. It is full of deficiencies, but it was used by the Developer for the back-up on that issue.

Councilor Garcia's last question was for Ed Oppenheimer. He asked if Mr. Oppenheimer was the President of Candlelight Neighborhood Association.

Mr. Oppenheimer said he was.

Councilor Garcia asked him if the proposal addresses the Candlelight Neighborhood Association concerns.

Mr. Oppenheimer said the only concession given by the developer that he was aware of was to propose 3-story buildings in Phase 1 rather than 4-story. But if C-2 PUD zoning were granted, it would open the door not only for a refiling for Phase 1 in a few months to increase height and density yet again and in the future, open the rest of the corridor in the City to lawsuits because of the precedent being set with this. So it would discard all requirements in the General Plan Amendment changes and Corridor protection and affordable housing regulations. That has never been compromised before. There has also been since, the Developer working with a small group in the Candlelight neighborhood who support this and giving the thoughts and perceptions of the CNA with the developer. He noted in some of the comments, the extensive driver training to provide pedestrian safety. That was a compromise, not worked out with CNA but a few neighbors who warned the developer that they needed to give a little on this. We have not had a chance to address how poor a solution this is. We were shut out in so many ways at the Planning Commission meetings and makes us believe we have had no opportunity to respond on it. They did see in response, a minor change on Territorial style which was a new roll out. It is not even an answer to our concerns. We have tried to work with the Developer for over a year to get a meaningful dialogue.

Councilor Romero-Wirth asked Richard Wood, both from reading the comments made at the Planning Commission and here, that he had done a traffic study, when it was finished, if he was able to share it with the Developer at the ENN meeting and what reaction he got from that study.

Mr. Wood said he was encouraged at the time by City Staff to write it up. He wrote it up in early January and submitted it to the Planning Commission for the packet for the Planning Commission meeting.

Councilor Romero-Wirth asked if he reached out with it directly to the developer.

Mr. Wood said he had not.

Councilor Romero-Wirth wanted to ask a question for Brett Frauenglass who was not present at that time but was later.

Councilor Romero-Wirth asked Mr. Oppenheimer about the small group working with the developer and curious about his own interactions with the Developer and the Developers' response.

Mr. Oppenheimer said he has reached out to JenkinsGavin. And the extra ENN was reluctantly given to the CNA after he agreed to personally sponsor the Zoom meeting, which he did, to get some real answers.

Councilor Romero-Wirth asked how the small group came about.

Mr. Oppenheimer said they worked separately to get an address list to work together on their own. Their efforts were not successful, so we met to combine the mailing list and did so. But then these other parties considered the mailing list theirs. But it was only for use by the Candlelight Neighborhood Association Board. They wanted to use it to promote their proposal and communications broke down at that point. They are still part of our Google group and can host anything. But they chose to be nonexplicit about what they were doing except when they challenge the Board to provide some information to pass on to the developer. They have made is a one-way street. We are trying to find a way to meet with the Developer.

Councilor Romero-Wirth said they seem to have access to the Developer, but not the Board.

Mr. Oppenheimer said that was correct. The Board wants it sent back to the Developer for some kind of review and cannot do that without the Governing Body's sanction. He suggested she could speak with Anne Watkins or Sterling Grogan.

Councilor Romero-Wirth asked Ms. Watkins how she would characterize the neighborhood's reaction.

Ms. Watkins said she had a different take on what is going on. From early on, a group in the Candlelight Neighborhood Association was opposed but now said they were not opposed but that there were still problems. The rest of the Board members started out not opposed but wanted to work more closely with the Developer, but simply have not been included in the discussions; have not been involved in negotiations and constituted several times but did not communicate with the rest of us very well.

Ms. Watkins said she has talked with Ms. Jenkins about concerns that she felt needed to be addressed – pedestrians and affordable housing. "We are not a separate group, but several people are not in lockstep with the current Board. I helped put together the mailing list. My husband and I walked the whole north part to get people to sign up for the mailing list and was told it would happen on the south side, but it did not happen. So I was willing to go to the south area but was not allowed to see the mailing list. Some people dropped out entirely. I haven't tried to negotiate with Ms. Jenkins."

Councilor Romero-Wirth would it be possible if we deputized Mr. Oppenheimer and his spokespeople, to come together to work with a Developer's representative to have conversation on the issues and work for more peace.

Ms. Watkins said she had backed off because acrimony is not something she wanted to deal with.

Councilor Romero-Wirth asked Mr. Frauenglass about his quibbles with Galisteo.

Mr. Frauenglass said people use it as short cut at high speed. Right in front of my house, it has 9' lanes and some places are 14' lanes. He knew it was not the developer who needed to solve all the problems, but this was one that people will continue to speed through. He has had people in his front yard several times because of speeding through there.

Councilor Cassutt-Sanchez asked Mr. Wood about a 25-year traffic study he had mentioned. She did not understand if it was a formalized study equal to the one submitted.

Mr. Wood said he was a mechanical engineer and looked carefully at it and knew what he saw there, and it was not correct to say they solved all the traffic problems – not turning off Zia.

Councilor Cassutt-Sanchez asked Mr. Werwath about his statements concerning his comments on affordable housing and economics of 3-story building.

Mr. Werwath said he used the project on Siler Road for comparison for how density affects affordable housing. That is important to consider. Fewer units mean less revenue and does affect the financials of a project.

Councilor Cassutt-Sanchez asked Mr. Grogan about the gas line problem to elaborate.

Mr. Grogan said since the City adopted the stormwater management plan, a list of priorities to help with flood conditions was made. The City is still paying for effects from the 2018 flood. His statement was for a written report on Condition 12 to remediate erosion downstream from the pipeline crossing. The Developer said they would work with the City if the City provided a design and monitored implementation of that design.

Mayor Webber said the City Attorney disallowed the response from Ms. Jenkins.

Councilor Vigil Coppler asked Mr. Werwath about a comment earlier that indicated Santa Fe doesn't need any more apartments and wanted his view on that.

Mr. Werwath said Santa Fe needs lots of different types of affordable housing. People moving here would push out locals without places to live. But we are hemmed in with affordable apartments and cannot built just 3-4 units that are affordable in most of the City. It takes large apartment complexes to make the economics work for affordable housing. Overlay restrictions make apartments hard to put in some places in the City. This is a particularly good location for the apartments because of basic service availability.

Councilor Vigil Coppler asked him to comment on the ten-year limitation for keeping housing affordable.

Mr. Werwath pointed out that no affordable rental housing sets out to be affordable in perpetuity. Housing has life cycles. At some point, significant reinvestment needs to be made in housing. There are also issues involved in securing mortgages without uncertainty on the futures of them. The biggest federal affordable housing operations have a fifteen-year minimum expiration of affordability.

The Siler Road project has 40 years of affordability, but he did not think they could make it through 40 years without some revitalization along the way.

Councilor Vigil Coppler asked for his comment on 2-stories with a fee in lieu instead of affordable units being built.

Mr. Werwath said it was a mistake for the community to expect the developers to fix all the affordable housing shortage problems. We must invest proactively in affordable housing to maintain a balanced market.

Having diversity in the market was more important to him than solving the entire affordability problem. Money is the Trust Fund is very impactful.

Mayor Webber wanted to ask a question to Miles Conway. He was no longer present but returned to the meeting later.

Mayor Webber closed Public Testimony portion and thanked everyone who spoke. He felt the question period was also very useful.

Mayor Webber invited members of the Governing Body to submit questions for the Developer or Staff to Lee Logston by email before the close of business tomorrow.

Mr. Conway returned, and Mayor Webber recalled he used specific language about affordable housing and building housing but what he said was different. What he said was, “We need, as a community and as a City, to develop neighborhoods, not just drop housing down into places.”

He welcomed Mr. Conway to expand further on that because it is an important theme. Housing in the absence of a complex of neighborhood and neighborliness, services, mixed use, and careful design doesn’t really fulfill our goal as a community, to have livable neighborhoods.

Mr. Conway said Mayor Webber just took the words out of his mouth. Being someone who has lived in Santa Fe downtown, a person feels like the Plaza is the community but driving many miles away from it to lay their head down to rest.

The development begins to be the center of our universe there. There is already Albertsons and businesses on the east side, and this would be another little center. It is a smart way to go.

Mayor Webber thanked him for his comments.

Mayor Webber wrapped up the business with a reminder to send emails to Mr. Logston as follow-ups for Thursday evening’s next meeting.

6. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:30 p.m.

Approved by:

Mayor Alan Webber

ATTESTED TO:

Kristine M. Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

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.

**Viewing:** Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

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

To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/91695212983?pwd=T3JyTThzdVJXM0w3cFdMTmJ0Y29hdz09.
**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**

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 8, 2021**


| ITEM | ACTION | PAGE |
|---|---|---|
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| 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)

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)

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 M. Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

# City of Santa Fe
# Governing Body
# Findings of Fact and Conclusions of Law

**Case #2020-2900**
**Zia Station South Central Highway Corridor Protection District Rezoning**

**Owner's/Applicant's Name –** Zia Station, LLC
**Agent's Name –** JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on April 6, 2021 and April 8, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc. as agent for Zia Station, LLC (Applicant).

## I. INTRODUCTION

The Application pertains to properties located at the northwest and southwest corners of St. Francis Drive and Zia Road (Properties). The Applicant seeks a rezoning to amend the boundaries on the Official Zoning Map of the South Central Highway Corridor Protection District (SCHC) to exclude two properties from the Overlay District. The Properties total approximately 22.7 acres and are within the South Central Highway Corridor Protection District (SCHC).

In related Case #2020-2898, the Applicant requests a general plan amendment for a property located at the northwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to High Density Residential (12 to 29 dwelling units per acre).

Additionally, in related Case #2020-2914, the Applicant seeks a general plan amendment for a property at the southwest corner of St. Francis Drive and Zia Road, to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed Use.

Additionally, in related Case #2020-2899, the Applicant seeks 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.

Finally, in related Case #2020-2901, the Applicant seeks preliminary development plan approval for a mixed-use Planned Unit Development to be developed in two phases for two properties at the northwest and southwest corners of St. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

## II. FINDINGS OF FACT

### A. Background: Property History

1. In 2001, SF Brown Ltd. Company, managing partner in Zia Station, LLC (Applicant) entered into an agreement to purchase the 8.34-acre pumice plant property at the southwest corner of St. Francis drive and Zia Road.
2. On January 14, 2004, the Governing Body approved Resolution No. 2004-4, changing the future land use designation of the property that the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential (together, the Project).
3. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.
4. In 2005, SF Brown Ltd. Company closed on the purchase of pumice plant.
5. In 2007, the pumice plant was demolished.

### B. Background: City Planning Efforts Related to Commuter Rail

6. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
7. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
8. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
9. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
10. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
11. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
12. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
13. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride"

(passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.

14. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
15. In April 2017, Rail Runner service became available at the at Zia Station platform.

## C. Background: Procedural History

16. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
17. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
18. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the TIA results, and that suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
21. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
22. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
23. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the rezoning application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
24. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the rezoning.
25. Pursuant to SFCC Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
26. Pursuant to SFCC 14-3.5(B)(2)(a), "[a]ll proposed rezonings shall be submitted to the planning commission for review and recommendation at a public hearing."

27. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
28. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
29. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.
30. On February 18, 2021, a majority of the Commission voted to recommend that the Governing Body approve the rezoning; two members of the Commission did not concur with the majority vote.
31. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

## D. Rezoning: Request to Amend the Boundaries of the SCHC

32. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2914, 2020-2899, and 2020-2901.
33. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
34. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
35. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
36. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
37. In this case, the Applicant seeks to amend the boundaries of the South Central Highway Corridor to exclude the Properties from the overlay district.
38. On June 25, 1986, the Governing Body adopted Ordinance No. 1986-25, creating the South Central Highway Corridor Protection District (SCHC), for the purposes of establishing and maintaining a clear sense of visual openness and continuity of development, as seen from major highway entrances" to the City. SFCC § 14-5.5(A)(1)(a). The SCHC does this by regulating allowed landscaping, encouraging architectural style and scale that is representative of Santa Fe, establishing setbacks, limiting density to 21 dwelling units per acre, and limiting building height to 25'. *See* SFCC § 14-5.5(A).
39. SFCC Section 14-5.1 explains that overlay districts "are intended to apply in combination with the underlying zoning districts" and that overlay rezoning cases are governed by the general requirements set forth in SFCC Section 14-3.5, which apply to all rezonings, plus any additional rezoning requirements established by SFCC Section 14-5.
40. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).

41. Pursuant to SFCC Section 14-2.2(A) and Section 14-3.5(B)(2), and Table 12-2.1-1, the Governing Body has the authority to review and approve rezonings.
42. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
43. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
44. Pursuant to SFCC Section14-3.5(C)(1)(a)(i), the Governing Body finds that the rezoning is justified because implementation of the SCHC Overlay District is complicated by the fact that the City did not make accommodations for current and intended future uses on individual tracts within the SCHC Overlay when it was adopted, as it has when adopting other plans.
45. Pursuant to SFCC Section14-3.5(C)(1)(a)(ii), the Governing Body finds that the rezoning is justified because the surrounding area has changed, in that the St. Francis corridor has developed into a dense, mixed-use corridor since the SCHC was adopted. The establishment of commuter rail at the site is a significant change, and City planning efforts have repeatedly called for some level of mixed-use development at the site. The 25' height restriction of the SCHC will prevent the three-story residential density required to create a transit-focused development that will capitalize on the public investment in commuter rail.
46. Pursuant to SFCC Section14-3.5(C)(1)(a)(iii), the Governing Body finds that the rezoning is justified in that the proposed land uses for Zia Station align with General Plan Themes and Policies, such as Affordable Housing, Transportation Alternatives, Economic Diversity, Urban Form/Higher Densities, Community Oriented Development, and Mixed-Use.
47. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
48. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the Zia Station proposal generally aligns with General Plan Themes and Policies. With respect to the future land use map, the Applicant has requested the required general plan amendments in the related cases considered concurrently with this case. The proposed exclusion of the subject property from the SCHC is consistent with previous actions of the City to implement the guiding development principles identified in the General Plan, such as mixed-use, infill, affordable housing, multi-modal transportation, and economic diversification at a commuter rail station. General Plan policies and resulting City ordinances allow for height above two stories elsewhere in the City, primarily in the Business Capitol District (BCD), where heights up to 56 feet are allowed in one sub-district and heights of 36 feet are allowed in several of the sub-districts. The proposed rezoning is consistent with the Transitional Mixed-Use future land use designation and multiple City studies and plans, including the Amended Draft Rail Corridor Study: Transit Oriented Development for Santa Fe's Rail Corridor Neighborhoods, created by the City of Santa Fe Long Range Planning Division in 2008, which recommended that heights of up to three-stories could be appropriate at Zia Station.
49. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning, is located in an area the General Plan designated as both infill and future growth, and that the height limitation of the SCHC will prevent proper capitalization on public investment in commuter rail.
50. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure will be able to accommodate or can be modified to accommodate the

impacts of the proposed development. Furthermore, the subject properties are adjacent to the Rail Trail and the Zia Rail Runner Station, providing a unique opportunity to maximize the benefits of this key piece of public infrastructure with the establishment of a transit-focused development.

51. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the character of the St. Francis corridor has changed over time. Multi-family housing is plentiful along the southern St. Francis corridor, especially on the east side. To the north, the LINC Overlay recognizes the need for increased height to provide density that will support walkable, mixed-use neighborhoods.
52. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that at approximately 22.7 acres, the proposed rezoning is well over the two acre threshold.
53. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public. The public will be served by development that will see adequate return on and maximize the benefit of significant public investment in multi-modal transportation infrastructure at the Zia Rail Runner Station and the Rail Trail.
54. Pursuant to SFCC Section 14-3.5(D)(1), the Governing Body finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure improvements.
55. Pursuant to SFCC Section 14-3.5(D)(2), the Governing Body finds that the developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees. The Applicant will make road improvements both on and off-site as required to support the proposed development.

### E. Vote at the Hearing

56. The following member of the Governing Body did not concur with the majority vote of the Governing Body: Councilor Carol Romero-Wirth.
57. The following members of the Governing Body were not present for the hearing and did not participate in the decision: Councilor Signe Lindell and Councilor Christopher Rivera.

## III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

2. The Applicant has the right under the SFCC to propose the rezoning of the Property.
3. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed rezoning.
4. The Applicant met the applicable Submittal Requirements.

5. The Governing Body should approve the requested rezoning because all applicable code requirements and criteria for approval of the proposed rezoning have been met.

**WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

Considering the foregoing findings and conclusions, the Governing Body approves the rezoning, as requested in the Application for Case #2020-2900.

Alan M. Webber
Mayor

May 5, 2021
Date

FILED:

Kristine Bustos-Mihelcic
City Clerk GB MTG 04-28-21

May 5, 2021
Date

APPROVED AS TO FORM:

Erin K. McSherry
City Attorney

Apr 29, 2021
Date

# 2020-2900_Zia SCHC Rezoning_GB_FOFCOL_DRAFT

Final Audit Report 2021-04-29

| | |
|---|---|
| Created: | 2021-04-29 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3Pnd77fKbbmAu7_lwR56hapv6vAAjpyn |

## "2020-2900_Zia SCHC Rezoning_GB_FOFCOL_DRAFT" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-04-29 - 2:36:48 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
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Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
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Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2021-04-29 - 10:45:41 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2021-04-29 - 10:45:41 PM GMT

POWERED BY Adobe Sign

ITEM #51-C

**ity of Santa Fe**

**Conveyoring Body**

**Findings of Fact and Conclusions of Law**

**Case #2025-2901**

**Zia Station Preliminary Development Plan**

**Owner's\Applicant's Name** – Zia Station, LLC

**Agent's Name** – JenkinsGavin, Inc.

THIS MATTER came before the Conveyoring Body (Conveyoring Body) for public
6, 2051 and April 8, 2051 (Hearing) upon the application (Application) of Jenk
agent for Zia Station, LLC (Applicant).

## I. INTRODUCTION

The Application pertains to properties located at the northwest and southwest cor
Drive and Zia Road, totaling approximately 55.7 acres (Properties). The A
preliminary development plan approval for a mixed-use Planned Unit De
developed in two phases (Project). The Planned Unit Development will
approximately 484 dwelling units, 84,000 square feet of office space, and 30,0
restaurant\retail space. The Application includes a request for approval of an
design. The properties are zoned R-1 (Residential- one dwelling unit per acre),
South Central Highway Corridor Protection District (SCHC).

In related Case #2025-285, the Applicant requests a general plan amendme
located at the northwest corner of Sr. Francis Drive and Zia Road, to change the
Designation from Low Density Residential (3 to 7 dwelling units per acre)
Residential (15 to 25 dwelling units per acre).

Additionally, in related Case #2025-215, the Applicant seeks a general plan
property at the southwest corner of Sr. Francis Drive and Zia Road, to change the
Designation from Low Density Residential (3 to 7 dwelling units per acre) to T
Use.

Additionally, in related Case #2025-0285, the Applicant seeks a rezoning from
one dwelling unit per acre) to C-5 VUD (General Commercial- Planned Unit
properties located at the northwest and southwest corners of Sr. Francis Driv

Finally, in related Case #2025-2900, the Applicant seeks a rezoning to amend
the Official Zoning Map of the South Central Highway Corridor Protection D
exclude two properties at the northwest and southwest corners of Sr. Francis D
from the Overlay District.

After conducting a public hearing and having heard from staff and all interes
Conveyoring Body hereby FINDS, as follows:

C

## II. FINDINGS OF FACT

### A. Background: Procedural History

1. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
2. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
3. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the TIA results, and that suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
5. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
6. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
7. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the preliminary development plan application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
8. Staff recommended that the Commission should recommend that the Governing Body approve the preliminary development plan and innovative street design, subject to conditions of approval and the technical corrections set forth in the Staff Report and exhibits.
9. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
10. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
11. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.

12. On February 18, 2021, a majority of the Commission voted to recommend that the Governing Body approve the preliminary development plan and innovative street design; two members of the Commission did not concur with the majority vote.
13. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

## B. Development Plan

14. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2899, 2020-2900, and 2020-2914.
15. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
16. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
17. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
18. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
19. Under SFCC Section 14-3.8(B)(3)(a), a new development with a gross floor area of thirty thousand (30,000) square feet or more requires approval of a development plan.
20. Under SFCC Section 14-3.8(B)(3)(b), a new development with a gross floor area of ten thousand (10,000) square feet in the C-2 zone requires a development plan.
21. Pursuant to SFCC Section 14-5.7(C)(1), an application for PUD rezoning must be accompanied by a preliminary development plan.
22. Pursuant to SFCC Sections 14-2.2(A), 14-3.8(C)(2)(a), 14-3.5(B)(2), and 14-5.7(C)(1), and Table 12-2.1-1, the Governing Body has the authority to review and approve preliminary development plans associated with C-2 PUD rezoning applications.
23. SFCC Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing and a decision based on the criteria set out in SFCC Section 14-3.8(D).
24. SFCC Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
25. SFCC Section 14-3.8(D)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a development plan.
26. Pursuant to SFCC Section 14-3.8(D)(1)(a), the Governing Body finds that it has the authority to review the preliminary development plan under SFCC Sections SFCC Sections 14-2.2(A), 14-3.8(C)(2)(a), 14-3.5(B)(2), and 14-5.7(C)(1), and Table 12-2.1-1.
27. Pursuant to SFCC Section 14-3.8(D)(1)(b), the Governing Body finds that the preliminary development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health,

safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision of much-needed housing proximate to multi-modal transit options and public trails.

28. Pursuant to SFCC Section 14-3.8(D)(1)(c), the Governing Body finds that the use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration. The subject property is located in a mixed-use area comprising significant commercial and multi-family development. The proposed uses and scale of the project is compatible with land uses in the vicinity, while serving as an appropriate transition between the adjacent existing residential development and the St. Francis corridor.
29. Pursuant to SFCC Section 14-3.8(D)(2), the Governing Body "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
30. The Governing Body finds that the conditions of approval and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
31. At the Hearing, the Applicant agreed to four additional conditions of approval, as follows: (1) the Applicant shall use 500-year storm event modeling when determining the final design for arroyo bank stabilization measures; (2) the Applicant shall assist with coordinating the efforts of the City, the New Mexico Gas Company, and any other relevant parties to mitigate erosion and other issues associated with the natural gas line, which is located off-site (not on the Applicant's property); (3) any amendments to the Santa Fe Homes Program Agreement for the project shall be presented to the Governing Body for review and approval; and (4) the New Mexico Department of Transportation shall approve the final placement, design, and operation of the HAWK pedestrian crossing and any work or improvements within the State of New Mexico's right-of-way.
32. The Governing Body finds that the four additional conditions agreed to at the hearing are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
33. Pursuant to SFCC Section 14-9.2(B)(3), the Governing Body may consider and approve an innovative street design that is not included among the street types and street sections shown or described in SFCC Section 14-9.2 if the innovative street design provides adequate pedestrian and bicycle facilities, as well as necessary transit facilities.
34. The Governing Body finds that the Applicant's proposed innovative street design should be approved because it furthers the intent of SFCC Section 14-9.2 and provides adequate pedestrian and bicycle facilities, as well as necessary transit facilities.

## C. Vote at the Hearing

35. The following member of the Governing Body did not concur with the majority vote of the Governing Body: Councilor Carol Romero-Wirth.
36. The following members of the Governing Body were not present for the hearing and did not participate in the decision: Councilor Signe Lindell and Councilor Christopher Rivera.

## III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Development Plan

2. Pursuant to SFCC Section 14.5-7(C)(1), a preliminary development plan must accompany a request for C-2 PUD rezoning.
3. The Governing Body has the authority to review and approve the preliminary development plan, including the proposed innovative street design, subject to conditions.
4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body should approve the preliminary development plan and innovative street design, subject to the conditions of approval and technical corrections recommended by staff and the additional conditions agreed to at the hearing, because all applicable code requirements and criteria for preliminary development plan approval have been met.
6. Final development plans for one or both phases of the Project shall be subject to review and approval by the Planning Commission at a public hearing, pursuant to SFCC Section 14-3.8 and other applicable provisions of Chapter 14 of the SFCC.

**WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

Considering the foregoing findings and conclusions, the Governing Body approves the preliminary development plan for the Properties (Case #2020-2901), including the request for an innovative street design, subject to the conditions and the technical corrections set forth in the Staff Report and exhibits, and the following additional conditions of approval:

(1) The Applicant shall use 500-year storm event modeling when determining the final design for arroyo bank stabilization measures.

(2) The Applicant shall assist with coordinating the efforts of the City, the New Mexico Gas Company, and any other relevant parties to mitigate erosion and other issues associated with the natural gas line, which is located off-site (not on the Applicant's property).

(3) Any amendments to the Santa Fe Homes Program Agreement for the Project shall be presented to the Governing Body for review and approval.

(4) The New Mexico Department of Transportation shall approve the final placement, design, and operation of the HAWK pedestrian crossing and any work or improvements within the State of New Mexico's right-of-way.

Pursuant to SFCC Section 14-3.19(B)(2), approval of the preliminary development plan shall expire three years after this final action approving it unless the final development plan is approved or an extension is granted pursuant to SFCC Section 14-3.19(C). If the preliminary development

plan expires, a new preliminary development plan must be submitted to the Governing Body for review and approval prior to development of the Properties.

Alan M. Webber
Mayor

May 5, 2021
Date

FILED:

Kristine Bustos-Mihelcic
City Clerk GB MTG 04/28/2021

May 5, 2021
Date

APPROVED AS TO FORM:

Erin K. McSherry
City Attorney

Apr 29, 2021
Date

# 2020-2901_Zia Prelim. Dev. Plan_GB_FOFCOL_DRAFT

Final Audit Report 2021-04-29

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ITEM #

**ity of Santa Fe**
**Conforming Body**
**Findings of Fact and Conclusions of Law**

**Case #2020-2869**
**Zia Station C-2 PUD Rezoning**

**Owner's\Applicant's Name** – Zia Station, LLC

**Agent's Name** – JenkinsGavin, Inc.

THIS MATTER came before the Conforming Body (Conforming Body) for public hearing (Hearing) upon the application (Application) of Jenkins Gavin, Inc., 2051 and April 8, 2051 (Hearing) upon the application (Application) of Jenkins Gavin, Inc., agent for Zia Station, LLC (Applicant).

## I. INTRODUCTION

The Application pertains to properties located at the northwest and southwest corner of Drive and Zia Road, totaling approximately 55.7 acres (Properties). The Application requests approval of a rezoning from R-1 (Residential- one dwelling unit per acre) to C (Commercial- Planned Unit Development). The properties are within the South Central Corridor Protection District (SCHC).

In related Case #2020-2868, the Applicant requests a general plan amendment to relocate it the northwest corner of Sr. Francis Drive and Zia Road, to change the designation from Low Density Residential (3 to 7 dwelling units per acre) to Residential (15 to 25 dwelling units per acre).

Additionally, in related Case #2020-2814, the Applicant seeks a general plan property at the southwest corner of Sr. Francis Drive and Zia Road, to change the designation from Low Density Residential (3 to 7 dwelling units per acre) to Use.

Additionally, in related Case #2020-2005, the Applicant seeks a rezoning to remove on the Official Zoning Map of the South Central Highway Corridor Protection District exclude two properties at the northwest and southwest corners of Sr. Francis Drive from the Overlay District.

Finally, in related Case #2020-2102, the Applicant seeks preliminary development for a mixed-use Planned Unit Development to be developed in two phases for the northwest and southwest corners of Sr. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interested Conforming Body hereby FINDS, as follows:

C

## II. FINDINGS OF FACT

### A. Background: Property History

1. In 2001, SF Brown Ltd. Company, managing partner in Zia Station, LLC (Applicant), entered into an agreement to purchase the 8.34-acre pumice plant property at the southwest corner of St. Francis drive and Zia Road.
2. On January 14, 2004, the Governing Body approved Resolution 2004-4, changing the future land use designation of the property that the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential (together, the Project).
3. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.
4. In 2005, SF Brown Ltd. Company closed on the purchase of pumice plant.
5. In 2007, the pumice plant was demolished.

### B. Background: City Planning Efforts Related to Commuter Rail

6. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
7. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
8. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
9. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
10. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
11. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
12. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
13. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride"

(passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.

14. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
15. In April 2017, Rail Runner service became available at the at Zia Station platform.

## C. Background: Procedural History

16. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
17. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
18. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the TIA results, and that suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
21. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
22. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
23. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the rezoning application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
24. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the rezoning.
25. Pursuant to SFCC Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
26. Pursuant to SFCC 14-3.5(B)(2)(a), "[a]ll proposed rezonings shall be submitted to the planning commission for review and recommendation at a public hearing."

27. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
28. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
29. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.
30. On February 18, 2021, a majority of the Commission voted to recommend that the Governing Body approve the rezoning; two members of the Commission did not concur with the majority vote.
31. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

## D. Rezoning: R-1 to C2-PUD

32. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2914, 2020-2900, and 2020-2901.
33. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
34. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
35. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
36. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
37. In this case, the Applicant seeks a rezoning from R-1 (Residential-one dwelling unit per acre) to C-2 PUD (General Commercial- Planned Unit Development).
38. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
39. Pursuant to SFCC Section 14-2.2(A) and Section 14-3.5(B)(2), and Table 12-2.1-1, the Governing Body has the authority to review and approve rezonings.
40. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
41. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
42. Pursuant to SFCC Section 14-3.5(C)(1)(a)(i), the Governing Body finds that the rezoning is justified because when the City created the Transitional Mixed-Use future land use designation, it did not create a compatible zoning classification.

43. Pursuant to SFCC Section14-3.5(C)(1)(a)(ii), the Governing Body finds that the rezoning is justified because the default R-1 zoning of the properties is not representative of the surrounding area, which includes SC-1, C-1, I-1, BIP, R-21, R-7, and R-5. In addition, the Rail Runner Zia Station is an important public transit improvement that deserves responsible development of the adjacent properties.
44. Pursuant to SFCC Section14-3.5(C)(1)(a)(iii), the Governing Body finds that the rezoning is justified because the Zia Station mixed-use, transit/pedestrian-oriented development furthers General Plan Themes and Policies, such as Affordable Housing, Transportation Alternatives, Economic Diversity, Urban Form/Higher Densities, Community Oriented Development, and Mixed Use.
45. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
46. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan in that most of the Phase 2 property is already designated Transitional Mixed-Use, which supports the requested C-2 PUD zoning, and the Applicant is requesting required amendments to the Future Land Use Map of the General Plan concurrently with this Application.
47. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning and is located in an area that was designated for infill and future growth. At approximately 21 acres, the project site has the potential to provide significant housing and neighborhood scale services, at a location served by existing infrastructure, transit, and pedestrian trails.
48. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. A TIA was performed to assess the impact of the additional traffic anticipated to be generated by the proposed development. The Applicant will make improvements to the intersection of St. Francis Drive and Zia Road, including a third left-turn lane, which will improve traffic movement and stacking at this intersection.
49. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed zoning amendment will enable the construction of a mixed use development appropriate to the existing Transitional Mixed-Use future land use designation. The St. Francis corridor is generally mixed-use in nature, with both commercial and residential development, including much multi-family residential.
50. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that at 21.0 acres, the proposed rezoning is well over the two acre threshold.
51. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that Zia Station not only complies with numerous General Plan policies as addressed above, but is the type of mixed-use, walkable community that the General Plan encourages. The project benefits the general public through increased housing supply, road network improvements, pedestrian amenities, neighborhood services, opportunities for small businesses, and multi-modal transportation options. The Governing Body has taken multiple actions leading toward a mixed use, transit-focused development at this location.
52. Pursuant to SFCC Section 14-3.5(D), the Governing Body finds that the proposed rezoning and density can be accommodated by the proposed road infrastructure improvements.

53. At the Hearing, the Applicant stated that the Applicant did not intend for the Properties to be used for short-term rental uses and that the Applicant was in agreement with a condition to prohibit short-term rental uses within the planned unit development.

**E. Vote at the Hearing**

54. The following member of the Governing Body did not concur with the majority vote at the Hearing: Councilor Carol Romero-Wirth.
55. The following members of the Governing Body were not present for the hearing and did not participate in the decision: Councilor Signe Lindell and Councilor Christopher Rivera.

## III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

1. The Applicant has the right under the SFCC to propose the rezoning of the Property.
2. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed rezoning.
3. The Applicant met the applicable Submittal Requirements.
4. The Governing Body should approve the requested rezoning subject to a condition prohibiting short-term rental uses because all applicable code requirements and criteria for approval of the proposed rezoning have been met.

**WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

Considering the foregoing findings and conclusions, the Governing Body approves the rezoning, as requested in the Application for Case #2020-2899, subject to the condition that short-term rental uses shall be prohibited throughout the planned unit development.

Alan M. Webber
Mayor

May 5, 2021
Date

FILED:

Kristine Bustos-Mihelcic
City Clerk GB MTG 04/28/2021

May 5, 2021
Date

APPROVED AS TO FORM:

Erin K. McSherry
City Attorney

Apr 29, 2021
Date

# 2020-2899_Zia C2-PUD Rezoning_GB_FOFCOL_DRAFT

Final Audit Report 2021-04-29

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ITEM #C

**ity of Santa Fe**
**Governing Body**
**Findings of Fact and Conclusions of Law**

**Case #2020-2898**
**North Zia Station General Plan Amendment**

**Owner's\Applicant's Name** – Zia Station, LLC

**Agent's Name** – JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on the application (Application) of Jenkins Gavin, Inc., 2021 and April 8, 2021 (Hearing) upon the application (Application) of Jenkins Gavin, Inc. agent for Zia Station, LLC (Applicant).

## I. INTRODUCTION

The Application pertains to a property located at the northwest corner of 2f. Francis Drive and Zia Road, totaling approximately 13.3 acres (Property). The Applicant requests amendment to change the Future Land Use Designation from Low Density Residential (3 to 7 dwelling units per acre) to High Density Residential (15 to 25 dwelling units per acre) and is within the Property is zoned R-1 (Residential- one dwelling unit per acre) and is within the Highway Corridor Protection District (SCHC).

In related Case #2020-215, the Applicant seeks a general plan amendment to change the property at the southwest corner of 2f. Francis Drive and Zia Road, to change the Designation from Low Density Residential (3 to 7 dwelling units per acre) to Use.

Additionally, in related Case #2020-200, the Applicant seeks a rezoning to amend on the Official Zoning Map of the South Central Highway Corridor Protection D exclude two properties at the northwest and southwest corners of 2f. Francis D from the Overlay District.

Additionally, in related Case #2020-298, the Applicant seeks a rezoning from one dwelling unit per acre) to C-5 VUD (General Commercial- Planned Unit properties located at the northwest and southwest corners of 2f. Francis Drive a

Finally, in related Case #2020-196, the Applicant seeks preliminary development for a mixed-use Planned Unit Development to be developed in two phases for the northwest and southwest corners of 2f. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interes

Governing Body hereby FINDS, as follows:

## II. FINDINGS OF FACT

### A. Background: Property History

1. On January 14, 2004, the Governing Body approved Resolution No. 2004-4, changing the future land use designation of the property at the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential.
2. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.

### B. Background: City Planning Efforts Related to Commuter Rail

3. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
4. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
5. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
6. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
7. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
8. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
9. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
10. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride" (passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.
11. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
12. In April 2017, Rail Runner service became available at the at Zia Station platform.

## C. Background: Procedural History

13. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
14. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(xii)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
15. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
16. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
17. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the Traffic Impact Analysis (TIA) results, and whether suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
18. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
19. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
20. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the general plan amendment application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
21. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the general plan amendment.
22. Pursuant to SFCC 14-3.2(D)(2)(a), "[a]ll proposed general plan amendments shall be submitted to the [Commission] for review and recommendation at a public hearing."
23. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.
24. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
25. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.

26. On February 18, 2021, the Commission voted unanimously to recommend that the Governing Body approve the general plan amendment.
27. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

## D. General Plan Amendment from Low Density to High Density Residential

28. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2914, 2020-2899, 2020-2900, and 2020-2901.
29. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
30. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
31. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
32. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
33. Pursuant to SFCC Sections14-2.2(A) and 14-3.2(D)(3), and Table 14-2.1-1, the Governing Body has the authority to review and approve amendments to the general plan.
34. Pursuant to SFCC Section 14-3.2(B), the general plan must be amended before new zoning regulations establishing new land use classifications may be approved.
35. In this case, the Applicant seeks an amendment of the future land use designation from Low Density Residential to High Density Residential.
36. Under the general plan, "High Density Residential" is the highest density category and permits residential zoning of twelve to twenty-nine units per acre.
37. SFCC Section 14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation from the Commission to the Governing Body based upon the criteria set out in SFCC Section 14-3.2(E).
38. SFCC Section 14-3.2(E)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving an amendment to the general plan.
39. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Governing Body finds that all applicable criteria in SFCC 14-3.2(E)(1) have been met.
40. Pursuant to SFCC 14-3.2(E)(1)(a), the Governing Body finds that the proposal is consistent with growth projections for Santa Fe and that an adequate supply of housing to support the workforce is important for economic development. As an infill site adjacent to major roads and commuter rail, the subject property is served by existing utility, transit, and roadway infrastructure.
41. Pursuant to SFCC 14-3.2(E)(1)(b), the Governing Body finds that the proposal is consistent with other parts of the general plan, including Guiding Policies regarding a mix of housing

types in all parts of the city, and the need to provide a mix of services and uses at the neighborhood level in the form of pedestrian-oriented neighborhood centers.

42. Pursuant to SFCC 14-3.2(E)(1)(c), the Governing Body finds that the proposed use is not inconsistent with the prevailing use and character in the area when considering the St. Francis corridor as a whole, that the Property is well over the two-acre minimum required for a general plan amendment, and that the project will not benefit one or a few landowners at the expense of the surrounding landowners or the general public because it will increase housing supply, including affordable housing; result in needed roadway improvements at Zia and St. Francis; and provide pedestrian amenities and multi-modal transportation options.
43. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(d) is not applicable because Criterion 14-3.2(E)(1)(c) is met.
44. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.
45. Pursuant to SFCC 14-3.2(E)(1)(f), the Governing Body finds that approving a proposal for housing on the Property would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area.
46. Pursuant to SFCC 14-3.2(E)(1)(g), the Governing Body has considered conformity with other city policies, including land use policies, ordinances, regulations, and plans. The project is supported by goals and recommendations of the 2020-2045 Santa Fe Metropolitan Transportation Plan Approved May 28, 2020 by the Santa Fe MPO Transportation Policy Board; the Draft City of Santa Fe Land Use & Urban Design Plan proposed by the City of Santa Fe Long-Range Planning Division in 2017 (never adopted); the Amended Draft Rail Corridor Study: Transit Oriented Development for Santa Fe's Rail Corridor Neighborhoods, created by the City of Santa Fe Long Range Planning Division in 2008 (never adopted); and the Sustainable Santa Fe 25-Year Sustainability Plan with the Goal of Achieving Carbon Neutrality by the Year 2040, adopted by Resolution No. 2018-65.
47. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
48. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

### E. Vote at the Hearing

49. The members of the Governing Body present at the hearing voted unanimously to approve the general plan amendment requested in this case.
50. The following members of the Governing Body were not present for the hearing and did not participate in the decision: Councilor Signe Lindell and Councilor Christopher Rivera.

## III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

General Plan Amendment

2. The Applicant has the right under the SFCC to propose an amendment to the general plan.
3. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed amendment to the general plan.
4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body should approve the requested general plan amendment because all applicable code requirements and criteria for approval of the proposed amendment to the general plan have been met.

**WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

Considering the foregoing findings and conclusions, the Governing Body approves the general plan amendment, as requested in the Application for Case #2020-2898.

Alan M. Webber
Mayor

May 5, 2021
Date

FILED:

Kristine Bustos-Mihelcic
City Clerk GB MTG 04/28/2021

May 5, 2021
Date

APPROVED AS TO FORM:

Erin K. McSherry
City Attorney

Apr 29, 2021
Date

# 2020-2898_Zia North GP Amend_GB_FOFCOL_DRAFT

Final Audit Report 2021-04-29

| | |
|---|---|
| Created: | 2021-04-29 |
| By: | Irene Romero (ikromero@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA6l18M4xInhx1x0U2l9X2Yahx74ApdJ26 |

## "2020-2898_Zia North GP Amend_GB_FOFCOL_DRAFT" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-04-29 - 2:30:40 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2021-04-29 - 2:31:06 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2021-04-29 - 10:47:31 PM GMT- IP address: 104.47.65.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2021-04-29 - 10:47:50 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2021-04-29 - 10:47:50 PM GMT

# C

ITEM

**ity of Santa Fe**

**Converting Body**

**Findings of Fact and Conclusions of Law**

**Case #2020-2914**

**South Zia Station General Plan Amendment**

**Owner's\Applicant's Name** – Zia Station, LLC

**Agent's Name** – JenkinsGavin, Inc.

THIS MATTER came before the Converting Body (Converting Body) for hearing on the application (Application) of Jenkins, 2020 and April 8, 2021 (Hearing) upon the application (Application) of Jenkins Gavin, Inc., agent for Zia Station, LLC (Applicant).

## I. INTRODUCTION

The Application pertains to a property located at the southwest corner of 2nd. Francis Drive and Zia Road, totaling approximately 9.1 acres (Property). The Applicant requests a general plan amendment to the general plan future land use map designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed Use. The Property is zoned SF-5 and is within the South Central Highway Corridor Protection District (SCHC).

In related Case #2020-858, the Applicant requests a general plan amendment to change the designation located at the northwest corner of 2nd. Francis Drive and Zia Road, to change the designation from Low Density Residential (3 to 7 dwelling units per acre) to Transitional Mixed Use (15 to 25 dwelling units per acre).

Additionally, in related Case #2020-2900, the Applicant seeks a rezoning to amend the Official Zoning Map of the South Central Highway Corridor Protection District to exclude two properties at the northwest and southwest corners of 2nd. Francis Drive from the Overlay District.

Additionally, in related Case #2020-2898, the Applicant seeks a rezoning from the one dwelling unit per acre) to C-5 VUD (General Commercial- Planned Unit Development properties located at the northwest and southwest corners of 2nd. Francis Drive and

Finally, in related Case #2020-2902, the Applicant seeks preliminary development for a mixed-use Planned Unit Development to be developed in two phases for the northwest and southwest corners of 2nd. Francis Drive and Zia Road.

After conducting a public hearing and having heard from staff and all interested

Converting Body therby FINDS, as follows:

## II. FINDINGS OF FACT

### A. Background: Property History

1. In 2001, SF Brown Ltd. Company, managing partner in Zia Station, LLC (Applicant) entered into an agreement to purchase the 8.34-acre pumice plant property at the southwest corner of St. Francis drive and Zia Road.
2. On January 14, 2004, the Governing Body approved Resolution No. 2004-4, changing the future land use designation of the property that the northwest corner of St. Francis and Zia Road from Open Space to Low Density Residential (3 to 7 dwelling units per acre), and the property at the southwest corner from Park and Open Space to Transitional Mixed-Use, with a small portion changing to Low Density Residential (together, the Project).
3. At that time, the Applicant stated an intention to request a rezoning in the future to develop the northern property at approximately R-5 (Residential- five dwelling units per acre) or R-7 (Residential- seven dwelling units per acre), and to request a rezoning to C-2 PUD (General Commercial- Planned Unit Development) to develop the southern property as a mixed use development.
4. In 2005, SF Brown Ltd. Company closed on the purchase of pumice plant.
5. In 2007, the pumice plant was demolished.

### B. Background: City Planning Efforts Related to Commuter Rail

6. On September 10, 2003, the Governing Body passed Resolution No. 2003-70, unanimously supporting the effort to establish a commuter rail line between Albuquerque and Santa Fe.
7. On November 14, 2007, the Governing Body passed a follow-up Resolution No. 2007-102, reaffirming the City's commitment to commuter rail and identifying concerns to be resolved.
8. On December 13, 2007, the Santa Fe Metropolitan Planning Organization (MPO) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road.
9. NMDOT built the Zia Station platform prior to the commencement of Rail Runner service between Albuquerque and Santa Fe in 2008.
10. In 2008, the City of Santa Fe Long Range Planning Division prepared the Rail Corridor Strategic Plan, which identified Zia Station as the "Gateway to Santa Fe" and recommended a mixed-use, transit and pedestrian oriented development at the site consisting of up to three-story buildings. This Plan and its recommendations were not formally adopted by the City's Governing Body or incorporated into the City's General Plan.
11. On March 14, 2011, City and MPO staff conducted a public input meeting to discuss the opening of the Zia Station platform for rail service as a "kiss and ride" station. MPO staff presented a conceptual plan to show how pedestrian, bicycle, transit, and automobile access could be accommodated at the site. A majority of the 250 people present expressed a desire for the Zia Station platform to open.
12. On August 30, 2011, the Governing Body adopted Resolution No. 2011-44, recognizing the need for additional capital improvements in order to open the Zia Station platform.
13. On August 13, 2015, the City entered into an Impact Fee Credit Agreement with the Applicant for the Applicant to receive impact fee credits in exchange for constructing "kiss and ride"

(passenger drop off only) improvements to the Zia Station platform area. The Agreement was filed with the records of the City Clerk as Item #15-0511.

14. The Applicant completed the "kiss and ride" improvements to the Zia Station platform area in 2017.
15. In April 2017, Rail Runner service became available at the at Zia Station platform.

## C. Background: Procedural History

16. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
17. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(xii)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
18. A pre-application conference was held on February 6, 2020 in accordance with SFCC Section 14-3.l(E)(1).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held on the Application on October 29, 2020. The ENN meeting was attended the Project team, members of City staff, and approximately 90 members of the public. Residents voiced concerns about traffic impacts, building height and visual impacts to the skyline, project density, loss of open space, and impacts to their neighborhood and property values. Skepticism was expressed about the Traffic Impact Analysis (TIA) results, and whether suggested road improvements could handle traffic presumed to be generated by the project. Residents stated that it was difficult for them to evaluate the project before receiving actual application materials, but staff pointed out that under the SFCC, the ENN always takes place before submission of an application. The President of the Candlelight Neighborhood Association requested that another ENN be held for the project.
21. The Applicant held one more, informal virtual meeting to answer additional questions on November 12, 2020.
22. City staff held one more, informal virtual meeting with residents on November 16, 2020, after residents had an opportunity to review the submitted application materials. Questions for staff were largely procedural in nature, although there were questions about the specific details of the project. Staff asked residents to summarize their questions and submit them to staff for follow up. Only one resident did this, submitting a detailed traffic analysis.
23. Pursuant to SFCC Section 14-3.2(D)(1), city staff reviewed the general plan amendment application, along with the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the application.
24. Staff recommended that the Planning Commission (Commission) should recommend that the Governing Body approve the general plan amendment.
25. Pursuant to SFCC 14-3.2(D)(2)(a), "[a]ll proposed general plan amendments shall be submitted to the [Commission] for review and recommendation at a public hearing."
26. The Commission conducted a public hearing over the course of two meetings held February 4, 2021, and February 18, 2021.

27. The meeting minutes reflect that approximately forty-six (46) members of the public provided sworn public comment at the February 4, 2021 Commission meeting.
28. The record before the Governing Body reflects that approximately forty-two (42) individuals and one neighborhood association provided written public comment for the Commission's consideration at the public hearing.
29. On February 18, 2021, the Commission voted unanimously to recommend that the Governing Body approve the general plan amendment.
30. On March 4, 2021, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its recommendation.

## D. General Plan Amendment from Low Density Residential to Transitional Mixed-Use

31. At a hearing conducted over the course of two special meetings held April 6, 2021, and April 8, 2021, the Governing Body considered the application in this case concurrently with the applications in Case Nos. 2020-2898, 2020-2900, 2020-2899, and 2020-2901.
32. Approximately thirty-nine (39) members of the public submitted written public comments in advance the written comment deadline of 1:00 p.m. on April 6, 2021, as set forth on the published meeting agenda.
33. At the April 6, 2021 meeting, the Governing Body received reports from staff, sworn testimony and evidence from the Applicant, and sworn testimony offered by interested members of the public.
34. Approximately forty-four (44) members of the public provided sworn public testimony at the April 6, 2021 meeting, and members of the Governing Body asked follow-up questions of some members of the public and allowed them to further testify and respond.
35. At the April 8, 2021 meeting, the Governing Body asked questions of city staff and the Applicant, and conducted discussion and deliberation prior to making a decision.
36. Pursuant to SFCC Sections14-2.2(A) and 14-3.2(D)(3), and Table 14-2.1-1, the Governing Body has the authority to review and approve amendments to the general plan.
37. Pursuant to SFCC Section 14-3.2(B), the general plan must be amended before new zoning regulations establishing new land use classifications may be approved.
38. In this case, the Applicant seeks an amendment of the future land use designation from Low Density Residential to Transitional Mixed-Use.
39. On November 28, 2001, the Governing Body adopted Resolution No. 2001-82, adding "Transitional Mixed-Use" as a new future land use designation.
40. Under the general plan, as amended, "Transitional Mixed-Use" is intended to allow a mix of compatible land uses in an area, including residential and commercial, in a way that creates a transitional buffer between single-family neighborhoods and commercial development through a reduction in scale and intensity.
41. SFCC Section 14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation to the Governing Body based upon the criteria set out in SFCC Section 14-3.2(E).
42. SFCC Section 14-3.2(E)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving an amendment to the general plan.

43. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Governing Body finds that all applicable criteria in SFCC 14-3.2(E)(1) have been met.
44. Pursuant to SFCC 14-3.2(E)(1)(a), the Governing Body finds that the proposal is consistent with existing land use conditions and that there is access to available infrastructure.
45. Pursuant to SFCC 14-3.2(E)(1)(b), the Governing Body finds that the proposal is consistent with growth projections for Santa Fe, and that an adequate supply of housing to support the workforce is important for economic development. The project will provide a variety of neighborhood services in an area that is currently not served without crossing St. Francis. As an infill site adjacent to major roads and commuter rail, the subject property is served by existing utility, transit, and roadway infrastructure.
46. Pursuant to SFCC 14-3.2(E)(1)(c), the Governing Body finds that the proposed use is not inconsistent with the prevailing use and character in the area when considering the St. Francis corridor as a whole, that the requested general plan amendment is an adjustment to the future land use designation boundary between two districts, and that the project will not benefit one or a few landowners at the expense of the surrounding landowners or the general public because it will increase housing supply, including affordable housing; result in roadway improvements at Zia and St. Francis; and provide pedestrian amenities and multi-modal transportation options.
47. Pursuant to SFCC 14-3.2(E)(1)(d), the Governing Body finds that the project promotes the general welfare by providing housing and neighborhood-scale commercial in an area not currently served by such commercial amenities, adjacent to commuter rail and a public trail. New residents of the development, as well as existing residents in adjacent neighborhoods, will have alternatives to automobile travel and services within walking distance, potentially reducing pollution and traffic congestion. The proposal is of public advantage and justified by prior City actions to promote significant public investment in commuter rail. Multiple City planning documents address the importance of neighborhood scale commercial services, as detailed in the Staff Report and exhibits.
48. The Governing Body finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.
49. Pursuant to SFCC 14-3.2(E)(1)(f), the Governing Body finds that Zia Station is a rare opportunity to create a transit-focused development in Santa Fe, promoting the general welfare through providing housing and services in a walkable, pedestrian scale environment. It will create economic opportunity and community amenities on Zia Road on the west side of St. Francis. The Governing Body has taken a series of actions over many years to welcome commuter rail to Santa Fe and has recognized Zia Station as a location for some level of transit-focused development through multiple studies.
50. Pursuant to SFCC 14-3.2(E)(1)(g), the Governing Body has considered conformity with other city policies, including land use policies, ordinances, regulations, and plans. The Project is supported by goals and recommendations of the 2020-2045 Santa Fe Metropolitan Transportation Plan Approved May 28, 2020 by the Santa Fe MPO Transportation Policy Board; the Draft City of Santa Fe Land Use & Urban Design Plan proposed by the City of Santa Fe Long-Range Planning Division in 2017 (never adopted); the Amended Draft Rail Corridor Study: Transit Oriented Development for Santa Fe's Rail Corridor Neighborhoods, created by the City of Santa Fe Long Range Planning Division in 2008 (never adopted); and

the Sustainable Santa Fe 25-Year Sustainability Plan with the Goal of Achieving Carbon Neutrality by the Year 2040, adopted by Resolution No. 2018-65.

51. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
52. The Governing Body finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

## E. Vote at the Hearing

1. The members of the Governing Body present at the hearing voted unanimously to approve the general plan amendment requested in this case.
2. The following members of the Governing Body were not present for the hearing and did not participate in the decision: Councilor Signe Lindell and Councilor Christopher Rivera.

## III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

General Plan Amendment

2. The Applicant has the right under the SFCC to propose an amendment to the general plan.
3. The Governing Body has the power and authority at law and under the SFCC to review and approve the proposed amendment to the general plan.
4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body should approve the requested general plan amendment because all applicable code requirements and criteria for approval of the proposed amendment to the general plan have been met.

**WHEREFORE, IT IS ORDERED ON THE 28TH DAY OF APRIL 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

Considering the foregoing findings and conclusions, the Governing Body approves the general plan amendment, as requested in the Application for Case #2020-2914.

_____ _____

Alan M. Webber, Mayor Date

FILED:

Kristine Bustos-Mihelcic
City Clerk GB MTG 04/28/2021

May 5, 2021
Date

APPROVED AS TO FORM:

Erin K. McSherry
City Attorney

Apr 29, 2021
Date

**FIR No. 3333**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: _____ Resolution: X

Short Title(s): **Galisteo Road Plat Vacation**

Sponsor(s): _____

Reviewing Department(s): Land Use Department

Staff Completing FIR: Lee Logston Date: 6/15/21 Phone: 955-6136

Reviewed by City Attorney: _____ Date: Jun 23, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Jun 24, 2021

Alexis Lotero, Assistant Finance Director (Jun 24, 2021 14:56 MDT)

**Summary:**

**The proposed Resolution approves the vacation of existing portions of Galisteo Road, south of its intersection with Zia Road, contingent on the Planning Commission's approval of the vacation and the dedication of new rights-of-way in new alignment. The vacation and dedication is required to build the Zia Station project, as reflected in the preliminary development plan that the Governing Body approved on April 28, 2021. The proposed vacation requires Governing Body approval because the City owns the right-of-way proposed to be vacated. The purpose of this Resolution, if adopted, is to document the Governing Body's approval. If the Governing Body approves the vacation by adopting this Resolution, the developer will ask the Planning Commission to consider final approval of the vacation in conjunction with reviewing the developer's proposal to dedicate new Galisteo rights-of-way. Specifically, as part of the project the developer proposes to move Galisteo's current intersection with Zia further to the west and to add new roadway to the north of the intersection. The Planning Commission's review will be conducted pursuant to the Planning Commission's authority to consider an application for a final development plan and to approve the dedication of new public rights-of-way and improvements that are required to serve the new development.**

**Departments Affected:**

**Public Works, Planning and Land Use**

**Consequences of Not Enacting Legislation:**

**The Applicant will not be able to build Zia Station in the configuration for which the Governing Body gave preliminary development plan approval on April 28, 2021. Zia Road will not gain a HAWK pedestrian activated crossing at the realigned Galisteo intersection.**

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

**None**

**Performance and Administrative Implications:**

**The Public Works Department will continue to maintain the existing Galisteo Road right-of-way until the developer has constructed the new roadway, at the developer's expense, and taken the necessary steps to relocate utilities. When the new roadway and associated public improvements have been constructed to City standards and accepted by the City, the Department will assume maintenance of the new roadway and improvements.**

**Fiscal Implications:**
**This Resolution, which approves the vacation of the southern portion of Galisteo Road right-of-way, will have no fiscal impact because a new, replacement roadway will be dedicated to the City simultaneously with the vacation. Although the proposed Zia Station project will also result in the dedication of new right-of-way north of Zia Road, this aspect of the project can be approved by the Planning Commission in the exercise of its authority to review development proposals and falls outside the scope of this Resolution.**

**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:** Lee Logston
Lee Logston (Jun 23, 2021 14:06 MDT)

**Email:** lrlogston@santafenm.gov

**Signature:**
Noah Berke (Jun 24, 2021 13:46 PDT)

**Email:** nlberke@santafenm.gov

**Signature:** Elias Isaacson
Elias Isaacson (Jun 23, 2021 14:31 MDT)

**Email:** esisaacson@santafenm.gov