



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency and the Mayor's Proclamation of Emergency, the Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at <https://www.santafenm.gov>.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at <https://santafe.primegov.com/public/portal>.

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

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/97527751761?pwd=NXdTWdDyUDRWN2I3UIRjN2x2d0VZUT09>. **Passcode: 582326**

Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 975 2775 1761 - Passcode: 582326**

Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Mayor to speak at the appropriate time.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Romero-Wirth

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

Councilor Abeyta

4. **INVOCATION**

Councilor Vigil Coppler

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

- a. Reconvening of the July 28, 2021 Regular Governing Body Meeting – August 2, 2021
- b. Regular Governing Body Meeting – August 11, 2021

9. **PRESENTATIONS**

- a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

Development Department, rdbrown@santafenm.gov, 955-6625) **INFORMATION ONLY**

Progress Report: Update

Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

10. **CONSENT CALENDAR**

- a. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Santa Fe Playhouse for a Waiver of the 300 Foot Location Restriction to Allow the Dispensing/Consumption of Alcohol at the Santa Fe Playhouse, 142 East De Vargas Street which is within 300 Feet of the San Miguel Mission Church, 401 Old Santa Fe Trail. This Request is for the the Santa Fe Melodrama Events to be Held on the Following Dates from 6:00 P.M. to 8:00 P.M. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafe.nm.gov, 955-6519)
- Thursday, August 26, 2021
 - Friday, August 27, 2021
 - Saturday, August 28, 2021
 - Thursday, September 9, 2021
 - Friday, September 10, 2021
 - Saturday, September 11, 2021
 - Thursday, September 16, 2021
 - Friday, September 17, 2021
 - Saturday, September 18, 2021

Committee Review:

Liquor Hearing: 08/16/2021

Governing Body: 08/25/2021

- b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from SF Wine & Spirits, Inc. for a Transfer of Location Only of Dispenser Liquor License No. 0156 from 1005 S. St. Francis Drive, Suite 101, Santa Fe, to Susan's Fine Wine and Spirits, 632 Agua Fria, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

- c. Request for Approval of Professional Services Agreement with AECOM Technical Services Inc. in the Amount of \$1,069,436.23 Including NMGRT to Provide Engineering Design Services to CIP #501 St. Michael's Drive – Rail Trail Underpass Project. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

PW&U Committee: 08/09/2021

Finance Committee: 08/16/2021

Governing Body: 08/25/2021

- d. Request for Approval of MOA in the Total Amount of \$485,000 for Funding Support of the Santa Fe Film Office Over a Four Year Term Beginning FY22 Ending June 30, 2025, Contractor; Santa Fe County. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209).

Committee Review:

Public Works and Utilities Committee: 08/09/2021

Finance Committee: 08/16/2021

Governing Body: 08/25/2021

- e. Request for Approval of Memorandum of Agreement with Presbyterian Medical Services, No Financial Responsibility, Volunteer Station Agreement for the Foster Grandparent Program; Santa Fe Public Schools. (Anya Alarid, Volunteer Program Manager: aalarid@santafenm.gov, 955-4744)

Committee Review:

Finance Committee: 08/16/2021

Quality of Life Committee: 08/18/2021

Governing Body: 08/25/2021

- f. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Cassutt)
A Resolution Finding the Building and Premises Located at 3003 Calle Caballero to be Ruined, Damaged, and Dilapidated and a Menace to the Public Comfort, Health, Peace, and Safety; Ordering the Owner of Record of 3003 Calle Caballero to Remove the Building, Rubbish, and Debris from the Municipality; and Providing that if the Owner of Record of 3003 Calle Caballero Does Not Remove the Building Rubbish, and Debris, the City of Santa Fe Shall Remove the Building, Rubbish, and Debris and Place a Lien on the Property in an Amount of the Cost of the City's



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

Clean-Up Efforts. (Mike Prinz, Assistant City Attorney; mnprinz@santafenm.gov, 955-6554)

Committee Review:

Introduced: 08/02/21

Finance Committee: 08/16/21

Public Works and Utilities Committee: 08/23/21

Governing Body: 08/25/21

- g. Request for Approval of the Oregon Cities Master Price Agreement for the Purpose of a Procurement Method to Expend Funds Awarded to the Fire Department through the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project. (Brian Moya, Assistant Fire Chief, bjmoya@santafenm.gov, 955-3111)

1. Request for Approval of Budget Amendment Resolutions

Committee Review:

Public Works & Utilities Committee: 08/09/2021

Finance Committee: 08/16/2021

Governing Body Committee: 08/25/2021

- h. **Request to Publish Notice of Public Hearing on September 29, 2021.**

Consideration of Bill No. 2021-20. An Ordinance Amending Section 9-3.6 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Seed Money Contributions on the Required Forms; Amending Section 9-3.7 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualifying Contributions on the Required Forms; and Amending Section 9-3.12 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualified Small Contributions. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman Villarreal) (Marcos Martinez, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Introduced: 08/02/21

Quality of Life Committee: 08/18/21

Governing Body (Request to Publish): 08/25/21

Finance Committee: 08/30/21

Governing Body (Public Hearing): 09/29/21



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

i. **Request to Publish Notice of Public Hearing on September 29, 2021.**

Consideration of Bill No. 2021-21. An Ordinance Relating to Closed Captions; Creating a New Section 7.5 SFCC 1987 to Require Places of Public Accommodation to Activate Closed Captioning on Television Receivers.

(Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor Garcia)
(Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518; Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

Committee Review:

Introduced: 07/14/21

Quality of Life Committee: 08/18/21

Mayor's Committee on Disability: 08/19/21

Governing Body (Request to Publish): 08/25/21

Finance Committee: 08/30/21

Governing Body (Public Hearing): 09/29/21

11. **DISCUSSION/ACTION ITEMS**

- a. Request for the Approval of Extension of Term for Grant Project Aztec Spring 2017-2018 from April 15, 2021 to December 31, 2021 with No Fiscal Impact; State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) / Forestry Division.
(Nathan Miller, Wildland Superintendent, nfmiller@santafenm.gov, 955-3901)

Committee Review:

Governing Body: 08/25/2021

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion of Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, including, but not limited to *AFSCME v. City of Santa Fe*, PELRB Case #106-20. (Erin K. McSherry, City Attorney; 955-6512, ekmcsberry@santafenm.gov)

14. **MATTERS FROM THE CITY CLERK**



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 7:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

- a. Veterans' Advisory Board (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)
 - Dorothy M. Seaton, MAJ – Appointment to Chair – Term Ending 05/2022

- b. Arts Commission (Pauline Kakako Kamiyama, Arts and Culture Department Director, pkkamiyama@santafenm.gov, 955-6653)
 - Raashan Ahmad – Appointment – Term Ending 10/2022
 - Paul Hultin – Appointment – Term Ending 10/2022
 - Anne Wrinkle – Appointment – Term Ending 10/2022
 - Marcia Mikulak – Appointment – Term Ending 10/2023
 - Jennifer Villela – Appointment – Term Ending 10/2023
 - Tamara Bates – Reappointment – Term Ending 10/2022
 - Jorge Luis Bernal – Reappointment – Term Ending 10/2023
 - Alma Castro – Reappointment – Term Ending 10/2023

19. **PUBLIC HEARINGS**

- a. CONSIDERATION OF BILL NO. 2021-16. (Councilor Romero-Wirth and Councilor Garcia)
An Ordinance Relating to the Campaign Code; Amending Section 9-2.3 SFCC 1987 to Amend the Definition of a "Political Committee" to Include a Threshold Amount for Reporting Contributions; Amending Section 9-2.6 to Increase the Aggregate Expenditure Amount Requiring Reporting to Five Hundred Dollars and to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements; Amending Section 9-2.7 to Make Necessary Changes Regarding References to a "Political Committee"; and Amending Section 9-2.11 to Exempt Aggregate Contribution Amounts of Less



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 25, 2021
5:00 PM
ATTEND VIRTUALLY

Than Twenty-Five Dollars From Separate Reporting Requirements. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Introduced: 06/30/21

Governing Body (Request to Publish): 07/28/21

Finance Committee: 08/02/21

Quality of Life Committee: 08/4/21

Governing Body (Public Hearing): 08/25/21

20. **ADJOURN**

21. **UPCOMING PUBLIC HEARINGS**

- a. Public Hearing to be held on September 8, 2021 to solicit public comments on the 2020-21 Consolidated Activity Performance Evaluation Report (CAPER) which reports to the Department of HUD the accomplishments of CDBG – funded activities. (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868).

Closed captions are provided for this meeting. Persons with disabilities in need fo additional accommodations, contact the City Clerk’s office at 505-955-6521, five (5) working days prior to meeting date.



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 02, 2021
7:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State’s declaration of a Public Health Emergency, the Mayor’s Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the 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.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at <https://www.santafenm.gov>.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Discussion Agenda* 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/93695537786?pwd=MTFUTHp3WEduaEI0WldjOUhBa3lvZz09> **Passcode: 196679**

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: 936 9553 7786 – Passcode: 196679**



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 02, 2021
7:00 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.

RECONVENING OF JULY 28, 2021 MEETING - 7 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **CONSENT CALENDAR**

- k. Request for Approval of Service Agreement in the Total Amount of \$1,444,526.87 to Replace Ft. Marcy Roof and Skylights; First Mesa Construction, Inc. (Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:

Public Works and Utilities Committee: 07/12/21

Finance Committee: 07/19/21

Governing Body: 07/28/21

4. **DISCUSSION/ACTION ITEMS**

- b. Request for Approval of Amendment No. 2 to On-Call Service Contract with Davenport Construction Management, Increasing Compensation in the Amount of \$1,000,000 to a New Total of \$1,250,000 Plus NMGRT that will Expire on June 30, 2023 for General Contracting Services throughout City Facilities, Davenport Construction Management, Inc. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 955-5933)

Committee Review:

Public Works and Utilities Committee: 07/26/21

Governing Body: 07/28/21

Governing Body: 08/02/2021

- d. Request for Approval of Liquor Hearing Officer’s Recommendation to Approve the Request from Food Art, LLC, 2279 Calle Cacique, Santa Fe for a Transfer of Location Only of Inter-local Dispenser Liquor License No. 2593 with On-Premise Consumption Only and Patio Service from 540 Montezuma Ave., to Pranzo Italian Grill, 321 Johnson Street, Santa Fe. (Geraldyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6521)



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 02, 2021
7:00 PM
ATTEND VIRTUALLY

Committee Review:

Liquor Hearing: 07/12/21

Governing Body: 07/28/21

- e. Decision to Accept or Reject the City Attorney Office's Recommendation Concerning Case Number #2021-3812; Concurring with the Land Use Director's Determination that an Appeal Filed by Julia Hosford Barnes of a Short-Term Rental Permit Denial for 322 Otero Street Does Not Conform with the Requirements of the Santa Fe City Code and Should be Denied Without a Board of Adjustment Hearing. (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554)

Committee Review:

Governing Body: 07/28/21

- f. Request for Approval of Contract Amendment to the Housing Trust Mortgage Reduction Assistance Contract (19/24/P) to Extend the Term of Performance Through June 30, 2022 and Increase the Amount of Compensation by \$200,000 for a Total Contract Amount of \$357,500. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).

Committee Review:

Governing Body: 07/28/21

- g. Request for Approval of Contract Amendment to the Homewise Homeownership Services Contract (RFP 18/54/P) to Extend the Term of Performance through June 30, 2022 and Increase the Amount of Compensation by \$190,000 for a Total Contract Amount of \$380,000. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).

Committee Review:

Governing Body: 07/28/2021

- h. Request for Approval of Contract Amendment to the Housing Trust Homeownership Services Contract (RFP 18/54/P) to Extend the Term of Performance through June 30, 2022 and Increase the Amount of Compensation by \$110,000 for a Total Contract Amount of



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 02, 2021
7:00 PM
ATTEND VIRTUALLY

\$220,000. (Alexandra Ladd, Director of Office of Affordable Housing;
agladd@santafenm.gov, 505-303-9868)

Committee Review:

Governing Body: 07/28/2021

5. **MATTERS FROM THE CITY MANAGER**

6. **MATTERS FROM THE CITY ATTORNEY**

7. **EXECUTIVE SESSION ACTION ITEMS**

- a. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

Governing Body: 07/28/2021

8. **MATTERS FROM THE CITY CLERK**

9. **COMMUNICATIONS FROM THE GOVERNING BODY**

- a. Introduction of Legislation – July 28, 2021

EVENING SESSION - 7:00 P.M.

10. **ROLL CALL**

11. **PETITIONS FROM THE FLOOR**

- a. Petitions From the Floor Regarding Reasonable Limitations on the Operations of Cannabis Establishments, such as Density and Operating Hours; the Permitting of Recreational Cannabis Consumption Areas; the Use of Cannabis Tax Revenues; and Any other Matters Relevant to the City's Ability to Regulate or Benefit from Recreational Cannabis.



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 02, 2021
7:00 PM
ATTEND VIRTUALLY

- b. All Other Petitions from the Floor.

12. APPOINTMENTS

- a. City Historian (Pauline Kamiyama, Arts Commission Division Director, pkkamiyama@santafenm.gov, 955-6653)
- Valerie Rangel – Appointment – Term Ending 6/2022
- b. City's Poet Laureate (Pauline Kamiyama, Arts Commission Division Director, pkkamiyama@santafenm.gov, 955-6653)
- Daryl Wellington – Appointment – Term Ending 6/2022
- c. Airport Advisory Board (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
- Kevin Egan – Reappointment – Term Ending 02/2024
 - Randal Limbacher – Appointment – Term Ending 02/2024

13. PUBLIC HEARINGS

- a. CONSIDERATION OF BILL NO. 2021-14. (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: jbg Guillen@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



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 02, 2021
7:00 PM
ATTEND VIRTUALLY

14. **ADJOURN**

15. **UPCOMING PUBLIC HEARINGS**

a. **CONSIDERATION OF BILL NO 2021-15. (Mayor Webber)**

An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 in an Aggregate Principal Amount not to Exceed \$14,745,000 for the Purpose of (1) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B and Maturing On and After June 1, 2022; (2) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A and Maturing On and After June 1, 2022; and (3) Paying Costs of Issuance of the Series 2021 Bonds; Calling for the Redemption of the Outstanding Series 2010B Bonds and Series 2012A Bonds; Providing that the Bonds Will be Payable and Collectible from Certain Gross Receipts Tax Revenues Distributed to the City; Approving the Selection of an Underwriter and Forms of a Preliminary Official Statement and a Paying Agent Registrar and Depositary Agent Agreement; Delegating Authority to the Mayor or, in the Mayor's Absence, the City Manager or Finance Director, to Approve the Final Principal Amount, Interest Rates and Other Details of the Bonds Within the Parameters Set Forth in this Authorizing Ordinance, and to Execute and Deliver a Bond Purchase Agreement for the Sale of the Bonds to the Underwriter; Proving for the Collection of Certain Gross Receipts Tax Revenues; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing all Ordinances in Conflict Herewith; and Related Matters. (Mayor Webber) (Brad Fluetsch, Planning and Investment Officer: bjfluetsch@santafenm.gov, 955-6885)

Committee Review:

Introduced: 06/30/21

Governing Body (request to publish): 07/14/21

Finance Committee: 07/19/21

Public Works and Utilities Committee: 07/26/21

Governing Body (public hearing): 08/11/21

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

NOTE: New Mexico law requires the following administrative procedures be followed when conducting "quasi-judicial" hearings. In a "quasi-judicial" hearing all witnesses must be sworn in, under oath, prior



AGENDA

**REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 02, 2021
7:00 PM
ATTEND VIRTUALLY**

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.

**Governing Body
SUMMARY INDEX
August 2, 2021**

Page Numbers in Italics are from July 28 Meeting

ITEM	ACTION	PAGE
1. Call to Order	Convened at 7:00 p.m.	1
5. Roll Call	Quorum Present	1
6. Approval of Agenda	Approved as amended	2-4
7. <i>Approved on July 28</i>		
8. <i>Approved on July 28</i>		
9. <i>Presented on July 28</i>		
10. Consent Calendar	<i>Approved as amended</i>	4
k) Ft. Marcy Roof Replacement	<i>Postponed to Evening Session</i>	
11. Discussion/Action Items		
a) <i>Approved on July 28</i>		
b) <i>Approved on July 28</i>		
c) <i>Approved on July 28</i>		
d) Dalkia Lighting Amendment	Approved as amended	5-16
e) STR Permit Revocation	Approved	19-23
f) Housing Trust Mortgage Assistance	Approved	23-24
g) Homewise Service Contract	Approved	24-25
h) Homeownership Services Contract	Approved	25-26
i) <i>Notice to publish</i>	<i>Approved on July 28</i>	
j) <i>Notice to publish</i>	<i>Approved on July 28</i>	
5. Matters from the City Manager	Reported	26
6. Matters from the City Attorney	None	26
7. Executive Session Action Items		
a) San Juan Chama Partnership	Not Considered	26
8. Matters from the City Clerk		27
9. Communications from Governing Body	Reported	
a) Introduction of Legislation	Communicated	27-31
Evening Session	11:13 p.m.	31
10. Roll Call	Quorum Present	31-32
11. Petitions from the Floor	Petitions Made	17-19
10 k. Fort Marcy Roof Replacement	Approved	32
12. Appointments	All approved	32-34
13. Public Hearings	Postponed to August 11	34-38
14. Adjournment	Adjourned at 12:07 a. m.	38-39

**Minutes of the
Special Meeting of the Governing Body
Wednesday, July 28, 2021, as Reconvened on August 2, 2021
Virtual Meeting**

1. CALL TO ORDER

The reconvened meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Monday, August 2, 2021, at approximately 7:04 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

- 2. *Pledge of Allegiance*
- 3. *Salute to the State Flag*
- 4. *Invocation*

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

Members Excused

Other Participants Attending Remotely

Jarel LaPan Hill, City Manager
Marcos Martinez, Senior Assistant City Attorney
Kristine Bustos-Mihelcic, City Clerk
Geraldyn Cardenas, Assistant City Clerk
Regina Wheeler, Public Works Department Director
Sam Burnett, Facilities Division Director
Jesse Guillen, Legislative Liaison
Alexandra Ladd, Affordable Housing Department Director
Rich Brown, Economic Development Director
Michael Prinz, Assistant City Attorney
Randy Randall, Tourism Santa Fe Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Councilor Villarreal asked for clarification on the problems with the published agenda.

Mr. Martinez explained that the Open Meetings Act has a provision for reconvening a meeting. So for today's meeting, nothing new was added. But the Dalkia item was inadvertently not shown on the agenda for today. The Governing Body can choose to amend the agenda by correcting the left off item and possibly answer Councilor Villarreal's question.

Mayor Webber suggested the Governing Body could simply return to the agenda from Wednesday's meeting and it would take a motion to return to it.

Mr. Martinez agreed.

Councilor Vigil Coppler pointed out that last Wednesday, she had made a motion to approve, and it was seconded. So the Governing Body was right in the middle of that. So she asked if we could return to that discussion after amending the agenda.

Mr. Martinez explained that motion failed for lack of action by the Governing Body. The Governing Body could resume the matter or pick up the new one for the Agenda.

Mayor Webber thought that could be resolved by returning to the prior agenda.

Councilor Vigil Coppler did not agree that the item died. But we should pick up where we left off.

Mayor Webber agreed.

Councilor Romero-Wirth also didn't think that it failed. Now we are coming back into session and pick up where we left off.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to return to the July 28 agenda starting with the Dalkia matter.

Discussion on the Motion:

Councilor Villarreal was confused with that. Last Wednesday's item did not include her and Councilor Garcia's amendments. It is a waste of time to send it by email as it relates to the community assessments.

Mayor Webber asked if the amendment was not in the packet last Wednesday.

Councilor Villarreal said that was correct.

Mayor Webber concluded it was never loaded into PrimeGov.

Councilor Garcia opined that amendment should have been amendment #1 when it was brought to Ms. McSherry's attention. But nothing happened with it. It absolutely relates to the title and there was never any conversation why the direction to the Public Works Director was never attended to. That should be answered tonight. It was left out at the direction of Staff, and he rushed to get it back in and the Governing Body still doesn't have it.

Councilor Cassutt understood we can't add anything to the agenda that was not there on Wednesday, but it would be part of the discussion of this item.

Mr. Martinez agreed. The meeting tonight is a continuation after a long recess. That is the purpose for this meeting. So the agenda simply carries over and no additions are permitted. So we are not able to correct that

Councilor Cassutt noted that doesn't mean we cannot talk about the amendment. The packet materials need to be the same packet as reviewed tonight. It doesn't sound like that can be part of the materials for this item.

Councilor Garcia appreciated Mr. Martinez' comments. We don't have to include an amendment that was not in the packet. It was not provided to the Governing Body and public in time. But nothing prohibits hearing the amendment tonight. He asked if that was correct.

Mr. Martinez agreed with him.

Councilor Romero-Wirth, to clarify, said we need to make a distinction here. What Mr. Martinez said is true for legislation. The reason this contract is before us again is that last May, Staff needed to talk with Dalkia to make sure they agreed. So we are in a different field with this contract. We gave direction for what was supposed to be in the contract amendment, and we can argue if the language accurately reflects what that understanding was.

Mayor Webber asked to hold off on discussion of that item until we choose our agenda.

Question Called

Councilor Vigil Coppler called for the question. Councilor Cassutt seconded.

The Question was ended by unanimous roll call vote with Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, Councilor Villarreal, and Mayor Webber voting in favor and none voting against.

Further Discussion after the Question was called:

Ms. Bustos-Mihelcic said the Governing Body needs to act on the Executive Session Action item.

Councilor Rivera thought the Governing Body decided not to consider that action. He did not see a need for an executive session.

Mayor Webber agreed it seemed unnecessary.

Mr. Martinez affirmed that anything addressed last Wednesday does not need to be reconsidered tonight.

Councilor Rivera added that the Governing Body also had action from Director Ladd.

Ms. Bustos-Mihelcic reminded the Governing Body that approval of the service agreement for the roof repair at Fort Marcy was postponed to the evening session for the warranty to be extended. That was from the previous agenda.

Councilor Rivera thought the request to publish notice regarding the Annual Action Plan was considered because she said it had to be done before this to meet the required notice time frame.

Ms. Bustos-Mihelcic pointed out the Governing Body did vote on two notices for public hearing. Any items we acted on would not be reconsidered now. We acted on both of those notices - Items 11(i) and (j).

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

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

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Approved as amended with four items pulled for discussion consideration.

8. APPROVAL OF MINUTES

9. PRESENTATIONS

10. CONSENT CALENDAR

All but 10(k) were approved.

- k. Request for Approval of Service Agreement in the Total Amount of \$1,444,526.87 to Replace Ft. Marcy Roof and Skylights; First Mesa Construction, Inc. (Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:

Public Works and Utilities Committee: 07/12/21

Finance Committee: 07/19/21

Governing Body: 07/28/21

Postponed to the Evening Session.

11. DISCUSSION/ACTION ITEMS

- a. *Approved on July 28*
- b. *Approved on July 28*
- c. *Approved on July 28*
- d. Request for Approval of Amendment No. 1 to the Global Management Performance Contract (Munis Contract No. 3202498) with Dalkia Energy Solutions LLC, for the City of Santa Fe Streetlight Conversion and Maintenance to Incorporate the Specifications of the Community Guided Lighting Design. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)
Committee Review:
Public Works & Utility Committee: 07/26/21
Governing Body: 07/28/21

Director Wheeler started over to present this item and shared her screen.

Background: Steps and Governing Body Oversight.

- 1 – Decision- build, Maintain, Project Development
- 2 – Engage the Community – with Community guided Design
- 3 – contract Amendment with updated design with feedback given
- 4 – Project Implementation – contract.

Councilor Villarreal asked the City to do design validation and provide check-ins along the way.

Director Wheeler agreed to provide feedback from weekly team meetings. Dalkia would distribute door hangers to all who live in a recently converted area in English and Spanish and have it on the website. They would include a dedicated phone number to call as well as information on dimming strategies. They would report to the Public Works Committee every time they meet. She described the website content and the feedback collection process.

She described the four segments in the schedule: 1 – South/Southeast in September and October 2 – Downtown in October; 3 – East in November, and 4 – South/Southwest in December.

Mayor Webber asked if the Governing Body has a motion on the floor that was made last Wednesday.

Mr. Martinez agreed.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the amendment to the Dalkia Contract with the amendment #1.

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

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

Against: None.

Discussion on the Motion:

Councilor Villarreal thanked Staff for incorporating things we talked about. The sticking point was at the last meeting, when she talked about each segment, and the requirement to pause for the assessment and review from the data received and community feedback. She wanted to hear how that would be incorporated. There were explanations by Staff in the May 26 meeting. But she asked how we take the time needed to make sure we are doing it right. We had said a pause of two weeks minimum was needed for that pause, but no language has addressed that. So we need to add that. They would not want to go to the next segment without learning from the previous segment.

Director Wheeler pointed out that, as with any construction project, rented trucks and equipment are expensive to cover delays. So the project was designed with the opportunity to step back to evaluate progress. Each

segment takes about a month to complete, and the feedback begins immediately and still gives two weeks to process it.

They will have all the equipment in the warehouse. We have done photometric analysis per community feedback. And any more feedback is actionable. Such as back shielding but changing the design is not something they can do.

Councilor Villarreal reasoned that the only thing that would change is shielding and dimming.

Director Wheeler agreed. And if the workers are not acting safely or making too much noise, it would be addressed. And they would be gathering data on it.

Councilor Villarreal agreed that would be helpful. She did not want it to just be an exercise to check off, but to get a report to the Governing Body after each segment and not just Public Works, because not all Councilors are on the Public Works Committee. And the drone footage was very helpful as an example.

It would be important for the Governing Body to see how things are going in the review. So she felt the language was not there yet and needed a review section added. She agreed that a pause did not mean shutting down the facilities and nothing happening until the next but the Governing Body and the public needs to know what is happening.

Councilor Romero-Wirth said the pause scared her because of what it would cost to get the project finished. She felt improvements could be made on the ground while going through it. Dimming and shielding is needed as constituents make complaints on it. She felt there doesn't need to be a pause in the work.

Councilor Garcia echoed Councilor Villarreal sentiments. Reports should be given to the Governing Body and not PWC to allow all Commissioners to hear them and the broader public can participate in the meetings. That language in the contract needs to be changed from PWC to Governing Body.

Mayor Webber asked Director Wheeler if that language is in the contract.

Director Wheeler said no, but that was what they were committed to do. Public Works has oversight, and they are completely committed to transparency and Public Works meets more often. We could share it on the project website for the Governing Body and the public. It was not in the contract but was in their work plan.

Mayor Webber did not believe it was in the contract.

Councilor Garcia explained that was what he and Councilor Villarreal had for the amendment. It should be in the contract and nothing wrong to include it in the agreement to provide updates to the Governing Body. It brings up a bigger issue talked about in PWUC meeting that when Governing Body gives directive to Staff, we should work together. Staff did not work with us to include the language requested at the May 26 meeting.

He noted that Councilor Villarreal's language was not considered from that meeting. It was requested as an amendment at that meeting. We are doing the duty we are tasked with as elected officials to create public policy. To not follow the directive is concerning.

There have been other instances where Staff did not want to take the directive from the Governing Body. The most recent was where we had to develop a Resolution to get COVID updates. We should not have to pass a resolution to work together. To have the interpretation of the City Attorney say the Staff are not bound to follow resolutions defeats the purpose of the resolution. What is the authority of the Governing Body if Staff can turn it down?

Councilor Garcia asked Mayor Webber to help him understand why Staff would not follow the direction of the Governing Body.

Mayor Webber didn't agree with his premise or assessment of the COVID updates either. He said Councilor Garcia mis-portrayed that. Here, we had the sense of the Governing Body on how to get community engagement and feedback. What we heard from Director Wheeler and echoed by Councilor Romero-Wirth was a practical application of that desire and a concern that if the literal word, "pause" were to be implemented, we would be micromanaging in a nonproductive way.

Director Wheeler shared a sensible model for improving implementation of the project. He saw in that slide, the direct quotes from the meeting. She said they watched the video to manage the project in a way that would meet with the Governing Body directive. He guessed we have a difference of opinion on the premise.

Councilor Garcia thanked him for the feedback. It is good to reference back to what happened at the May 26 meeting. He went back to review it and wrote out the dialogue from the video on that item and quoted from it to the Governing Body. Then he said, "How are we supposed to work

together when we, as a Governing Body, put forth our requests and then those requests are not honored?

Tonight is a clear example of this. We have even sent in our amendments to the amendments last week. And it still wasn't acted upon. And we even have the extension of the meeting... We are really putting into question the authority of the City Council. It is obvious the executive is stepping in to protect that duty the City Council has."

Councilor Villarreal said Councilor Garcia quoted the exact statements from the video of that meeting.

Councilor Garcia asked Director Wheeler if shielding is still the responsibility of Dalkia at no additional cost to the citizens of Santa Fe.

Director Wheeler agreed.

Councilor Garcia asked if providing dimming is also at no additional cost.

Director Wheeler said that is correct on the City-owned lights being converted by Dalkia.

Councilor Garcia referred to page 8, paragraph 1 that talks about DOT roadways, and asked if we are not installing any 4000 Kelvin lighting on any NMDOT roadways.

Director Wheeler said that was correct.

Councilor Cassutt said regarding Councilor Garcia's earlier point on requests not being honored, that she has not had that experience. She didn't think the way Councilor Garcia was addressing Staff behavior was accurate. It was frustrating to her to see how hard Staff is working and felt we should honor that. They are doing the best they can.

What Director Wheeler was communicating there was the overall evaluation of the project and taking them on as efficiently as possible. She agreed pauses would reasonably make the project more expensive. She appreciates when Staff bring their expertise to the project. That collaboration is very important.

She preferred the reports go to Public Works since the Governing Body has incredible access on our own. We can attend the meeting or review the Youtube later. It is more appropriate to route to PWC. Otherwise, what is the point of having Committees? The PWUC is the appropriate place for the reports.

She asked if this is something Director Wheeler is promising to do or if Dalkia would be showing up at PWUC to make the report.

Director Wheeler replied that it would be her undertaking in overseeing the contractor and that is included in the contract.

Councilor Cassutt understood. This is not a contract between Director Wheeler and the Governing Body. If someone wants to bring a Resolution, she had faith they will provide the analysis and data gathering.

Councilor Vigil Coppler commented that with a multi-million contract, no scrutiny is out of line. She thought the requests made by Councilors were not out of line. "None of us are writing this check from our own money. We have a responsibility to perform to the best of our ability. She knew Staff do work hard. We have the power to carry out our work diligently. We work hard and Staff works hard. But we have a right to ask questions on things that affect our constituents.

"We have to do our job and sometimes that means going into the wee hours. In listening to the transcription of that meeting, Staff can say they did not have the power to do that, but it was not said in that meeting. I have seen Staff do some turnabouts but those are in the past. The buck stops with Governing Body and if anyone questions that, they should go back and read ordinances and the Charter. We sent a whole half page on these things a month ago.

"I am so disheartened that we must have these conversations like this. I can't blame a Councilor for being disillusioned when commitments are made by Staff and then not done. We can soften our tone, but it doesn't change the fact. I hope that anyone on this Zoom will realize that if the Governing Body or a Councilor says something wasn't done, that they do it or explain why it can't be done. But at this level of contractual dollars and have this conversation now, is not appropriate but we have to do it. A contract should always be able to be changed. There is so much public scrutiny. We might as well put everything in a resolution if commitments are not honored. People should honor their agreements."

Director Wheeler said, "I'm sorry if Councilors feel I did not follow direction. I am committed to taking the guidance of the Governing Body on adopted plans. I work hard to follow your guidance. We did meet with Councilor Villarreal and got her feedback, and we made the changes she proposed. There are three new pages for that and Dalkia has not charged us more for that. We have a great contractor who will deliver what we asked. We are not going to convert NMDOT lights."

Councilor Garcia said, "I take this role seriously and a guiding principle is accountability. It is my self-guiding to hold our government accountable. I promised my constituents to do that. Please hold me accountable. But I am discouraged that it is looked down on by my colleagues. The feedback I got was that it wasn't done because it was not in the motion."

Councilor Abeyta commented on that meeting when Director Wheeler said she had met with Councilor Villarreal on this and maybe we should hear from her about the meeting with Director Wheeler. That was the impression he got from the PWUC meeting.

Councilor Villarreal acknowledged the meetings she and Director Wheeler had after May 26 were helpful. It was a good opportunity for feedback, but it should not go into a black hole. There is a need to explain to the Governing Body on how these phases are working out. She thought the contractor would make the reports, but it is okay for Staff to report. She understood she might have to attend other committee meetings, but she has a job to do.

She felt the contract still needed to have a way to add this phasing language but was concerned the maybe Dalkia doesn't want to do that.

Councilor Rivera asked how much it would cost for that pause of two weeks.

Director Wheeler explained the project is about 16 months long and extra staff will be hired, and warehouse storage and it would mean a 30% increase in duration.

Mr. Florenson agreed. In response to Councilor Villarreal, he said Dalkia is willing to include a six-week delay which would cost \$242,000.

Director Wheeler said she asked PNM what it would cost them, and they indicated the cost would be similar.

Councilor Rivera asked, if Dalkia moves on to phase 2 while gathering the feedback, if that would cause any delays.

Director Wheeler said it would not and was exactly what she was proposing for the project.

Councilor Rivera asked what the purpose of the data collection was.

Director Wheeler said the project team would respond weekly on the feedback received and for validation of the project.

Councilor Rivera asked what would happen if some neighbors said these lights are entirely too bright.

Director Wheeler said they would make sure the correct lights were installed and consider backlighting or dimming.

Councilor Rivera reasoned that after dimming, and everything adjusted, the residents would be stuck with it.

Director Wheeler pointed out that the design has been approved and if it is shielded as much as possible, it is the design. She noted that PNM will not install anything below the national standards, and we don't have a plan for any other lights. The City has already approved the design.

Councilor Rivera didn't think Councilor Villarreal's proposal was out of line and it was discussed it at the May meeting. This is a big project and will affect lots of people.

Councilor Romero-Wirth referred to page 9, amendment #1, attachment A that had the revised implementation plan with continuous community engagement that identified a website. She asked who was responsible for that. She saw in the document that it was the Contractor's responsibility. This continuous community engagement is exactly what we asked for and what is in the contract. It says feedback per phase. So she was not sure what we are arguing about here. We are getting exactly what we asked for. The word "pause" was not mentioned in that May meeting. We committed to the lighting, the design, the equipment, and the lumens. There is no changing of that, although maybe a particular light can be shielded or dimmed. She didn't support a pause because it will cost us too much money. We are getting what we requested. We know what can be done.

She worried whenever the Governing Body starts micro-managing. "We must recognize what we committed to do." Pauses would need \$250,000 more because it will delay this contract. We could end up with a contractor who decides to walk away.

Councilor Villarreal wanted the Governing Body to get rid of the word "pause." But the amendment should include how that information will be used. She would like the contract to state we would consider the feedback with back shielding or dimming to make sure the Contractor addresses those. And the data should not go into a black hole. It just needs to state that somewhere. It must ensure that we actually use that data in the other phases.

Director Wheeler noted the contract is very explicit about responding to constituent requests. It has minimum time frames. She spends all day responding to those requests, many times on the same day. We are committed to that and Dalkia is also committed and there are penalties for not responding to them. She reports them to PWUC at every meeting. Dalkia is charged to ensure the design installed matches the design that we approved.

Councilor Villarreal asked where it says Dalkia is held accountable.

Councilor Romero-Wirth said that is on page 12 on the contract and page 18 of the 208 pages in packet. It is part of the implementation plan. It is #9 on pages 12 and 13 of the contract. She read the specific reviews from it and read the generation of an action plan to be developed from feedback.

Councilor Villarreal thanked her for finding that wording. She asked if there is also one about constituent responsibility.

Councilor Romero-Wirth read that section for her too.

Councilor Villarreal asked Director Wheeler if the updates can be provided to the Governing Body, even if it had already been presented at PWUC. It is important that the Governing Body and the public can actually hear it.

Director Wheeler agreed to provide a monthly presentation.

Councilor Vigil Coppler noted the chart on page 8 and asked Director Wheeler, if it matched the other chart shown in her screen share

Director Wheeler was certain they match because she created that slide form the chart.

Councilor Vigil Coppler thought there were calendar months on it.

Director Wheeler asked Ms. Cheyenne Ernst to clarify that.

Ms. Ernst agreed the table was from page 8. It starts at February 24, the start of the contract and this is the month and sequence.

Councilor Vigil Coppler said “month ten” to her means October, not December.

Director Wheeler clarified that the whole contract structure is based on that start date in February and it is specific in the contract.

Councilor Vigil Coppler asked where she could find the chart that was just shared.

Ms. Ernst said the chart is on page 41 of the packet and pages 40-43 is the whole presentation. Month 10 is the tenth month after February 24.

Councilor Vigil Coppler thought it was a whole different schedule and hard to follow. She asked if it was out of date. She pointed out that February 24 is already past and asked if the work is going on now.

Director Wheeler agreed. They are working hard on it.

Councilor Vigil Coppler asked what the penalty is for not being on schedule.

Director Wheeler said there is not a penalty for delays in the contract She added that everything has been done with no delay at all so far. The contractor is totally committed to it.

Councilor Vigil Coppler saw a need for the City be protected if they lag behind.

Director Wheeler explained that she didn't say there were no protections The City Attorney reviewed the contract, and she would follow up with Councilor Vigil Coppler later.

Councilor Vigil Coppler asked if the completion was February 2022 or February 2023.

Director Wheeler said the completion date is December 31, 2021.

Ms. Ernst clarified the conversion is scheduled to be finished in December, but the Commissioning process is validated by the City and PNM and then switches over to the new PNM LED (cheaper) rate and then the City signs off as satisfied and month 12 is beyond the conversion date in February 2022. At that time, the contract becomes maintenance.

Councilor Vigil Coppler moved to amend her motion to add monthly updates to the Governing Body.

Mayor Webber asked if there was a second.

Councilor Garcia seconded the amendment addendum.

Councilor Romero-Wirth raised a point of order that it must be the same seconder as on the original amendment.

Councilor Lindell did she would not second this amendment.

Councilor Romero-Wirth said since the seconder did not agree, the “old” amendment was still on the floor.

Councilor Vigil Coppler withdrew her motion.

Councilor Romero-Wirth raised a point of order that to withdraw a motion, the seconder would have to agree.

Councilor Lindell said she was not going to withdraw her second.

Mayor Webber asked to understand this.

Councilor Vigil Coppler asked if the Governing Body is against having monthly presentations on progress reports to provide the transparency to the public.

Councilor Lindell said she heard Director Wheeler say they would bring reports to PWUC and then was requested to bring the report to the Governing Body, and she said she would. She does respond to the requests of the Governing Body every day. “I know that to be true. I am going back to what Councilor Romero-Wirth said – I don’t know what we are disagreeing about here. It has taken since February to work on this It is complicated, and numerous sizable different entities involved. I appreciate the mammoth amount of work that has gone into it. I have talked about this project since 2014 and I appreciate that we have the resources and Staff to bring it to fruition. It has taken a long time. I am very grateful about it. I call for the question and don’t see what are disagreeing about.”

Question Called

Councilor Lindell called the Question. Councilor Romero-Wirth seconded.

The Question (Discussion) was ended by unanimous roll call vote with Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, Councilor Villarreal, and Mayor Webber voting in favor and none voting against.

VOTE: The motion was approved on the following 6-3 Roll Call vote:

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

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

Councilor Cassutt, Councilor Garcia, and Mayor Webber had asked to explain their votes.

Councilor Cassutt said she voted yes with the expectation that presentations would be made. It is not the contractor's duty but Director Wheeler's duty. And it is important for that to be available to the public.

Mayor Webber said we covered important ground here on what is in the contract, and it speaks to the ongoing process and volumes of our Public Works Director's commitment and how seriously we take this project. As Councilor Lindell said, it has been a long time coming. In the evaluation of the work, we should see a significant decrease in CO₂ and take cars off the road and reduce costs. The process laid out in the contract gave him a great deal of confidence that it will be done with the public interests at heart. The "pause" issue was resolved for a successful project with a sound and sensitive approach while protecting the dark skies we value so much. "I can support the process, knowing our team will do an outstanding job, taking the public concerns into account."

Councilor Garcia was just disappointed there was so much push back. He was frustrated with the process and just speechless in the manner it went. "It leaves me disappointed. I wish we didn't have to have two and a half hours of discussions to include the public."

AMENDMENT OF THE AGENDA

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to amend the agenda by suspending the remainder of the Afternoon Session and consider Petitions from the Floor immediately, and then return and continue the Afternoon Session agenda where the Governing Body left off.

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

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

Against: None.

At 9:30 p.m., the Governing Body went to Petitions from the Floor.

19. **PETITIONS FROM THE FLOOR**

- a. Petitions From the Floor Regarding Reasonable Limitations on the Operations of Cannabis Establishments, such as Density and Operating Hours; the Permitting of Recreational Cannabis Consumption Areas; the Use of Cannabis Tax Revenues; and Any other Matters Relevant to the City's Ability to Regulate or Benefit from Recreational Cannabis. Each was given 3 minutes to speak.

Stefanie Beninato had trouble getting into Zoom, so she got in by telephone. She said she submitted written comments that should be in the public record. She said the City is reevaluating the policies to not use cannabis for three years. People may use cannabis when not on duty such as paramedics and heavy equipment operators. Why treat it any differently than alcohol. Alcohol problems have taken up a lot of time at Governing Body and she expected that for cannabis too. There should not be regulations on distances. Look at all the breweries and other alcohol establishments downtown. Her biggest concern is the amount of water for cannabis growers. She asked how the Governing Body will address this whole concern about how much water the growers would use. A large greenhouse or processing plant would possibility have a fire. The City perhaps will need to have zoning rather than have them just anywhere. With recreational cannabis, people will be obliged to come.

Miguel Gabaldon had a concern from a public safety standpoint, particularly in enforcement whether public employees or private sector, who are under the influence during work in enforcement of ambulance, etc. Coming up with some way to work with the State on rules for using vehicles. Alcohol is a big problem. Maybe something like bat-mobiles for enforcement could be used. We had a driver run into a semitruck and it could have been a driver with a family and children. He hoped enforcement and public safety can come together on how to deal with it. People using marijuana used to stay home to eat and sleep on the couch. This will be a challenge and he hoped the Governing Body can address it.

There were no others speaking about cannabis.

- b. All Other Petitions from the Floor.

Amber Espinoza Trujillo was appalled that City employees are still unpaid for the money owed to them from illegal furloughs. She pointed out that

90% of them are Hispanics who are owed up to \$1,700 each. This is blatant discrimination. "You, Mayor, should be ashamed of yourself in your continued discriminatory behavior toward Hispanics. Whether it is destroying our traditions, the Fiestas, destroying the Soldiers' Monument, taking our DeVargas statue, or just the way you talk about and ignore Staff and their needs. You show disrespect to most of them. The County Clerk's Office has stated that the errors of poll workers in the last election forced voters to rank all candidates in error and against the Municipal Charter for rank-choice voting. We wouldn't even be having this conversation of you because you would not have received the forced votes of people who didn't want you. We are working hard to educate voters this election – that they are not required to write in all candidates. Please, only the ones they prefer. It is their choice. In this way, we hope to rid our City of your racist divisive nature. Pay the employees back with interest. Do one thing right during your inept administration. And, by the way, Mayor, there is Roberts' Rules of Order available at almost any bookstore. You might want to read it. Because it is sad that three and a half years into your administration, you still cannot run a meeting."

Stefanie Beninato talked about the City Recreation Department. She said Ms. Liz Roybal testified under oath that she found notes in her office from years ago and said they were stuck in there and had internal emails from Staff that the person being complained about doesn't even know it. There is a purpose in having them reviewed by the City Attorney. This is a violation of constitutional rights. In addition, she had asked to view those notebooks because she did ask for them as IPRA but was told there were none. But Liz Roybal testified under oath that there were other notebooks, not just Ms. Beninato's. She also asked for an investigation of Ms. Roybal by the Human Rights Commission. This is just outrageous that this type of thing is happening. There is an order the City entered into voluntarily in 2004 that her records were to be segregated and not be made public. "But there they were, sitting in a notebook." It took her six weeks to get an appointment. She finally got an appointment this afternoon to see the paper documents and was supposed to pay for it. That was three weeks after the permit was issued. "I thought we had immediate access to these permits."

Miguel Gabaldon said he attended Coffee with a Cop and got to have conversation with a Captain. He was pleased to see what he considered loitering or abandonment of shopping carts on public sidewalks on Richards Avenue across from Walgreens by Defined Fitness. After the conversation, the matter was removed for obstruction on a sidewalk. It is not a good thing to have such objects on a sidewalk and force people walking there to step off the curb into traffic and become a hazard to pedestrians. Thanks to the Police Department for taking care of it. In regard to the ordinance introduced by Councilor Vigil Coppler and Council

Cassutt, who are moving forward with an ordinance regarding loitering on public rights-of-way, whether with an ad for a business or leaving shopping carts on sidewalks. It is now a big issue for objects across a sidewalk. Mr. Gabaldon said his dad is in a wheelchair and there is no room when shopping carts left. It is an ADA issue. This is something to investigate further in terms of loitering. Thanks for your time.

There were no other Petitions from the Floor, and the public comment section was closed.

At 9:49 p.m., the Governing Body reverted to the afternoon agenda where they left off.

11. DISCUSSION/ACTION ITEMS

- e. Decision to Accept or Reject the City Attorney Office's Recommendation Concerning Case Number #2021-3812; Concurring with the Land Use Director's Determination that an Appeal Filed by Julia Hosford Barnes of a Short-Term Rental Permit Denial for 322 Otero Street Does Not Conform with the Requirements of the Santa Fe City Code and Should be Denied Without a Board of Adjustment Hearing. (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554)

Committee Review:

Governing Body: 07/28/21

Ms. Bustos-Mihelcic read the caption. Mr. Prinz was present.

Councilor Villarreal thought the next item was Consent Agenda, item k.

Ms. Bustos-Mihelcic reminded her that item k was moved to the evening agenda and where the Governing Body was on the original agenda was 11 e.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to accept the City Attorney Office's recommendation regarding the Short-Term Rental Permit Denial as presented.

Discussion on the Motion:

Mr. Prinz presented the matter coming by Statute 14-317 D 6 that requires the Land Use Director to review all appeals based on the requirements for Land Use appeals. This appeal was from a homeowner who applied in March. The application was denied because the neighboring property at 328 Otero Street, was within 50 feet of 322 Otero Street, and, under

the current Short-Term Rental Ordinance, the Land Use Director is not allowed to issue a permit when that condition exists. The appeal did not conform to one of the three requirements used as a basis for an appeal in Section 14.3-27 (a) (2). Ms. Barnes's appeal was to waive the 50-foot rule. Her permit had lapsed, and her application was requested to not be considered a new application because of COVID. So she did not present a legal reason. He recommended accepting the Land Use Director's determination of the denial.

Councilor Villarreal asked for clarification when a resident is notified, they have not renewed their permit, of what they receive.

Mr. Prinz said the Land Use Director sends letters: one when their permit needs to be renewed. Another letter is sent after a grace period saying the deadline is coming and it will lapse. The Land Use Director does not send another letter, but they can reapply.

Councilor Villarreal asked how a resident knows where to look for the three requirements.

Mr. Prinz said the City provides the form and directs them to the ordinance to inform them of the requirements. The City Attorney does not provide a legal counsel to them. They must submit the application within 15 days.

Councilor Villarreal pointed out that if the person didn't know where to look and the Land Use Director did not think the COVID reason was valid. She did not know how the appellant would know it did not qualify. She was unaware of the three reasons and was confused about that. We need to direct people better.

Mr. Prinz clarified that a lay person might not have the exact language to put in their appeal but as long as they provide a basis that speaks to one of the three grounds for appeal – As long as it is clear they have a legal basis for their appeal and not just "I think you should change your mind on this or "I think it is unfair." It needs a valid reason for the appeal. The first is to test noncompliance in Chapter 14; second is to contest the rule. And the third is lacking substantial language to support the appeal.

Councilor Villarreal understood in this case, they asked for a waiver from COVID.

Mr. Prinz agreed. Ms. Barnes said she had a permit in the past and did not renew it in time because of COVID. Or maybe she didn't need to because of COVID. She asked for forgiveness but did not specify a legal reason.

Councilor Villarreal thanked him for the explanation.

Councilor Garcia asked, when we notify their application is being rejected, if we give the information on how to appeal and provide that guidance.

Mr. Prinz was not sure. He would have to ask the Land Use Director. He thought they did send a letter that the appeal was denied but did not know if they informed the process to appeal.

Councilor Garcia said the City should do that. He asked if there were any waivers granted by the Land Use Director in the past for any type of permit.

Mr. Prinz was not aware of any waivers. Nothing in the Ordinance allows for a discretionary waiver. He would need to go back to Land Use Director and ask them.

Councilor Garcia asked how the property at 328 Otero was operating and if there was any time when both were operating at the same time (thus grandfathered in).

Mr. Prinz did not know the answer, but he could easily find out. He would do that.

Councilor Vigil Coppler asked that same question. It was important to know when 328 Otero got their permit. If they had it at the same time, she wondered why when Ms. Barnes applied on March 2, it took until June 3 to deny it.

Mr. Prinz did not know the answer why it took that long. He was unaware of the appeal and said he could find out.

Councilor Vigil Coppler asked when Ms. Barnes' STR permit expired and the grandfathering that was allowed when the new use became effective.

Mr. Prinz did not know the exact date but sometime early in 2020. He thought they started sending out letters and the first deadline was in March and the second was in April. That was the renewal period for all permits. It probably would have lapsed in March or April 2020.

Councilor Vigil Coppler asked if Noah Berke knew that.

Mr. Berke was not familiar with it. The Department does have a 30-day grace period and only two Staff to deal with all renewals. If they miss the deadline in April, no renewal could be issued. He explained the Staff do inform permittees of the process and the appeal period of 15 days from

Land Use Director's denial. If not done then, it cannot be considered. He knew of no waivers across the board. No waivers were built in.

Councilor Vigil Coppler said they had a case when no permit was issued.

She asked when the 328 Otero permit was approved and if it followed all the requirements. She wanted to make sure they did not violate the 50-foot rule then. We may have more talking to do.

Mr. Berke said he tried to look at the platform during the early discussion and could not find out.

Councilor Vigil Coppler was not prepared to vote tonight because there is not enough information.

Councilor Lindell wanted to clarify that we are being asked whether this complied with our requirements for appeal. That is the question asked. She would like Mr. Prinz to confirm that.

Mr. Prinz agreed. The question before you is: – do you agree with the determination by the Land Use Director that the appeal does not conform to the rules for an appeal.

Councilor Lindell felt these other questions were interesting but not what we are to do. She could ask other questions about the permit but that is not the question we are being asked to determine tonight.

Councilor Romero-Wirth agreed and pointed to page 2 in the packet on analysis. She read that part and concluded the reason we don't have a lot of information is that we are not being asked to consider the requirements of the appeal. This appeal does not cite any of the three reasons for an appeal. The reason for this denial is not from noncompliance; does not appeal the permit; but was aware of the 50-foot rule and did not know the permit had lapsed.

What we are being asked to accept is very narrow. We spent time in 2020 trying to get serious about STRs and enforcement with teeth. We have a serious problem with STRs in this community. So she echoed Councilor Lindell's comment on what we are asked to decide.

Councilor Vigil Coppler appreciated those steering remarks by Councilor Lindell and Councilor Romero-Wirth. But we do have a right to ask questions. She didn't view the question before us so narrowly. District Court would consider it de novo, so it behooves us to ask those questions. And if it does, there would be numerous questions. That's where we deliberate. If not, we are not exploring as much as we should. There is

also customer service to consider. She thanked both of them for the advice, but she thought it was important to consider all of it.

Councilor Garcia assumed this is about the technical rules. Why can't an appellant come plead their case with us?

Mr. Prinz said the Code doesn't not allow for input from the public or the appellant.

Councilor Garcia thought allowing a full hearing for the applicant is the proper process to follow. Give the circumstances that they didn't know their permit had lapsed, it should have a full hearing.

There was no further discussion.

Ms. Bustos-Mihelcic stated the motion was whether the Governing Body accepts the recommendation of the Land Use Director's decision.

VOTE: The motion was approved on the following 7-2 Roll Call vote:

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

Against: Councilor Garcia and Councilor Vigil Coppler.

- f. Request for Approval of Contract Amendment to the Housing Trust Mortgage Reduction Assistance Contract (19/24/P) to Extend the Term of Performance Through June 30, 2022 and Increase the Amount of Compensation by \$200,000 for a Total Contract Amount of \$357,500. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).

Committee Review:

Governing Body: 07/28/21

Ms. Bustos-Mihelcic read the caption for this item. Director Ladd was present.

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

Discussion on the Motion:

Director Ladd explained the amendment to the Housing Trust Mortgage Reduction Assistance Contract to the Governing Body. She explained it

is more a contract extension to allow for more of the mortgage reduction program. It allows the borrower to have a lower mortgage, thus reducing their housing costs. It is an important step for homebuyers. The increase is totally passed through to the homebuyers.

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

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

Against: None.

- g. Request for Approval of Contract Amendment to the Homewise Homeownership Services Contract (RFP 18/54/P) to Extend the Term of Performance through June 30, 2022 and Increase the Amount of Compensation by \$190,000 for a Total Contract Amount of \$380,000. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).

Committee Review:

Governing Body: 07/28/2021

Ms. Bustos-Mihelcic read the caption for this matter which Director Ladd had already spoken to.

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve the Homewise Contract Amendment as presented.**

Discussion on the Motion:

Director Ladd explained this one and the next were administrative contracts providing services to the community and directly to the City. They report on the numbers they are serving under the contract. The value of the accumulated equity for the loans, addresses of the homes, etc – a lot of data from the contracts. But the most important data is that these two contracts will assist for profit builders who are subject to the Santa Fe Homes Program for inclusion requirements. In providing the required 20% for affordable housing, they work with either Homewise or the Housing Trust to get certified homebuyers for those mortgages. That help greatly reduces their advertising costs. The services were selected by an RFP and having two providers was very helpful to her office.

Councilor Villarreal said it was just a correction on the procurement amount shown on page 30 in the packet, which doesn't match the stated

total increase of \$190,000 instead of \$380,000. She asked that Staff make the correction.

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

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

Against: None.

- h. Request for Approval of Contract Amendment to the Housing Trust Homeownership Services Contract (RFP 18/54/P) to Extend the Term of Performance through June 30, 2022 and Increase the Amount of Compensation by \$110,000 for a Total Contract Amount of \$220,000. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868)

Committee Review:

Governing Body: 07/28/2021

Ms. Bustos-Mihelcic read the caption for this item and Director Ladd already had spoken to it.

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to approve the Housing Trust Contract Amendment as presented.**

Discussion on the Motion:

Mayor Webber pointed out that each of these is a substantial increase. He asked if Director Ladd could provide the context on how the increases came about. It appears this is implementing a lot of the increased commitment of the City.

Director Ladd said these are normally brought, at the beginning of each fiscal year. The only reasons these are increased – we are not increasing the contract, but they do represent the increased commitment of the City for how important it is to support all these housing needs.

Mayor Webber reasoned that those on consent and here shows our increased commitment to housing and The Office of Affordable Housing is getting the money to be useful.

Director Ladd agreed and said the nonprofit providers appreciate that funding.

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

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

Against: None.

 i. *Approved on July 28.*

 j. *Approved on July 28.*

13. **MATTERS FROM THE CITY MANAGER**

 Manager LaPan Hill reported on the Job Fair on Saturday with over 100 people coming for 57 listed job openings at the City. The rapid hire event will be coming up. Interest is high and continues.

14. **MATTERS FROM THE CITY ATTORNEY**

 Mr. Martinez had no matters to report.

15. **EXECUTIVE SESSION ACTION ITEMS**

- a. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

Governing Body: 07/28/2021

 Ms. Bustos-Mihelcic understood this was not going to be acted upon tonight.

 Councilor Romero-Wirth agreed. We are not ready to take any action.

16. **MATTERS FROM THE CITY CLERK**

Ms. Bustos-Mihelcic noted nominating signatures for several candidates were approved. She read them into the record as Brian Gutierrez, Carol Romero-Wirth, Lee Garcia, Amanda Chavez, and Rebecca Romero. The County Clerk placed them on the ballot. The petitions were due July 19. Several of them qualified for public financing, including Brian Gutierrez, Carol Romero-Wirth, Lee Garcia, and Amanda Chavez.

She thanked Staff for the events sponsored by the Community Services Department events they participated in recently.

She thanked the Santa Fe Opera and Kiwanis Club for putting on Opera in the Park yesterday and which will continue next weekend at the Santa Fe Place Mall.

Councilor Lindell asked Ms. Bustos-Mihelcic how the petitions could be certified before reviewing all the petitions for possible duplicates.

Ms. Bustos-Mihelcic said the County Clerk is accepting petitions until August 19, but she certified the public financing candidates in writing after the July 19 deadline. She suggested perhaps the County Clerk could provide further information.

Councilor Villarreal asked about when Item 10(k) would be considered on the agenda.

Ms. Bustos-Mihelcic said it would be considered right after Communications from Governing Body when the meeting goes to the Evening Session.

Later, Ms. Bustos-Mihelcic wished Councilor Abeyta a happy birthday, which is today.

17. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation – July 28, 2021

Communications were considered at 10:50 p.m.

Councilor Villarreal introduced a Resolution authorizing the sale and consumption of beer and wine at the Montezuma Pocket Park for the celebration of George R. R. Martin's birthday on September 18 and 19, 2021.

Councilor Rivera was sponsoring a Resolution proclaiming severe or extreme drought conditions exist in the City of Santa Fe; imposing fire restrictions between August 11, 2021, and September 9, 2021; restricting the sale or use of fireworks within the City of Santa Fe and prohibiting other fire hazard activities.

Councilor Cassutt introduced a Resolution approving the design and installation plan for banners supporting the Food Depot's Tenth Annual "Neighbor to Neighbor Fund Drive."

She also introduced a Resolution finding the building and premises located at 3003 Calle Caballero to be ruined, damaged, and dilapidated, and a menace to the public comfort, health, peace, and safety; ordering the owner of record of 3003 Calle Caballero to remove the building, rubbish, and debris from the municipality; providing that if the owner of record of 3003 Calle Caballero does not remove the building, rubbish, and debris, the City of Santa Fe shall remove the building, rubbish, and debris and have a lien on the property.

She also mentioned Music on the Plaza last Tuesday, which was a great hit with the kids, including her son.

Regarding COVID and the Delta Variant, she has been thinking about City meetings in person. She is concerned with reports coming out that vaccinated persons can transmit it and no kids vaccinated. She urged everyone to go get vaccinated to help prevent spreading and to reconsider masking. The whole point of prevention is not to wait until something happens. We need to reconsider our plans for in-person meetings.

Councilor Lindell echoed what Councilor Cassutt said Please get vaccinated. If your children are eligible, please get them vaccinated. School starts very soon and numbers around the country are increasing in a way that is scary.

Councilor Abeyta had nothing to communicate.

Councilor Garcia introduced an Ordinance amending Section 9-3.6 SFCC 1987 to allow Electronic signature for Seed Money contributions on the required forms; amending Section 9-3.7 of SFCC 1987 to allow electronic signatures for qualifying

contributions on the required forms; and amending Section 9-3.12 of SFCC 1987 to allow electronic signatures for qualified small contributions.

He noted this is last weekend of Joe Hays story career at the Wheelwright Museum on Saturday and Sunday nights at 7 p.m.

He gave best wishes to all children returning to school this week.

He thanked the City Clerk for updates on the audits and still would like a briefing in executive session, so we know exactly what is going on.

Councilor Vigil Coppler said she thought we only had one minute to explain our vote. She asked if that is the limit or if it is as long as we want.

Mr. Martinez said he was not versed to respond. He said Roberts' Rules of Order doesn't allow explaining votes. He didn't know what the Governing Body's time limit is.

Councilor Vigil Coppler recalled the recommendation from Mayor Webber was for one minute to explain one's vote and asked if we are going to take as much time as we need.

Mayor Webber said he will review it and consider it at the next meeting.

Councilor Vigil Coppler got a notice that Softball de Santa Fe was played without lights on the field tonight. The people were told it would take 3-4 weeks to fix it. She asked City Manager to follow up on it. Apparently, they had games tonight and they are not very happy. Councilor Lindell said they play at the MRC.

Councilor Vigil Coppler commented about the Skate Park at GCCC, that in March 2020, there was lots of graffiti at that time. Although the paint doesn't last long, there was a group who painted a mural on the skate park. Meanwhile, more graffiti appeared and some it very graphic.

But now she learned from Director Kamiyama that a mural has been painted on the back of GCCC. Director Kamiyama said she was never informed about the skate park. The Olympics are on right now and kids have to go to the skate park as it is. That mural at the skate park should have received priority. Director Kamiyama agreed it would be a fine mural to paint and important for our youth and their parents. Councilor Vigil Coppler asked Manager LaPan Hill to follow up on that.

Regarding murals, Councilor Vigil Coppler said there were murals in her District of which she had not been informed. The Governing Body should have some kind of say so to the murals going up in our City. She would like a discussion why they are going up all over town and we have no say-so about them. She probably will bring a resolution on that.

She also wanted an update on the audit and why we are still late. She asked if the City is going to meet the August deadline.

Manager LaPan Hill responded that, as of last week, we are on track to meet our obligation. Last Thursday, that was reported. It goes to the external auditors now and they are working on it.

Councilor Vigil Coppler asked if she was allowed to call the auditors to find out.

Manager LaPan Hill did not know.

Councilor Vigil Coppler asked if the AS 400 is going out and if there was a way to find out if it is functioning. She was told it was out for two weeks with no revenue coming in. She was told that about \$2 million per week was lost as a result. None of that was communicated to the Governing Body and it was out for several weeks. That is a lot of money lost. When the system goes down and is not monitored, the Governing Body has a responsibility. The losses were from Utilities and Parking. She wanted a report on how that would be made up.

Councilor Romero-Wirth signed on to Councilor Rivera's Resolution banning fireworks.

She referred the Governing Body to the procedural rule and restated that vote explanations were not to exceed one minute in length.

Mayor Webber introduced an Ordinance repealing Section 20-6 relating to marijuana and marijuana paraphernalia possession. That will go through the Committee structure.

He thanked all who signed on the full page ad in Sunday's New Mexican to get vaccinations. "Do it for your family, coworkers, neighborhood. Wear masks, practice social distancing. People in the hospital are predominately the unvaccinated. Ask your doctor or a public health official to get the information."

He acknowledged the great job with the Opera in the Park event. Southside Summer wrapped up in SWAN Park. The Battle of the Badges was another great event that we care enough to contribute blood for our community.

He recognized those at the All-Star Tournament at Alto Park, the work of Brandon Labarre and Rudy Romero for their commitment to the public, making sure the ball games went smoothly and on GMA early Vincent Jaramillo cleaned up at the Plaza after the celebrities did not clean up after themselves.

Mayor Webber remembered the life of Dave McQuarie, who died recently after giving himself in service to our community. He was a longtime active member of the Mayor's Committee on Disabilities.

WAIVER OF ENDING TIME RULE

At 11:11 p.m., Mayor Webber entertained a motion to waive the ending time rule (11:30 pm).

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to waive the 11:30 pm ending time rule for this meeting.

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

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

Against: None

EVENING SESSION – 11:13 P.M.

18. 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
Councilor Michael J. Garcia
Councilor Signe Lindell

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

Members Excused

None

10. **CONSENT CALENDAR**

- k. Request for Approval of Service Agreement in the Total Amount of \$1,444,526.87 to Replace Ft. Marcy Roof and Skylights; First Mesa Construction, Inc. (Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:

Public Works and Utilities Committee: 07/12/21

Finance Committee: 07/19/21

Governing Body: 07/28/21

Ms. Bustos-Mihelcic read the caption for this item and said Caryn Grosse was present.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the Service Agreement with First Mesa Construction as amended to extend the roof guarantee for five years.

Ms. Grosse presented this item and provided the updated contract that included the five-year guarantee on the roof work as agreed to by the contractor. She sent an email to everyone documenting the guaranteed extension to five years at no additional cost. She hoped the Governing Body was satisfied with the amended language in the contract.

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

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

Against: None

20. **APPOINTMENTS**

- a. City Historian (Pauline Kamiyama, Arts Commission Division Director, pkkamiyama@santafenm.gov, 955-6653)
 - Valerie Rangel – Appointment – Term Ending 6/2022

Ms. Bustos-Mihelcic read the nominee for this position.

MOTION: Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the appointment of Valerie Rangel as City Historian.

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

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

Against: None

- b. City's Poet Laureate (Pauline Kamiyama, Arts Commission Division Director, pkkamiyama@santafenm.gov, 955-6653)
 - Daryl Wellington – Appointment – Term Ending 6/2022

Ms. Bustos-Mihelcic read the nominee for this position.
Rod Lamber was present for this item.

MOTION: Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the appointment of Daryl Wellington as City's Poet Laureate.

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

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

Against: None

- c. Airport Advisory Board (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
 - Kevin Egan – Reappointment – Term Ending 02/2024
 - Randal Limbacher – Appointment – Term Ending 02/2024

Ms. Bustos-Mihelcic read the nominees for the Airport Advisory Board.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to appoint Kevin Egan and Randal Limbacher to the Airport Advisory Board.

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

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

Against: None

21. PUBLIC HEARINGS

a. CONSIDERATION OF BILL NO. 2021-14. (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: jbg Guillen@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

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

Staff Presentation:

Director Randall presented this matter. He said the purpose is to extend the provision of outdoor dining with alcohol service without a six-month required term. The restaurants must comply with all other requirements. Once the COVID restriction is lifted the restaurants will be required to have the minimum number of restrooms and any other rules that would apply. Most people felt that was a real benefit for the City to offer. The issue of using space will include events and negotiate possible locations to avoid conflicts.

Public Testimony:

There were no public comments on this matter. Mayor Webber closed the public hearing.

Questions and Discussion by the Governing Body:

Councilor Vigil Coppler noted this was discussed at the last EDAC meeting. She asked Director Randall, if the Governing Body approves it, if this would apply in perpetuity.

Director Randall said it would be an existing ordinance for the City until it is changed.

Councilor Vigil Coppler reasoned that it has no sunset clause. She asked if this is being fair to other businesses, especially around the Plaza to use for their businesses. This is for alcohol service, but other businesses also want to make money. She asked if there is any concern that this is a way to say no as the Governing Body.

Director Randall agreed this does relate specifically to alcohol on City property and does not contemplate other uses on City property, but the Governing Body could consider another ordinance, as well.

Councilor Vigil Coppler wondered if we are giving preference with some businesses and not others. She was interested in promoting all businesses. It is good to have all businesses thrive because it contributes to our GRT. This ordinance favors some businesses over others. EDAC wants all businesses to succeed. The other important thing was that we are taking up space that our market events use. Some booths would not be able to participate. She asked what is being arranged with good negotiating.

Director Randall said The City has the ability for us to find other space at current markets that would zero out any loss of booth space. The street in front of La Fonda is not being used and could have been used. We will work on a win-win solution. It is good for our events that brings value to Santa Fe. He believed restaurants can work with these events if they are willing to work with Tourism.

Councilor Vigil Coppler was concerned that those vendors who enjoyed a booth on the Plaza might not have that space with this ordinance. She asked if adding another space was all Tourism can do.

Director Randall acknowledged that two entities cannot use the same space. But few would be dislocated. We want all events to operate at full capacity. They all bring traffic to our City.

Councilor Vigil Coppler asked if the fire trucks get through there with this arrangement.

Director Randall said they can. It is a 24' lane. The Fire Marshal and officers met with him. There is no health or safety concern.

Councilor Vigil Coppler asked what the fair market value was set on how much they will pay the City.

Director Randall said that has not been determined yet. Some said they were willing to pay the same rent rate as on their store space.

Councilor Vigil Coppler didn't think that was the fair market value but what is negotiated.

She said the other big complaint received was that the public lost patio seating when this was allowed. Those patio tables are chained up at GCCC. So what are we doing for our regular public to have enough tables to sit on? Don't those patio tables fit?

Director Randall was unaware of that and agreed with her about it. He agreed to investigate further.

Councilor Garcia thought a broader discussion needs to happen on this. He reviewed Section 23-5.2 that provides allowed uses. For businesses taking over space normally used by vendors at the events, they would need to recede that space to the event according to that ordinance during those eight annual events. We need to look at ways to minimize how that affects businesses with events space. Extending outdoor dining has been successful and he felt a middle ground should be considered. He pointed out that we need to work together on it while recognizing these events bring people from all the world. We need to honor these traditions.

He wanted to amend the ordinance to have businesses pull back during those events and asked the City Attorney how that could be done.

Mr. Martinez looked at the Bill and noted on page 2 under Section C, the Governing Body may approve by resolution, the service of alcohol at all other locations on City property except at the Plaza.

Councilor Garcia asked how we can allow for the use of the space when commitments prior to the event were made.

Mr. Martinez explained that courts use various principles when one ordinance conflicts with another. He was hesitant to go further but assumed the ordinance already gave the preference.

Councilor Garcia was interested in continuing to honor our commitment to historic adherence to these events.

Mr. Martinez said pre-existing ordinance compliance would be one way to address the conflict and that could be drafted into the ordinance.

Councilor Garcia opined that the Governing Body needs to address and resolve the conflict before passing this ordinance. Since this will be in perpetuity, it needs to be done correctly.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to postpone Bill No. 2021-14 to the August 11, 2021 Governing Body meeting for resolution to the conflict between this ordinance and Section 23-5.2.

Discussion on the Motion:

Councilor Vigil Coppler asked if that would be sufficient time to review the conflict.

Mr. Martinez thought it would be sufficient.

Councilor Vigil Coppler supported the delay because we need a win-win. We don't want these events to leave the city. We need to tread lightly and work very hard for a compromise everyone can agree to. We need to keep them in this City.

Councilor Villarreal thought this was a both/and situation and the delay would help make it work. Some restaurants made it through COVID only because they had those outdoor eating areas. And if businesses are spending considerable money on this option to keep their businesses afloat and wondered what that means for them to pull it back the concrete barriers and the cost during the events.

Mayor Webber agreed. There are legitimate concerns on all sides of this ordinance. It is a reason Santa Fe gets recognized as one of the 100 coolest places on earth. That capital cost also makes the Plaza a more attractive place all the time. It is worth talking through the matter to the satisfaction of all parties. Director Randall has been working on that issue.

Councilor Cassutt suggested it also needs approval from New Mexico Regulation & Licensing Division. We have licenses valid through October 31 and then asked if we would have to reapply for a new license.

Ms. Bustos-Mihelcic agreed. The temporary license goes through the end of October. She has been in conversation with the State Regulation and Licensing Agency but did not know if Director Randall had been in contact with the Alcohol and Beverage Control (ABC) Division regarding the investment made.

Director Randall agreed the temporary expansion does end at the end of October. But the restaurants would have to have a lease with the City and would have to get a change in the license for a continuous approval. This is contiguous space and would be a permanent change of their footprint.

Director Randall reported the ABC Director indicated they are very interested in continuing this outdoor service which is also being done in Albuquerque and Las Cruces.

Councilor Cassutt understood that. She asked about whether they are expanding into parking spaces.

Director Randall pointed out that the use of the parking space is easier for restaurants to utilize. He spoke briefly about the requirements for parking, the prohibition of using handicapped parking space and thought the parklets would be less problematic.

Councilor Vigil Coppler asked if they would open that area of Lincoln to cars.

Director Randall thought so but it was not his decision.

VOTE: **The motion was approved on the following 7-2 Roll Call vote:**

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

Against: Councilor Abeyta and Councilor Lindell.

14. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 12:07 a.m.

Approved by:

Mayor Alan Webber

ATTESTED TO:

Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:



Carl G. Boaz, Council Stenographer



GOVERNING BODY MEETING OF
July 28, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
 GB August 2, 2021

Mayor Alan Webber		
Co-Sponsors	Title*	Tentative Committee Schedule*
	AN ORDINANCE REPEALING SECTION 20-6 RELATING TO MARIJUANA AND MARIJUANA PARAPHERNALIA POSSESSION.	Quality of Life Committee – 8/4/21 Governing Body (request to publish) – 8/11/21 Finance Committee – 8/16/21 Public Safety Committee – 9/17/21 Governing Body (public hearing) – 9/8/21
Councilor Roman “Tiger” Abeyta		
Co-Sponsors	Title*	Tentative Committee Schedule*
Councilor Jamie Cassutt		
Co-Sponsors	Title*	Tentative Committee Schedule*
Lindell	A RESOLUTION APPROVING THE DESIGN AND INSTALLATION PLAN FOR BANNERS SUPPORTING THE FOOD DEPOT’S TENTH ANNUAL “NEIGHBOR TO NEIGHBOR FUND DRIVE”.	Quality of Life Committee – 8/4/21 Public Works and Utilities Committee – 8/9/21 Governing Body – 8/11/21
	A RESOLUTION FINDING THE BUILDING AND PREMISES LOCATED AT 3003 CALLE CABALLERO TO BE RUINED, DAMAGED, AND DILAPIDATED AND A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, AND SAFETY; ORDERING THE OWNER OF RECORD OF 3003 CALLE CABALLERO TO REMOVE THE BUILDNG, RUBBISH, AND DEBRIS FROM THE MUNICIPALITY; PROVIDING THAT IF THE OWNER OF RECORD OF 3003 CALLE CABALLERO DOES NOT REMOVE THE BUILDING RUBBISH, AND DEBRIS, THE CITY OF SANTA FE SHALL REMOVE THE BUILDING, RUBBISH AND DEBRIS AND HAVE A LIEN ON THE PROPERTY.	Finance Committee – 8/2/21 Public Works and Utilities Committee – 8/9/21 Governing Body – 8/11/21

Councilor Michael J. Garcia		
Co-Sponsors	Title*	Tentative Committee Schedule*
Romero-Wirth	AN ORDINANCE AMENDING SECTION 9-3.6 SFCC 1987 TO ALLOW ELECTRONIC SIGNATURE FOR SEED MONEY CONTRIBUTIONS ON THE REQUIRED FORMS; AMENDING SECTION 9-3.7 OF SFCC 1987 TO ALLOW ELECTRONIC SIGNATURES FOR QUALIFYING CONTRIBUTIONS ON THE REQUIRED FORMS; AND AMENDING SECTION 9-3.12 OF SFCC 1987 TO ALLOW ELECTRONIC SIGNATURES FOR QUALIFIED SMALL CONTRIBUTIONS.	Finance Committee – 8/2/21 Quality of Life Committee - 8/4/21 Governing Body (request to publish) – 8/11/21 Governing Body (public hearing) – 9/8/21
Councilor Signe I. Lindell		
Co-Sponsors	Title*	Tentative Committee Schedule*
Councilor Chris Rivera		
Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS BETWEEN AUGUST 11, 2021 AND SEPTEMBER 9, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.	Quality of Life Committee – 8/4/21 Governing Body – 8/11/21
Councilor Carol Romero-Wirth		
Co-Sponsors	Title*	Tentative Committee Schedule*
Councilor JoAnne Vigil Coppler		
Co-Sponsors	Title*	Tentative Committee Schedule*
Councilor Renee Villarreal		
Co-Sponsors	Title*	Tentative Committee Schedule*

* Subject to change

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



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the risks identified in the State's declaration of a Public Health Emergency and the Mayor's Proclamation of Emergency and the emergency orders issued to reduce those health risks, the Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at <https://www.santafenm.gov>.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at <https://santafe.primegov.com/public/portal>.

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

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/91736936822?pwd=YjZ6Ukc2TkUwVjJiN21PaGI0MWN5Zz09>. **Passcode: 533669**



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

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: 917 3693 6822 - Passcode: 533669**

Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Mayor to speak at the appropriate time.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**

Councilor Rivera

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

Councilor Cassutt

4. **INVOCATION**

Councilor Lindell

5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
 - a. Regular Governing Body Meeting – July 28, 2021

9. **PRESENTATIONS**



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

- a. COVID-19 Update. (Jarel LaPan Hill, City Manager, japanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

10. CONSENT CALENDAR

- a. Request for the Approval of Budget Amendment Resolution and Memorandum of Understanding (MOU)- Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Fund in the Total Amount of \$40,000; Santa Fe County. (Thomas Grundler, Lieutenant; tjgrundler@santafenm.gov, 955-5359)

Committee Review:

Finance Committee: 08/02/2021

Quality of Life Committee: 08/04/2021

Governing Body Committee: 08/11/2021

- b. CONSIDERATION OF RESOLUTION NO.2021-___. (Mayor Webber)
A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:

Introduced: 07/14/21

Finance Committee: 08/02/21

Public Works and Utilities Committee: 08/09/21

Governing Body: 08/11/21

- c. Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of \$195,000 for School Cross Guard Program for Four (4) School Years; Santa Fe Public Schools. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:

Finance Committee: 08/02/2021

Public Works & Utilities Committee: 08/09/2021



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

Governing Body: 08/11/2021

- d. Request for Approval of a Professional Services Agreement for a Total Amount of \$252,478 for a Four (4) Year Sole Source Contract to United Way of Central New Mexico to Operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 955-6678)

Committee Review:

Finance Committee: 08/02/2021

Quality of Life Committee: 08/04/2021

Governing Body: 08/11/2021

- e. Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding. (Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)
 1. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Rivera and Councilor Abeyta)

A Resolution Accepting A Municipal Arterial Program (“MAP”) Cooperative Agreement Identified as Control Number L500473; and Accepting a Local Government Road Fund (“LGRF”) Cooperative Agreement Identified as Control Number L500444 from the New Mexico Department of Transportation (“NMDOT”) for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
 2. Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the Amount of \$124,444 for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
 3. Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the Amount of \$75,833 for the Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

4. Request for Approval of Budget Adjustment Request (BAR) to Budget NMDOT Grant Funding Into WIP Construction (ORG / OBJ - 3309980.572970) in the Amount of \$150,208.

Committee Review:

Finance Committee: 08/02/2021

Public Works and Utilities Committee: 08/09/2021

Governing Body: 08/11/2021

- f. Request for Approval of FY22 Police Vehicle Purchase Request in the Total Amount of \$1,155,371.32 for the Vehicles, Equipment, and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Committee Review:

Finance Committee: 8/02/2021

Quality of Life Committee: 8/04/2021

Governing Body Committee: 8/11/2021

- g. Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$150,000 to Provide Services to Examine Internal Controls; REDW LLC. (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov, 955-6137)

Committee Review:

Finance Committee: 8/02/2021

Quality of Life Committee: 8/04/2021

Governing Body: 8/11/2021

- h. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Cassutt and Councilor Lindell)
A Resolution Approving the Design and Installation Plan for Banners Supporting the Food Depot's Tenth Annual "Neighbor to Neighbor Fund Drive". (Jesse Guillen, Legislative Liaison; jbguillen@santafenm.gov, 955-6518)

Committee Review:

Introduced: 07/28/21



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

Quality of Life Committee: 08/04/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

- i. Request Approval of Amendment No. 2 to the 2019 Annual Action Plan, Required by the U.S. Department of HUD that Describes Proposed Uses of CARES Act Funding in the Amount of \$581,333. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Public Works Committee: 08/09/2021
Governing Body: 08/11/2021

- j. **Request to Publish Notice of Public Hearing on September 8, 2021.**
Consideration of Bill No. 2021-17. An Ordinance Authorizing the City of Santa Fe (“Borrower”) to Enter into a Loan Agreement with the New Mexico Environment Department (“NMED”) for the Purpose of Obtaining Project Loan Funds up to the Amount of \$4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of \$180,000 for Total Funded Amount not to Exceed \$4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower’s Pledged Revenues Defined Below; and Prescribing Other Details Concerning the Loan and the Security Therefore. (Mayor Webber) (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body (Request to Publish): 08/11/21
Governing Body (Public Hearing): 09/08/21

11. DISCUSSION/ACTION ITEMS

- a. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Villarreal)



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

A Resolution Authorizing the Sale and Consumption of Beer and Wine at the Montezuma Pocket Park for a Celebration of George R.R. Martin's Birthday on September 18 and 19, 2021, Pursuant to Section 23-6.2(C) SFCC 1987.

(Geraldyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:

Introduced: 08/02/21

Governing Body: 08/11/21

- b. Approval of Two (2) Easement Agreements Between Santa Fe County and the City of Santa Fe; for Permanent Trail, Open Space and Flood Control Within a Portion of the Richards Avenue Extension Right-of-Way and for Photovoltaic Facilities for Buckman Booster Station #4. (Zoe Isaacson, Project Administrator, zrisaacson@santafenm.gov, 955-6853 and Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:

Public Works & Utilities Committee: 08/09/2021

Governing Body: 08/11/2021

- c. Request for Approval of a Budget Amendment Request in the Amount of \$2,990,000 to Address Critical Road Rehabilitation Needs Throughout the City of Santa Fe. (Mark Brooks, Streets Public Works Administrator, mebrooks@santafenm.gov, 955-0000)

Committee Review:

Public Works and Utilities Committee: 07/26/2021

Governing Body: 08/11/2021

- d. Request Approval of Budget Adjustment Request (BAR) in the Amount of \$750,000 to Purchase a Plow and Sweeper to Maintain Cerrillos Road and St. Michael's Drive for which the City Assumed Maintenance Responsibilities in August 2021. (Thomas Martinez, Acting Streets Division Director, tamartinez@santafenm.gov, 955- 2006)

Committee Review:

Governing Body: 08/11/2021

- e. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director,



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

jdroach@santafenm.gov, 955-4309 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

Governing Body: 07/28/2021 (Postponed)

Governing Body: 08/11/2021

- f. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$136,059 for the Dawson Park Project. (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 303-9502)

Committee Review:

Public Works & Utilities: 08/09/2021

Governing Body: 08/11/2021

- g. CONSIDERATION OF RESOLUTION NO. 2021-___. (Mayor Webber)
A Resolution Extending the Emergency Proclamation Declared by the Mayor on August 9, 2021, by Forty-Seven Days, Expiring at Noon on September 27, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsberry@santafenm.gov, 955-6961)

- h. CONSIDERATION OF BILL NO. 2021-18: (Mayor Webber)
An Ordinance Removing Section 20-6 Relating to Marijuana and Marijuana Paraphernalia Possession. (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov, 955-5195)

Committee Review:

Introduced: 07/28/21

Governing Body (request to publish): 8/11/21

Finance Committee: 08/16/21

Public Safety Committee: 08/17/21

Quality of Life Committee: 08/18/21

Governing Body (public hearing): 09/08/21

12.

MIDTOWN OVERVIEW



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

- a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, 955-6625) **INFORMATION ONLY**

Information Presentation Topic: July Planning Session Debrief Report
Presenters: Daniel Hernandez, Midtown Redevelopment Project Manager

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion of *City of Santa Fe v. Purdue Pharma, et al.*, DNM No. 1:19-CV-01105. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

15. **EXECUTIVE SESSION ACTION ITEMS**

16. **MATTERS FROM THE CITY CLERK**

17. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 7:00 P.M.

18. **ROLL CALL**

19. **PETITIONS FROM THE FLOOR**

20. **APPOINTMENTS**

21. **PUBLIC HEARINGS**

- a. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Rivera, Councilor Vigil Coppler, Councilor Romero-Wirth)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions From August 11, 2021 to September 9, 2021; Restricting the Sale or Use of Fireworks Within the City



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, AIC Fire Marshal; ggriego@santafenm.gov, 955-3317)

Committee Review:

Introduced: 07/28/21

Quality of Life Committee: 08/04/21

Governing Body: 08/11/21

- b. CONSIDERATION OF BILL NO. 2021-14. ADOPTION OF ORDINANCE 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: jbg Guillen@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

Governing Body (Public Hearing): 08/11/21

- c. CONSIDERATION OF BILL NO 2021-15. ADOPTION OF ORDINANCE NO. 2021-____. (Mayor Webber)
An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 in an Aggregate Principal Amount not to Exceed \$14,745,000 for the Purpose of (1) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B and Maturing On and After June 1, 2022; (2) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A and Maturing On and After June 1, 2022; and (3) Paying Costs of Issuance of the Series 2021 Bonds; Calling for the Redemption of the



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

Outstanding Series 2010B Bonds and Series 2012A Bonds; Providing that the Bonds Will be Payable and Collectible from Certain Gross Receipts Tax Revenues Distributed to the City; Approving the Selection of an Underwriter and Forms of a Preliminary Official Statement and a Paying Agent Registrar and Depository Agent Agreement; Delegating Authority to the Mayor or, in the Mayor's Absence, the City Manager or Finance Director, to Approve the Final Principal Amount, Interest Rates and Other Details of the Bonds Within the Parameters Set Forth in this Authorizing Ordinance, and to Execute and Deliver a Bond Purchase Agreement for the Sale of the Bonds to the Underwriter; Proving for the Collection of Certain Gross Receipts Tax Revenues; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing all Ordinances in Conflict Herewith; and Related Matters. (Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

Committee Review:

Introduced: 06/30/21

Governing Body (Request to Publish): 07/14/21

Finance Committee: 07/19/21

Public Works and Utilities Committee: 07/26/21

Governing Body (Public Hearing): 08/11/21

- d. Public Comment and Approval of Amendment No. 2 to the 2019 Annual Action Plan. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).

Committee Review:

Governing Body: 07/28/2021

22. **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,



AGENDA

**REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY**

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.

**Governing Body
SUMMARY INDEX
August 11, 2021**

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Pledge of Allegiance	Led by Councilor Rivera	1
3. Salute to the State Flag	Led by Councilor Cassutt	1
4. Invocation	Led by Councilor Lindell	1-2
5. Roll Call	Quorum Present	2
6. Approval of Agenda	Approved as amended	3
7. Approval of Consent Calendar	Approved as amended	3
8. Approval of Minutes		
a) Regular Meeting on July 28, 2021	Approved	4
9. Presentations		
a) COVID Update	Informational	4-5
10. Consent Calendar	Listed	5-12
f) Police Vehicles	Approved	8
g) REDW PSA	Approved	9-11
h) Neighbor to Neighbor Fund	Approved	12
11. Discussion/Action Items		
a) Deleted		
b) City/County Easements	Approved	13
c) Road Rehabilitation Needs	Approved	13-15
d) Plow and Sweeper Purchase	Approved	15
e) San Juan/Chama Return Flow	Approved as amended	15-16
f) Dawson Park Project	Approved	16-17
g) Emergency Proclamation Extension	Approved	17-23
h) Marijuana Public Hearing	Approved	24
12. Midtown Overview	Informational	25-32
13. Matters from the City Manager	Informational	32
14. Matters from the City Attorney	Recommendation	32
Executive Session	From 9:09 – 9:27	33
15. Executive Session Action Items	None	33
16. Matters from the City Clerk	Informational	33-34
17. Communications from Governing Body	Communication	34-35
Evening Session	Began at 9:46	35
18. Roll Call	Quorum Present	35-36
19. Petitions from the Floor	None	24
20. Appointments	None	36
21. Public Hearings		
a) Fire Restrictions Resolution	Approved	37
b) Term for Alcohol Service on City Land	Approved as amended	37-40
c) Revenue Bonds	Approved	40-41
d) Annual AH Action Plan	Approved	41-42
22. Adjournment	Adjourned at 10:24 p. m.	43

**Minutes of the
Regular Meeting of the Governing Body
Wednesday, August 11, 2021
Virtual Meeting**

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, August 11, 2021, at approximately 5:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Rivera.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Lindell.

Councilor Villarreal remembered former County Commissioner, Ed Moreno, who died from a brain tumor on July 27, 2021. He carried a legacy of extraordinary public service with the highest integrity and ethics. She always appreciated his calm and thoughtful demeanor. He emigrated to the US from Mexico as a child and began a career in journalism. Moving to Santa Fe, he worked for the Santa Fe New Mexican and was a former Santa Fe County Commissioner; She offered prayers for the family of Larry Nedvice. She went to school with his children. He was a such a special man, humble and supportive, a very loving dad and all around special person. She said “¡ Vaya con Dios, Larry!” Lastly, she remembered Dave McQuarie’s passing. She wanted to recognize him because he was such a great advocate for the differently abled members of the community of Santa Fe. She always appreciated his perspective when he came to our meetings in petitions from the floor and contributions to the Mayor’s Committee on Disability. She also sent prayers to Rich Brown now in the hospital as well as a friend her age who just had a heart attack.

Councilor Vigil Coppler also extended condolences to Ed Moreno’s family. He was a great person. She had enjoyed working with him at the SWAMA Board. She gave special condolences to his wife, Janet, who was once the City Communications

Director. She sent well wishes to Rich Brown. At EDAC today, she learned he was in the hospital. She gave condolences to Heather Nordquist upon the death of her husband Terry, who fought a valiant fight with cancer. He was a great wit even to the end. He cared deeply for many people but especially for the homeless and downtrodden. He and Heather and her mom Stella are beside themselves in grief and she wished them all the best.

Mayor Webber had the honor of working with Mr. Moreno on affordable housing projects which was one of his major commitments. He wished Rich Brown a speedy and complete recovery. And to our colleague, Manuel Gonzales whose nephew died in a car accident and for their family suffering a tragic loss.

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

Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Councilor Carol Romero-Wirth

Other Participants Attending Remotely

Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Mr. Marcos Martinez, Senior Assistant City Attorney
Kristine Bustos-Mihelcic, City Clerk
Geraldyn Cardenas, Assistant City Clerk
Kyra Ochoa, Community Health & Safety Director
Julie Sanchez, Youth & Family Service Division Director
Regina Wheeler, Public Works Department Director
Alexandra Ladd, Affordable Housing Director
Ben Valdez, Deputy Chief of Police
Alexis Lotero, Assistant Finance Director
Caryn Grosse, Project Administrator

Sam Burnett, Facilities Division Director
Jesse Guillen, Legislative Liaison
Mark Brooks, Streets Public Works Administrator
Thomas Martinez, Acting Streets Division Director
Melissa McDonald, Interim Parks Division Director
Kyle Hibner, City Prosecutor
Geronimo Griego, AIC Fire Marshal
Brad Fluetsch, Planning and Investment Officer
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Mayor Webber asked to remove Item 11-a until another time.

MOTION: Councilor Vigil Coppler moved, seconded by Lindell, to approve the agenda as amended with Item 11-a removed.

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

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

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Cassutt removed Item 10(h) for an amendment.

Councilor Vigil Coppler removed Item 10(h) and (g) for discussion.

Councilor Rivera removed Item 10(f) to allow his recusal.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the Consent Calendar as amended with items 10 f, g, and h removed for discussion.

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

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

Against: None.

8. APPROVAL OF MINUTES

- a. Regular Governing Body Meeting – July 28, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the minutes of July 28, 2021, as presented.

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

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

Against: None. Councilor Villarreal abstained from voting.

9. PRESENTATIONS

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

Manager LaPan Hill presented a short video as part of the report. It was produced by LSU as a way to capture the information which is instructive and a good model for Santa Fe to follow how we communicate with Staff and constituents about the pandemic.

Director Ochoa provided an update on where we are with the Delta variant. She said the City is keeping vaccination rates up, not only for individual protection but also for our children. Santa Fe is at 86% for at least one dose and 76% for full status. Among 12-16 year olds, 3,709 are fully vaccinated who came to DOH and there are others not counted in that total. She will get percentages later. We have our weekly call-in meetings with schools joining and had one today. SFPS has had 9 cases among students and teachers. They are sending home about 20 per day with symptoms who cannot return until they have a negative test. Christus has eight patients in COID and 100% have the Delta variant.

There have been nine positive cases in the City since August 9. A fair number were self-reported and five of those nine were vaccinated. They are not as sick and yet can spread the virus. She stood for questions.

Councilor Cassutt thanked her for presenting. She asked regarding hospitalizations if she had any data on how many, including children were from UNM Hospital.

Director Ochoa didn't have that data from UNM yet. DOH is still breaking down the data and are very interested in that same question.

Councilor Villarreal asked about the 20 per day at the schools who had symptoms. She wondered how many pre COVID got sent home per day. They all wear masks. It would be interesting to compare. It might have been more without masks pre-COVID.

Director Ochoa said that was a great point and the schools are very committed to provide meaningful data. She will pursue it further.

1. **CONSENT CALENDAR**

- a. Request for the Approval of Budget Amendment Resolution and Memorandum of Understanding (MOU)- Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Fund in the Total Amount of \$40,000; Santa Fe County. (Thomas Grundler, Lieutenant; tjgrundler@santafenm.gov, 955-5359)

Committee Review:

Finance Committee: 08/02/2021

Quality of Life Committee: 08/04/2021

Governing Body Committee: 08/11/2021

- b. CONSIDERATION OF RESOLUTION NO.2021-42. (Mayor Webber)
A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:

Introduced: 07/14/21

Finance Committee: 08/02/21

Public Works and Utilities Committee: 08/09/21

Governing Body: 08/11/21

- c. Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of \$195,000 for School Cross Guard Program for Four (4) School Years; Santa Fe Public Schools. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:

Finance Committee: 08/02/2021

Public Works & Utilities Committee: 08/09/2021

Governing Body: 08/11/2021

- d. Request for Approval of a Professional Services Agreement for a Total Amount of \$252,478 for a Four (4) Year Sole Source Contract to United Way of Central New Mexico to Operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 955-6678)

Committee Review:

Finance Committee: 08/02/2021

Quality of Life Committee: 08/04/2021

Governing Body: 08/11/2021

- e. Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding. (Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

1. CONSIDERATION OF RESOLUTION NO. 2021-43. (Councilor Rivera and Councilor Abeyta)

A Resolution Accepting A Municipal Arterial Program (“MAP”) Cooperative Agreement Identified as Control Number L500473; and Accepting a Local Government Road Fund (“LGRF”) Cooperative Agreement Identified as Control Number L500444 from the New Mexico Department of Transportation (“NMDOT”) for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

2. Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the Amount of \$124,444 for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

3. Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the Amount of \$75,833 for the Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

4. Request for Approval of Budget Adjustment Request (BAR) to Budget NMDOT Grant Funding Into WIP Construction (ORG / OBJ - 3309980.572970) in the Amount of \$150,208.

Committee Review:

Finance Committee: 08/02/2021

Public Works and Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

DISCUSSED

- f. Request for Approval of FY22 Police Vehicle Purchase Request in the Total Amount of \$1,155,371.32 for the Vehicles, Equipment, and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Committee Review:

Finance Committee: 8/02/2021

Quality of Life Committee: 8/04/2021

Governing Body Committee: 8/11/2021

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

This item was pulled by Councilor Rivera.

Councilor Rivera asked if any of the new vehicles are electric vehicles.

Deputy Chief Valdez said they are hybrid vehicles. He explained how they recharge while decelerating or coasting downhill. It reduces gas consumption which is at 30.7 mpg right now. The SUV hybrids get about 20 mpg where nonhybrid vehicles get 9-12 mpg. They are pursuit rated and as a patrol vehicle.

Councilor Rivera asked about the marking of vehicles which he had asked at Quality of Life Committee when Deputy Chief Valdez described the black on black logos for the new vehicles.

Deputy Chief Valdez said that was correct. They are referred to as "Ghost Decals." The Department wants people to know when stops are made, that it is the Police making the stop. There are three or four of the new vehicles that have ghost decals and the rest have the decals shown in his background.

MOTION: Councilor Rivera moved, seconded by Councilor Abeyta, to approve the purchase as presented.

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

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

Against: None.

DISCUSSED

- g. Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$150,000 to Provide Services to Examine Internal Controls; REDW LLC. (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov, 955-6137)

Committee Review:

Finance Committee: 8/02/2021

Quality of Life Committee: 8/04/2021

Governing Body: 8/11/2021

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

Councilor Vigil Coppler pulled this item for discussion.

Councilor Vigil Coppler asked for clarification on the monetary amount. Originally, the amendment amount was for \$112,233 and is now amended for \$150,000. She asked if the grand total is now \$262,233.

Director McCoy said there was also an amendment for a little over \$97,000 as well, for a total of about \$350,000. It is multi-year contract and one of key findings was from the McHard Report won this independent third party audit contractor and the Audit Committee is working with the selected internal audit firm REDW.

Councilor Vigil Coppler asked if the City has expended all the money allocated for this work except for the amendment here.

Director McCoy said she did not have that available right now, but the short answer is we have not expended all of it. \$350,000 is in the present operating budget for the extension through June 30, 2022.

Councilor Vigil Coppler noted, in the original contract, there were quite a few things to perform. She listed them and said it is important to examine ourselves but also for Governing Body to be notified. She could not remember any reporting on any outcomes by this company. We also have a late audit. She asked if this company is also giving their findings to our external auditor or any communications between the two auditors.

Director McCoy said the internal audit firm is aware of the findings published and understand the audit as it was presented.

Councilor Vigil Coppler asked, as they dig into internal controls, if the Staff is following or correcting mistakes in the way they are operating in the Finance Dept, or are we waiting for a report? Where are we right now?

Director McCoy said the Audit team does have a work plan and are reporting their findings to the Audit Committee and a team member Caitlyn Gutierrez from REDW was at the meeting today to answer questions. The engagements and internal team from REDW have provided reports to Finance and Audit Committees and are working on corrective actions.

Councilor Vigil Coppler asked where she could find the reports given to Audit Committee.

Director McCoy explained they are included in the agenda packets for Finance Committee and Audit Committee.

Councilor Vigil Coppler asked if the public can see them. She didn't want to have to go to all the agendas since 2019. The transparency button is what that is for. Tonight we are being asked to approve \$150,000 more. She asked how she could see those reports tomorrow.

Director McCoy agreed to send them to the Governing Body members.

Councilor Vigil Coppler asked if the City is going to meet the August 30 deadline to the State Auditor's Office.

Director McCoy noted the external auditors said we are marching to August 31 deadline. We are on target for submitting that data by the deadline.

Councilor Vigil Coppler asked when the exit conference is scheduled.

Director McCoy said it would be sometime in September.

Councilor Vigil Coppler wanted to attend that meeting and asked Director McCoy to put her on the invite list.

Director McCoy said it is not a publicly noticed meeting.

Ms. McSherry said she would bring this topic under Communications from Governing Body. There is no reason why she could not attend.

Councilor Abeyta complimented REDW and City Finance Staff on their work. Their last Public Works and Utilities report was very thorough and highlighted where we need to improve. It is much more thorough when done this way. What Councilor Vigil Coppler mentioned was discussed at the Finance Committee. What was so good about this contract is the quarterly reports. The challenge is with the follow-through. He thought it was money well spent and if the other audits are as thorough, it will result in a much cleaner external audit.

Mayor Webber noted that audits are not pass-fail typically but acknowledging where we need to improve ourselves. The McHard Report provided the most serious findings from a few years ago. He asked Director McCoy to speak to it since some members of the Governing Body were not on it when that was done.

Director McCoy boiled those McHard findings down to a few major issues. One major problem was using an antiquated system that did not have the appropriate internal controls in place. With the approval of the Governing Body, we were able to change our system which has been a blessing and allowed us to work remotely during the pandemic with appropriate internal controls. There were also some policies raised in the McHard Report such as updating our cash handling capacity, updating our procurement policy. Since it was published, the City has been hiring and training professional staff. It is a tremendous amount of work to bring the City up to best practices and standards as well as having advantage of conducting remote operations.

MOTION: Councilor Abeyta moved, seconded by Councilor Cassutt, to approve the PSA Amendment with REDW, as presented.

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

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

Against: None.

DISCUSSED

- h. CONSIDERATION OF RESOLUTION NO. 2021-44. (Councilor Cassutt and Councilor Lindell)

A Resolution Approving the Design and Installation Plan for Banners Supporting the Food Depot's Tenth Annual "Neighbor to Neighbor Fund Drive". (Jesse Guillen, Legislative Liaison; jbg Guillen@santafenm.gov, 955-6518)

Committee Review:

Introduced: 07/28/21

Quality of Life Committee: 08/04/21

Public Works and Utilities Committee: 08/09/21

Governing Body: 08/11/21

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

MOTION: Councilor Cassutt moved, seconded by Councilor Lindell, to approve the Food Depot Resolution as presented.

Discussion on the Motion:

Councilor Cassutt wanted to clarify who is responsible for the banners. It was not specifically the Food Depot but was the Neighbor-to-Neighbor Drive who organized the drive for the Food Depot. She also pointed out three typos in the resolution that needed correcting. On page 2, line 16, she proposed to strike the typo; on page 3, line 9 and line 12, to delete “Food Depot” and insert “Neighbor-to-Neighbor Drive.”

MOTION: Councilor Cassutt moved, seconded by Councilor Cassutt, to amend the Resolution to make those changes.

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

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

Against: None.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to amend the Resolution to add “Ron Shirley” just before “Alto Park.”

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

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

Against: None.

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

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

Against: None.

Councilor Villarreal asked to be listed as a cosponsor

- i. Request Approval of Amendment No. 2 to the 2019 Annual Action Plan, Required by the U.S. Department of HUD that Describes Proposed Uses of CARES Act Funding in the Amount of \$581,333. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

Committee Review:

Finance Committee: 08/02/2021

Quality of Life Committee: 08/04/2021

Public Works Committee: 08/09/2021 Governing Body: 08/11/2021

- j. **Request to Publish Notice of Public Hearing on September 8, 2021.**
Consideration of Bill No. 2021-17. An Ordinance Authorizing the City of Santa Fe (“Borrower”) to Enter into a Loan Agreement with the New Mexico Environment Department (“NMED”) for the Purpose of Obtaining Project Loan Funds up to the Amount of \$4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of \$180,000 for Total Funded Amount not to Exceed \$4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower’s Pledged Revenues Defined Below; and Prescribing Other Details Concerning the Loan and the Security Therefore. (Mayor Webber) (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:

Introduced: 07/14/21

Finance Committee: 08/02/21

Public Works and Utilities Committee: 08/09/21

Governing Body (Request to Publish): 08/11/21

Governing Body (Public Hearing): 09/08/21

10. DISCUSSION/ACTION ITEMS

- a. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Villarreal)
A Resolution Authorizing the Sale and Consumption of Beer and Wine at the Montezuma Pocket Park for a Celebration of George R.R. Martin’s Birthday on September 18 and 19, 2021, Pursuant to Section 23-6.2(C) SFCC 1987. (Geraldyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:

Introduced: 08/02/21

Governing Body: 08/11/21

This item was deleted from the agenda under Consideration and Approval of Agenda

- b. Approval of Two (2) Easement Agreements Between Santa Fe County and the City of Santa Fe; for Permanent Trail, Open Space and Flood Control Within a Portion of the Richards Avenue Extension Right-of-Way and for Photovoltaic Facilities for Buckman Booster Station #4. (Zoe Isaacson, Project Administrator, zrisaacson@santafenm.gov, 955-6853 and Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:

Public Works & Utilities Committee: 08/09/2021

Governing Body: 08/11/2021

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

Caryn Grosse and Zoe Isaacson were present for this item.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the Easement Agreements, as presented.

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

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

Against: None.

- c. Request for Approval of a Budget Amendment Request in the Amount of \$2,990,000 to Address Critical Road Rehabilitation Needs Throughout the City of Santa Fe. (Mark Brooks, Streets Public Works Administrator, mebrooks@santafenm.gov, 955-0000)

Committee Review:

Public Works and Utilities Committee: 07/26/2021

Governing Body: 08/11/2021

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

Mr. Brooks was present.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the Budget Amendment Request, as presented.

Discussion on the Motion:

Councilor Cassutt was glad to see the inclusion of several residential streets. She clarified that in her neighborhood, Acequia Borrada and Acequia Borrada West are two different streets and asked which one was included in this project.

Mr. Brooks clarified that only Acequia Borrada was included because it is in worse shape.

Councilor Cassutt reported she had an informative meeting with Mr. Brooks and Director Wheeler on how paving is prioritized and emphasized more larger streets and while John Romero was at the City, he started allocating some to smaller streets. She thanked the City Staff for that and added that many constituents have mentioned it to her.

Councilor Villarreal thanked Mr. Brooks for the very helpful packet material, especially the gas tax part. She asked on the memo regarding future funding for capital projects for clarification on how the City Staff distinguish those funds. Some were designated for Bicentennial Pool repairs and other critical Parks equipment needs from 2021 GRT Revenue and then talked about a package from GRT Bonds for early 2022. She asked if that was for road specific needs or general projects.

Mr. Brooks believed those were for general needs and not necessarily just for roads.

Councilor Villarreal said it would be helpful to know the schedule – what would happen first, etc. She asked what would have priority and to distinguish GRT Bond and GO bonds the voters must approve. And out of those, what is specific to roads?

Director Wheeler said it is a large conversation that happened at Finance a month ago. This is not the only capital funding available in the big picture. She will continue to recommend large amounts from GRT Bonds to deal with the great need for paving with Gas tax funds not available. The GO Bonds will be devoted more for library or aquatic shop things that are public, but pavement could also be considered. She is meeting with departments now on their needs.

Councilor Villarreal thanked her. We have \$350,000 in backlogged projects. There are many roads in poorer neighborhoods in need. She wanted to make sure we are prioritizing funding for that backlog and finding different ways to support it. The vote is also needed to support it.

Councilor Lindell thanked Mr. Brooks. She said it has been absolute pleasure working with him in last few years.

Mayor Webber noted it was important for the public to see the lists in the packet for the summer projects which total \$300 million. That needs to be readily available to the public and the completion of the Gas Tax final report that details \$11 million in paving improvements all over the City in every district, chipping away at the backlog.

Director Wheeler said she was waiting for the dust to settle on the \$1 trillion infrastructure bill and will start investigating it.

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

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

Against: None.

- d. Request Approval of Budget Adjustment Request (BAR) in the Amount of \$750,000 to Purchase a Plow and Sweeper to Maintain Cerrillos Road and St. Michael's Drive for which the City Assumed Maintenance Responsibilities in August 2021. (Thomas Martinez, Acting Streets Division Director, tamartinez@santafenm.gov, 955- 2006)

Committee Review:

Governing Body: 08/11/2021

Ms. Bustos-Mihelcic read the captain. Mr. Martinez was present.

MOTION: Councilor Garcia moved, seconded by Councilor Cassutt, to approve the Budget Amendment Request as presented.

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

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

Against: None.

- e. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021
Governing Body: 07/28/2021 (Postponed)
Governing Body: 08/11/2021

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

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to approve the Partnership with the County as presented.

Discussion on the Motion:

Councilor Villarreal hoped the partnership goes well. She pointed out two typos. Abiquiu on page 5 and on page 6, item 6 participate.

Ms. McSherry said the corrections needed an amendment motion.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to amend the motion to correct the two typos on pages 5 and 6.

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

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

Against: None.

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

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

Against: None.

- f. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$136,059 for the Dawson Park Project. (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 303-9502)

Committee Review:

Public Works & Utilities: 08/09/2021
Governing Body: 08/11/2021

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

MOTION: Councilor Villarreal moved, seconded by Councilor Abeyta, to approve the Budget Amendment Request as presented.

Discussion on the Motion:

Councilor Cassutt congratulated Director McDonald for her work to get this done. The playground equipment was installed last month. She also identified the money to get the improvements done.

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

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

Against: None.

- g. CONSIDERATION OF RESOLUTION NO. 2021-45. (Mayor Webber)
A Resolution Extending the Emergency Proclamation Declared by the Mayor on August 9, 2021, by Forty-Seven Days, Expiring at Noon on September 27, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsberry@santafenm.gov, 955-6961)

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

Councilor Lindell/Councilor Cassutt to approve.

MOTION: Councilor Abeyta moved, seconded by Councilor Cassutt, to approve the PSA Amendment with REDW, as presented.

Discussion on the motion:

Councilor Rivera wanted to make sure the Councilors are examples. He submitted his vaccination record. He heard about it last Wednesday and spoke with HR Director Salazar. As we worked through it, he had more and more questions. He asked Director Salazar if a person is exposed and then gets a negative test, can the employee go back to work immediately.

Director Salazar agreed but added it depends on the vaccination status. Weekly testing is part of this protocol.

Councilor Rivera asked her how quickly she gets the results.

Director Salazar said that depends on the testing site location. We have one rapid test that takes a few hours and another that takes 24 hours. HR does keep monitoring it.

She clarified that if their positive test was from contact or symptom, the employee must wait.

Councilor Rivera asked if that employee would get paid with sick leave.

Director Salazar said it must have the City Manager's approval.

Councilor Rivera asked, if the employee is not approved, could they use annual or sick leave?

Director Salazar agreed, if available.

Councilor Rivera recalled last year, if an employee's positive test came from working on the job, the City provided hotel for quarantine, so they didn't have to go to their family.

Director Salazar couldn't answer that question.

Councilor Rivera clarified that is part of the Family Leave Act.

Mayor Webber asked Ms. McSherry to respond.

Ms. McSherry was, at that moment, freezing up on Zoom.

Director Ochoa said she couldn't speak to the Act but said one main difference is the availability of vaccines and the differences between vaccinated and unvaccinated people. The State was making accommodations available to First Responders, but she was not aware of funds for that now.

Mayor Webber got a text that Ms. McSherry was talking about the same thing.

Director Salazar said the Families First Act has expired. That was an initiative the City put together for City employees. She said the City essentially maintains the same benefits.

Councilor Rivera pointed out that some employees are more at risk like Police and Fire and some others. If they are exposed as part of their normal duties, would the City send them back to their families to continue the spread of infection? Their families need to be safe.

Ms. McSherry explained that CDC is not recommending quarantines anymore but for masking afterward. So it is testing and masking but not quarantine. The major changes are to follow CDC guidance for masking. The City is at the “Substantial” level right now. If we do go back down to “Moderate,” we will be at masking only for everyone and vaccination for everyone. The other major change is to disclose vaccination status or turn in weekly testing results.

Councilor Rivera asked how video testing works.

Ms. McSherry said testing can be done at work or at home. It is very quick to have a witness reading the test results, put it in a package and submit it.

Councilor Rivera noted that some residents have chosen not to vaccinate. If they submit to a test and can track it back to work, how does the City respond to that?

Director Salazar replied that with contact tracing, we spend 30-35 minutes with the employee to find out where they have been. As far as lodging goes, HR is not providing accommodations now.

Councilor Rivera recalled last year members of the Fire Department were put up at the Inn of the Governors for 14 days in quarantine.

Director Ochoa clarified that program that hotels provided lodging free of charge was when Santa Fe had no access to the vaccine. They no longer offer that.

Mayor Webber added that those hotels were closed to the public and they sought ways to be of service because of the rapid outbreak. If we get back to those closures, the hotels potentially could have an interest with empty rooms. There was much gratitude to our First Responders, so it was a matching a problem to a solution.

Councilor Rivera still had a hard time with employees exposed at work and the City just saying good luck - hope it goes well.

The other thing he wanted to know was how those employees that were on 96-128 hours per pay period were afforded administrative leave.

Director Salazar said the policy for those on 96 hour schedule has an equivalent amount for administrative leave.

Councilor Rivera explained he wanted to make sure those employees were covered under administrative leave. He said he would continue to study the policy and knew other questions would arise later. He thanked Director Salazar for clarifying it.

Councilor Garcia observed this order is only for 47 days and then potentially might be continued in the future.

Ms. McSherry replied that if the Governing Body approves, it will be extended 47 days; if not, it ends tomorrow. A new order could be made. This will bring the City's policy to September 27 and the Governing Body could issue a new proclamation on the 29th, if needed, or at a special meeting.

Councilor Garcia believed the pandemic won't end in 47 days. He asked for the employees to know this was for the next 47 days. He asked how the city will track testing of employees who have not submitted their vaccinations or tracking of their vaccinations.

Director Salazar said she has received vax cards from several employees and will ask for others. She said the City monitor the testing of those who have not complied.

Councilor Garcia asked if we are breaking any rules by keeping it confidential from supervisors.

Ms. McSherry responded that she is considering that, but it has not been tested in an insurance context or an HR context. HIPAA does not apply so with IPRA, we can keep it confidential.

Councilor Garcia didn't understand how that could be done. We need the process clearly laid out. He asked if that meant they are given a warning. What is the protocol when someone doesn't comply with the regulation?

Mayor Webber asked if HIPAA changes when there is a discipline after not complying by providing their vaccination record.

Ms. McSherry explained this is a safety regulation and not about provision of medical care or insurance coverage.

Mayor Webber asked Manager LaPan Hill to comment.

Manager LaPan Hill went back to Councilor Rivera's point how complex this is. We have followed the lead of many other municipalities. We encourage vaccinations. But if they don't vaccinate, we can monitor testing. We are working on a guidance supplement to detail it all. That should be

out tomorrow. Any discipline follows our HR policy as conditions of employment.

Director Salazar agreed. It would be like any employee that does not comply with the mask requirement.

Councilor Garcia thanked her and agreed it is complicated. He wanted to make sure we are supporting employees while keeping the community safe.

Councilor Lindell asked if the City has current numbers on percentage of employees who are vaccinated.

Director Salazar said the data is trickling in. We will have a report by tomorrow afternoon.

Councilor Lindell urged all people to get vaccinated and especially encourage those we work near to get vaccinated. We know that is a way to get out of this. Seeing our employees come down with this variant is heartbreaking. This is debated every day in the news, and we don't need to debate it here. Just get vaccinated. She didn't want any of our city family to be lost to this variant.

Manager LaPan Hill said prior to Monday, we didn't ask or know who was vaccinated. Tomorrow will be the first day the data would be available.

Councilor Vigil Coppler asked who pays for the weekly tests on employees not vaccinated.

Manager LaPan Hill replied there are several free tests for the employee.

Councilor Vigil Coppler asked if they need to take their own time off to test.

Director Salazar said administrative leave can be used with approval of their supervisor.

Councilor Vigil Coppler wondered if many people who get tested must show an insurance card.

Director Salazar was not sure insurance is even billed.

Councilor Vigil Coppler said she talked with a few employees recently whether they must provide their insurance cards. The question was asked if it is mandated, whether the City has considered bringing testing equipment to the employees.

Director Salazar thought onsite testing will evolve as we continue to discuss it.

Councilor Vigil Coppler thought when it is mandated by the employer, the City needs to provide the testing. She pointed out that not all employees are on the City health insurance. Employees have property rights, and we must make easy testing available. With testing on-site, it is much easier. We should not create extra problems for them with this mandate but should minimize the difficulty for them and hope to get a fully vaccinated workforce.

Councilor Cassutt asked if it is the State or federal government that makes testing free.

Ms. McSherry thought it was a State Order, regardless of insurance coverage. She has been tested several times and all are free.

Councilor Cassutt agreed. It could even be ordered and take the test at home and mail in or send by UPS the result.

Ms. McSherry said it is UPS.

Councilor Cassutt asked how the City can be fair to employees if someone is not wearing a mask and not getting vaccinated. It is less severe with employees who have been vaccinated, but they might have unvaccinated children at home. Employees who don't want to test are affecting other people and makes it more complicated. The risk you choose for yourself is the risk you choose for our entire City. It makes the conversation even more complex. Vaccination is how we get out of this roller coaster. There will be more variants. And one may thwart our vaccine. If you can get safely vaccinated. Some cannot and we need to protect them. That's where we are.

Councilor Cassutt was very much in support of this resolution. She thanked everyone for the thought processes. Three weeks ago we were ready to roll out everything. So it is hard for everyone. She sent in her vaccination card today, too.

Mayor Webber agreed. The Delta variant changed everything and is excruciatingly painful. Think of all the progress we made and now the Delta variant made it all riskier. People know it is the right thing to do vaccination, masking, and testing. It will evolve. We will work on ways to make testing easy and fast. This is our effort to lead in our City to do the right thing for our people.

Councilor Rivera asked Ms. Salazar if there are times, we can send people to Christus for a test. His daughter went to their outpatient department and was told she needed a referral. If they require a referral, that might make it harder to do.

Director Salazar had not heard of anyone needing a referral. It should not be the case.

Mayor Webber said the City is not sending anyone anywhere and not actively referring them to any place.

Councilor Rivera understood but pointed out we are telling people the test is free and if they go to Christus that it could cost a copay to see a doctor.

Councilor Cassutt agreed that they do require a referral. Her doctor did a televisit with a copay but with her son, they did not impose a copay. That is sad. There are several places to go for free, like DOH, CVS, etc. So guidance needs provide some of that information on where those testing sites are. Also, she had a hard time navigating the DOH website.

Director Ochoa agreed there are many free options but as Councilor Rivera said, there are other requirements, and we need to let people know. We are working with the County, City, Schools and DOH on digestible information like Youtube.

Councilor Rivera stated that if City employees are required to be tested, the City should give administrative time for them to get tested.

Director Ochoa agreed.

Director Salazar added that several departments have minimum staffing levels so that must also be worked out.

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

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

Against: None.

Amendment to the Agenda

At 7:20, the Governing Body considered an amendment.

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to amend the agenda, to go directly to Petitions from the Floor and then return to this place in the afternoon agenda.

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

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

Against: None.

19. PETITIONS FROM THE FLOOR

Ms. Bustos-Mihelcic said no individuals had raised their hand to make a petition from the floor.

The Governing Body returned to the place they left off in the afternoon agenda.

- h. **Request to Publish Notice of Public Hearing on September 9, 2021.**
Consideration of Bill No. 2021-18. An Ordinance Removing Section 20-6 Relating to Marijuana and Marijuana Paraphernalia Possession. (Mayor Webber) (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov, 955-5195)

Committee Review:

Introduced: 07/28/21

Governing Body (request to publish): 8/11/21

Finance Committee: 08/16/21

Public Safety Committee: 09/17/21

Quality of Life Committee: 08/18/21

Governing Body (public hearing): 09/08/21

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

MOTION: Councilor Cassutt moved, seconded by Councilor Garcia, to approve the Notice of Public Hearing as presented.

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

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

Against: None.

12. MIDTOWN OVERVIEW

- a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, 955-6625)
INFORMATION ONLY

Information Presentation Topic: July Planning Session Debrief Report

Presenters: Daniel Hernandez, Midtown Redevelopment Project Manager

Director Burnett gave a brief introduction and Mr. Hernandez gave the biweekly update that focused on action items the team is moving forward.

Mr. Burnett shared his screen, but Mr. Hernandez was not in the attendee room.

Councilor Rivera said he saw a chat that Mr. Hernandez had left the room.

Mayor Webber tried to reach him by phone. Perhaps he anticipated a lengthy petition time.

At 7:30 pm, the Governing Body took a ten-minute break, while waiting for Mr. Hernandez to join the meeting for the report.

The Governing Body reconvened at 7:44 pm and Mr. Hernandez was present.

Mr. Hernandez reported they had workshops in July at the Convention Center and one at the Midtown Campus. He shared his screen showing nine actions of the March 2021 Action Plan and then three goal areas that were set in 2018 by the Governing Body.

The Team is now building on the Listening Sessions held in July 20-22 that included a Midtown Site Walk.

The Plan includes coming to the Governing Body for approval of the Development Plan and Zoning Plan in October 2021.

He explored a possible use for a new City Hall to be used for more than for government work. A second option was to build a new City Hall adjacent to the Midtown property.

The Plan includes marketing the site for film offices and expanded operations of the Midtown Garson Studios and re-use of the Visual Arts

Complex to create a Community Arts and Culture Hub. They will issue an RFP after September for the Arts Complex.

He said the Midtown Community Development Plan addresses community priorities and has requirements for development within the Midtown District. They will use as guide the US Green Building Council – Leadership in Energy and Environmental Design for Neighborhood Development.

Mr. Hernandez shared a Calendar for Planning Sessions. It had:

Sept 22 – City Planning Staff meetings.

Sept 23 – Public workshop – Open Studio at Southside Library

Sept 24 – Public workshop at Higher Education Center

Sept 25 – Public Workshop at Higher Education Center

He concluded the progress report.

Councilor Garcia said he went to two sessions in July. He enjoyed them but felt they were just biting at the tip. They ran out of time before having all people speak. Hopefully the process will be refined in the future because there was only time for one question to be addressed. He was very concerned with the demographics. There was one session in late afternoon and one after lunch. Only about 2-3 people were under 50 years old, which is not the demographic makeup of the City.

He asked what process was used to determine what floated to the top and what evaluation was used to determine what floated to the top.

Mr. Hernandez said a lot of things come to play. But the five they put together were the things they keep hearing. He added that he listens at other places where people talk to him. Jobs, AH, public library, community arts and culture, those were uncontested in every forum and some others were contested

Councilor Garcia recalled there was a map with color coded buildings and workshop participants were asked what buildings should be kept. They were prompted by that question. Other organic material was added but he wondered how the Team could determine it as quality data.

Mr. Hernandez said, as a planner, He begins to hear what resonates. We have heard from lots of people for input. He looks for the con and it might not happen at just one meeting.

Councilor Garcia pointed out that the people who work couldn't be present. He asked when that outreach will be undertaken. Any update on that?

Mr. Hernandez said yes. They are getting a calendar of events completed in the next two weeks for a series in October and November. There were also informal meetings that happened. And people asked to be told how they can participate. We want to give them a planning packet to share with friends.

Councilor Garcia looked forward to that. He asked when the planning for engagement sessions, led by Councilors is scheduled. His major concern was that it puts him in a tough space to vote on anything in October. It will be hard to accomplish in the next two months. We need to look at that date. Nothing prevents us from putting that in November.

Lastly, he was concerned on the Wednesday, Thursday, Saturday schedule. For weekday meetings, he asked about provision of childcare. He remembered the one Chainbreaker conducted on a Saturday that had over 100 people present. And they provided childcare and lunch. When you want more people at the table, more amenities are needed.

Councilor Cassutt had concerns about DPAC. She asked if Mr. Hernandez could get them to come and how that process is unraveling. They need to make sure there are several types of opportunities. And how is DPAC folding in for a better picture to help the public see.

She was curious to know how the onsite session on a Wednesday night turned out.

Mr. Hernandez said they did some demographic data on it, and he would send that to her.

Councilor Cassutt thanked him. She had a couple of things come up on the City Hall piece. It is an interesting idea to have the City Hall reimaged at the Community's Center. She was lukewarm on the subject. She could see benefits there at the geographic center. And wondered what a 21st century City Hall would look like. She agreed that childcare is important. Childcare during City meetings and now at City Hall, she was not sure there is a room she would like her 3-year old to be in. It is an incredible need in our City and should be part of early conversations on City needs.

She would like to see the collection of all the data fleshed out a little more. She understood a variety of events will happen. How do we take all types of engagement and roll them in? She had heard in her group that Santa Fe doesn't need any more art galleries and the very next group said what

we need are more art galleries. So it will be interesting how you use these different forums.

Mr. Hernandez loved hearing that. There are lots of aspirational things people say in the breakouts.

Councilor Cassutt said a metropolitan development area has been mentioned several times. She asked if that was an economic development piece.

Mr. Hernandez agreed. It will be part of the program on metropolitan redevelopment. He wasn't sure when it would come up, but he is working on a timeline with the strategic group and will be more specific on it later.

Councilor Cassutt thought September should be good for events outdoors. Given COVID unpredictability, it is possible that outdoor spaces might be better for gathering than indoors. There is much value in in-person events such as side conversations that happen. In scheduling, -a lot of people who work but for some, it is not 9-5. So different schedules should be considered. Evenings and weekends might be more accessible but people working at night might be gathering more during the day.

Mr. Hernandez agreed, and they are trying to think of every avenue we can take.

Councilor Villarreal said this presentation didn't have new information, but some was reaffirmed. She was less happy about the community outreach. And it didn't follow the plan. There was a problem in parking for free at the Convention Center. One Tuesday was eliminated. The point for her was that we are not utilizing DPAC. Opticos is not an expert in community facilitation. And she didn't go to any of them because she had to work and had QOL Committee on Wednesday night. Opticos is not the right group to do this. On Wednesday night, there were more staff there than community folks. We were never told Opticos was going to lead that process. That was not their role. DPAC has been the lead group working with community partners.

Mr. Hernandez said DPAC's role was to create the process; not implementing it. It was never said they were the only ones to do facilitation.

Councilor Villarreal said the Team should not have used Opticos. Opticos has other expertise. DPAC and their relationship with community organizations should have been used.

We need to utilize existing partnerships and use their networks. She heard DPAC say they would not have done it that way. We should piggyback on

their events. She really didn't like how this was structured. She wanted to understand how the Midtown session will be incorporated into the planning.

Mr. Hernandez said he will talk with DPAC about it.

Councilor Villarreal and there are also time constraints. She liked the information presented tonight and glad we are moving forward. It just sounded like we were just going through the steps. Opticos could not even answer questions. So she didn't want to see Opticos working on that anymore. There was a reason for having DPAC. She felt like we veered from the plan.

Councilor Vigil Coppler related to what Councilor Villarreal just said about engagement. She wasn't sure why things occurred that way. She thought we are being more reactive and less proactive. We need to take the time to consider everyone. We need to consider every angle and not leave anyone out. She hoped we can be more inclusive in scheduling. She asked about the demographics of those who attended. Last time we got almost no Hispanic people from low income communities. She wanted that to happen now with information loaded onto Prime Gov on who we were reaching. We didn't get any except from Councilor Garcia. She would like to see demographic information where available in documentation on PrimeGov.

She noted that Mr. Hernandez did provide this to EDAC today at 11:00 a.m. Two attachments were loaded for EDAC and only one came here. She didn't know what was wrong with having attachments the public doesn't see. That needs to be available to the public. At EDAC, the panel asked and asked here, what is happening with the adjacent parcel.

Mr. Hernandez didn't have that information available. He thought maybe Legal has it.

Councilor Vigil Coppler thought we heard the State was not interested in exchanging anything on their pieces of land.

Mr. Hernandez said he was not the person who can answer that.

Councilor Vigil Coppler wanted to hear how we can plan around those parcels.

Mr. Hernandez understood and said that happens all the time, so plans need to be flexible for that. We do know there is some State interest in the property. He just could not update it.

Councilor Vigil Coppler thought there was a pool in the fitness center.

Councilor Lindell agreed there is a swimming pool in there.

Councilor Vigil Coppler thought that could be another recreational offering for our youth. It would be good to use it for the community.

She gave one more point. It feels like we are going nowhere as Councilor Villarreal said. The attachments do look rather the same. And we need the other part of the detail that we don't discuss as often. What will happen? What is the sentiment? What do people think about those things? She went there and it seemed there was no rhyme or reason to the traffic in there. It is an odd configuration. What will happen with the tennis courts? These are the little details that interest her. The barracks interest her. People who grew up here want to know what is happening to their campus.

Mr. Hernandez said he did take notes. I just texted Mr. Burnett, who said there is no swimming pool in there now. He promised to work on the demographics.

Mayor Webber was puzzled when Councilor Vigil Coppler said Mr. Hernandez's packet was not there. There is a memo above it, and you might not have scrolled down far enough for the slides, but it is about that memo.

Councilor Lindell said the pool is there. She said she went to one of the sessions and didn't know why we can never have a satisfying community process. She was not going to vote to continue to do this again and again. DPAC was hired to do this, and it appears they turned it over to someone else In our packet tonight, on page 10 of 15 and number 7 in the slides. She asked who put those projects together. She referred #5 – reused Visual Arts Center and asked if the Governing Body ever talked about that. How have we determined each one of these projects? This project is moving along on its own without much input from the Governing Body. Everyone wants to get it right, but we would be at it two or three years to satisfy the community process. We don't get the people in the rom we want in the room. We can't get people there who don't want to be there.

We can keep doing this, but everyone is frustrated with where it is going, and it continues to cost us vast amounts of money. "Did a committee outside the Governing Body decide on these? Or maybe I was absent when the Governing Body decided on it. This feels like it is turning into the tail wagging the dog."

Mr. Hernandez said these projects had a lot of consensus. This is low-hanging fruit everyone recognized. We are no longer into visioning or waiting on ideas. It is the time to move on with them. We know what

buildings should be kept and know there is infrastructure work to be done. We are working assertively on what is to be included in the package in October. And we are directing staff to work on with a zoning application and development plan. In October, the Governing Body will be voting on those. So you will see a complete package.

Councilor Lindell didn't think there is a consensus of the Governing Body at all. We don't have consensus on the community process. DPAC needs to be here at all these meetings.

Mr. Hernandez referred to Slide #2 and said Director Brown presented all five items to the Governing Body on March 26.

Councilor Garcia said these are 9 items that the Governing Body has not voted on.

Councilor Abeyta asked Mr. Hernandez if at any point the Team has done any polling, or called people, or knocked on doors.

Mr. Hernandez said none that he knew of.

Councilor Abeyta said, "You can define what you want, and people don't get paid until they reach those benchmarks. They keep going until they get the responses." He agreed with everything being said. We can have meetings at night and weekends. We might just be in a point where the public does not have Midtown as a priority. Maybe that is an element that must be considered.

Councilor Rivera said he went to one of the meetings and less than ten people were there. While Chainbreakers can get more than ten people and that would give us more interaction, he didn't think few people should decide what happens in Midtown.

He also talked with the interpreters who said they had no one to interpret to.

Mr. Hernandez said he would bring that to the DPAC team. DPAC is our community engagement team. He mentioned the other entities who were part of the team and thought they all should be there.

Councilor Rivera hoped we can engage more people and more Spanish speakers can be involved.

Councilor Vigil Coppler expressed concern for the sentiments of Councilor Lindell on whether we voted on any of these things. We did not vote on the decision tree either and that should have been done by this Council. There

were three options, one of which was to go back to the others who expressed interest. This Governing Body has policy making authority and this is one of the biggest policies to make and she didn't want it overlooked. "Sorry Mr. Hernandez. You are here today. We are paying attention, and this is our responsibility."

Councilor Villarreal said to Councilor Abeyta that the door knocker groups do this best. We need to change up the structure.

Mayor Webber said he was there Wednesday night when the site was used. There was food and there was a sense of people coming together with shared feelings and experiences. DPAC was working the hall. There were not more staff people than residents in the room. He was at the tables with people working the maps. It was not the big end all, but it was a good opportunity. Interpreters were present and it was a very convivial meeting. People enjoyed each other there. People came together and said what they valued for this site and what it could be. They do provide a window for people who can attend. So it was a lot of good advice and suggestions, and Mr. Hernandez was taking copious notes to share with the team.

Mr. Hernandez really appreciated the comments tonight.

13. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill acknowledged that we have handled COVID and thank all the team who are working. They pivoted on a dime. Doesn't mean there were no mistakes, but the team has answered the tough questions. Thanks to Director Ochoa.

Councilor Rivera asked if we could adjust the agenda and move matters from the City Attorney later.

Mayor Webber said a person will be advising us in executive session and we need to check on their availability.

Ms. McSherry said she has been advising the consultant on that. It won't be long, but it is outside counsel.

Mayor Webber understood, so we can go to it soon.

Ms. McSherry hoped so.

14. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion of, DNM No. 1:19-CV-01105. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt, to go into executive session, pursuant to Section 10-15-1 (H) (7) of the Open Meetings Act to discuss pending or threatened litigation in which the City of Santa Fe is or may become a participant.

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

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

Against: None.

The Governing Body went into closed executive session at 9:09 p.m. The executive session ended at 9:25 p.m.

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt, pursuant to the Open Meetings Act, Section 10-15-1 (F), to reconvene in open session and to state for the record that the only matters discussed were limited to those listed on the agenda for closure.

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

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

Against: None.

The Governing Body reconvened in open session at 9:27 p.m.

15. EXECUTIVE SESSION ACTION ITEMS

There were none.

16. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic had no matters to report to the Governing Body for this evening.

17. **COMMUNICATIONS FROM THE GOVERNING BODY**

Councilor Rivera had nothing to communicate.

Councilor Cassutt said, "Vaccinate, wash hands, mask up, distance. I can't underscore that enough to prevent the surge from getting worse. Stay save everyone."

Councilor Garcia gave a shout out to the kiddos being resilient. There are cases in public schools. They have not spent much time with other kids for 15 months. To follow up on his request last week for getting an update on the audit, the City Attorney clarified earlier that we could not get a briefing in executive session, so he requested an update be given at the regular meeting of the Governing Body. He believed that was critical. He made the request over a month ago and we got a letter from the State Auditor of the delay, it came to each of us, and we will be held accountable. We need to be part of the process at each step of the way, so he requested the update be put on the agenda for the next Governing Body meeting with ability to ask questions then.

Councilor Lindell echoed Councilor Cassutt: please get vaccinated. Think about it for the kids in school and family members. Again, she pointed to the amount of paving Public Works has gotten done this year. It is truly amazing and more than any other year she has been on Council. She played golf in the Chamber of Commerce Golf Tournament. It was a lovely day and fun being at Links de Santa Fe Golf Course and she appreciated all the work the crew put in for the tournament. The place was packed.

Councilor Vigil Coppler reiterated her earlier comments on the agenda. She would like an update on the current status of external audit and that it be put on the next agenda, for August 25.

Mayor Webber said he would take it up with the Finance Director and City Manager.

Councilor Vigil Coppler asked Ms. Bustos-Mihelcic about the State putting drop boxes for the election and what the City Clerk's plan for that was.

Ms. Bustos-Mihelcic said she was reviewing the MOU the County Clerk sent with she proposed locations and they are meeting tomorrow to review that. She had one at the Rodeo Grounds, boxes on Federal, another near the Convention Center and a box at the Southside Library.

Councilor Vigil Coppler was in full support of that. She gave kudos to Rick Espinoza and his team for cleaning up at the Cross of the Martyrs. She knew it happened very early in the morning, but the Governing Body didn't get an email about it until 3:00 in the afternoon. With the dignity and decorum of our position in local government, Councilors should be one of the first to know. She knew it from Facebook but there was no official notice until 3:24 pm. And most people got it in the New Mexican. She would just like Councilor status be elevated to the right position that the Charter and ordinances give us.

Councilor Villarreal said she has asked numerous times to get an update on how the City is rolling out our federal infrastructure money.

Manager LaPan Hill said we went through a process and are waiting to hear officially from the US Treasury and will go through Finance on what we can use the money for. There are different rules for each category, and we must reorient on what the money can be used for. She didn't want to use the wrong words about any of it. We must wait for Treasury guidelines.

Councilor Abeyta had nothing to communicate.

Mayor Webber commented on emails sent in the afternoon about the incident at the Cross of the Martyrs. It was on the anniversary of the pueblo revolt, but it isn't right to celebrate it with desecration of city symbols. They were cowards and the police are investigating. What did not get in the newspaper was that someone else graffitied a porta potty in an escalation of division rather than bringing people together for civil discussion on the City and our future. It is not just Native Americans or Hispanics. He mentioned covenants created to prohibit African Americans or Asian Americans. It is important for all constituents to get behind a critical dialogue to denounce all kinds of divisiveness. We need cooler heads to prevail. It is all unacceptable behavior and stoking anger, and we should not allow ourselves to be silent on it. Please speak out and please join in on a way to solve it in our City. The desecration is being investigated by the Police Department.

EVENING SESSION – 9:46. P.M.

18. ROLL CALL

Members Present

Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt
Councilor Michael J. Garcia
Councilor Signe Lindell

Councilor Christopher M. Rivera
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Councilor Carol Romero-Wirth

19. **PETITIONS FROM THE FLOOR**

Petitions from the Floor were considered earlier in the meeting.

20. **APPOINTMENTS**

There were no appointments.

21. **PUBLIC HEARINGS**

- a. **CONSIDERATION OF RESOLUTION NO. 2021-46.** (Councilor Rivera, Councilor Vigil Coppler, Councilor Romero-Wirth)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions From August 11, 2021 to September 9, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, AIC Fire Marshal; ggriego@santafenm.gov, 955-3317)

Committee Review:

Introduced: 07/28/21

Quality of Life Committee: 08/04/21

Governing Body: 08/11/21

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

Mayor Webber went to the attendees for anyone who wished to speak to this item.

Stefanie Beninato was unmuted and said she had wanted to speak under Petitions from the Floor but couldn't get to her button in time and now, could not remember what she wanted to say about this public hearing.

There were no other speakers from the public regarding this matter.

Mayor Webber closed the public hearing.

Councilor Lindell/Councilor Villarreal moved to approve.

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the Resolution as presented.

Discussion on the Motion:

Councilor Rivera commented that it is going to take a lot more rain than we have been receiving to allow the restrictions to end.

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

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

Against: None.

Councilor Villarreal asked to be listed as a cosponsor.

- b. CONSIDERATION OF BILL NO. 2021-14. ADOPTION OF ORDINANCE NO. 2021-14. (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: jbg Guillen@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

Governing Body (Public Hearing): 08/11/21

Ms. Bustos-Mihelcic read the caption for this item. She noted that this was a public hearing at the last Governing Body meeting. Director Randall and Mr. Guillen were present.

Staff Presentation

Director Randall presented this matter. He noted this was discussed on August 2 and postponed. There is now an amendment to the original

ordinance. The original ordinance was for no less than a six-month lease and the amendment deletes the minimum term. Most of the other items brought up at that meeting related to prior requirements that needed to be done in a different order.

Mr. Guillen offered to answer questions.

Public Comment

Michelle Henry identified herself as an attorney representing La Boca the restaurant across from City Hall. Thanks for all you are doing. Outdoor dining is a life saver, and we look forward to continuing outdoor dining. Many diners prefer outdoor dining, given the pandemic It is good for the streetscape too. There were many questions at the last hearing, and we appreciate the responses given by the City Attorney. We will do everything we can to deal with the issues and will report back on any problems after seeing how it goes. We urge your support. Thanks again.

Stefanie Beninato wondered how short these leases would be. They are not on streets but on sidewalks, as she understood. So she asked how short they will be to accommodate pedestrians. That clarification would be helpful to the public.

There were no other public speakers and Mayor Webber closed the public part.

Councilor Lindell/Councilor Villarreal – to approve.

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the Ordinance amendment.

Discussion on the Motion:

Councilor Vigil Coppler wanted clarification on this amendment. Last time there were many issues raised. This is different than what we talked about last time. Last time, it was the conflict between use of restaurant space on City streets vs. traditional markets on the Plaza. This is not that issue is it.

Director Randall agreed. The only change to consider was the amendment in the packet. The City Attorney advised that priority of use that everyone agreed was important needs to be a separate change rather than in this ordinance. That is what he heard she said.

Councilor Vigil Coppler pointed out that Indian Market is upon us and that was related to how she would vote on this amendment. She asked if the Indian Market would get their booth space. They have first rights to it. Will

the restaurants have to relinquish their space so the Indian Market can use that space?

Director Randall understood that this year, restaurants will remain in place and the City Attorney and City Manager will work it out. The booth space assigns all spaces with the restaurants remaining there.

Councilor Vigil Coppler said all Councilors got a letter from some who were unhappy about that. What kind of mediation happened?

Director Randall said the letter did not come to him and no one from Indian Market contacted him.

Councilor Vigil Coppler surmised that Lincoln was lost all the way for the Indian Market that historically the Indian Market had a right to use in the same ordinance, as was advised by the previous City Attorney.

Mayor Webber said he spoke with Mr. Teagarten, Chair of Indian Market. The circumstances are a bit different this year due to COVID. Several artists are very concerned about being at Indian Market this year. Mr. Teagarten did not see any serious conflict that would cause artists to be at odds with restaurant locations. Going forward there will be more time for negotiations to have everyone respected. It was reassuring to him that this year, they are not feeling a loss or giving up anything that would penalize them.

Councilor Vigil Coppler was not in favor of people (at the Market) losing what they have had for many years. She felt that was important. Regarding the restaurants being there next time, that street is supposed to be open and have the street opened every year at that time.

Councilor Garcia said he and Councilor Lindell have been trying to work to resolve it. It is a new business practice and in conflict with our ordinance. However, that is not the topic for tonight.

Councilor Lindell thanked everyone who worked on this and especially with Councilor Garcia. We were headed in the same direction and got derailed by mixing up our ordinances but made a commitment to keep working on it.

This has been such a life saver for restaurants who suffered through the pandemic. She recalled Councilor Cassutt brought up the percentage occupancy in the rough times This offered some opportunity for them to get through the pandemic. She appreciated the cooperation of Downtown Merchants. It is good for the City and for small businesses. She took a

photo of people dining outdoors at a restaurant and it looked like great fun, so we are going to continue working on it.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Ordinance amendment as presented in the packet with a review in three years.

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

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

Against: None.

Mayor Webber agreed with what Councilor Lindell said about planning something that is constructive and economically beneficial and to Director Randall for coming up with creative solutions. Most spaces were preserved, and we need to continue with that process and should not have to have an either/or for our traditional festivals by working out this hitch.

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

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

Against: None.

c. CONSIDERATION OF BILL NO 2021-15. ADOPTION OF ORDINANCE NO. 2021-15. (Mayor Webber)

An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 in an Aggregate Principal Amount not to Exceed \$14,745,000 for the Purpose of (1) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B and Maturing On and After June 1, 2022; (2) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A and Maturing On and After June 1, 2022; and (3) Paying Costs of Issuance of the Series 2021 Bonds; Calling for the Redemption of the Outstanding Series 2010B Bonds and Series 2012A Bonds; Providing that the Bonds Will be Payable and Collectible from Certain Gross Receipts

Tax Revenues Distributed to the City; Approving the Selection of an Underwriter and Forms of a Preliminary Official Statement and a Paying Agent Registrar and Depository Agent Agreement; Delegating Authority to the Mayor or, in the Mayor's Absence, the City Manager or Finance Director, to Approve the Final Principal Amount, Interest Rates and Other Details of the Bonds Within the Parameters Set Forth in this Authorizing Ordinance, and to Execute and Deliver a Bond Purchase Agreement for the Sale of the Bonds to the Underwriter; Proving for the Collection of Certain Gross Receipts Tax Revenues; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing all Ordinances in Conflict Herewith; and Related Matters. (Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

Committee Review:

Introduced: 06/30/21

Governing Body (Request to Publish): 07/14/21

Finance Committee: 07/19/21

Public Works and Utilities Committee: 07/26/21

Governing Body (Public Hearing): 08/11/21

Ms. Bustos-Mihelcic read the caption for this item (long item). Mr. Fluetsch was present for it.

Staff Presentation:

Mr. Fluetsch introduced and dealt with the implications for this Ordinance.

This ordinance will allow us to refinance at currently very low rates. One of them is the Railyard Infrastructure Fund and GRT CIP Bond which will be approximately \$1.2 million. It complies with our debt policy on refunding bonds, and he would like to go to market soon.

Mr. Peter Franklin, Bond Counsel, was also present for this item and apologized to the City Clerk for the very lengthy title.

Public Comment

Ms. Bustos-Mihelcic said there were no speakers from the public for this item.

Mayor Webber closed the public hearing portion of this matter.

Questions and Discussion from the Governing Body

Mayor Webber reasoned that this is not refunding but refinancing the bond debt at a lower rate.

Mr. Fluetsch agreed. It is to save on interest payments.

Action of the Governing Body:

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Ordinance as presented.

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

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

Against: None.

- d. Public Comment and Approval of Amendment No. 2 to the 2019 Annual Action Plan. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).

Committee Review:

Governing Body: 07/28/2021

Ms. Bustos-Mihelcic read the caption for this item. Director Ladd was present.

Staff Presentation:

Director Ladd gave an overview of this item. The annual action plan describes the use for CDBG funds. And if plans change, it must be amended. And this is second amendment to the 2019 plan for the second round of Cares Act fund. Santa Fe used \$316,000 in the first round for the shelter and this larger proposed use is to launch at Santa Fe Suites. We should have received this when we got the Cares Act money. HUD gave us more time that the State also did. We will amend the public participation plan and use it for that purpose. Council will be able to review it. Today we don't have to be as specific. The advantage to not doing it right away is that the project has been operational for a while, and we can see where the gaps develop. The system as a whole is okay, but it is a system issue to be worked out and homeless people can make the transition from being on the street to being housed here. It can be used to support some of the rent too.

Public Comment:

There were no public comments.

Mayor Webber closed the public hearing.

Action of the Governing Body:

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve Amendment No. 2 to the Annual Plan as presented.

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

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

Against: None.

22. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:24 pm.

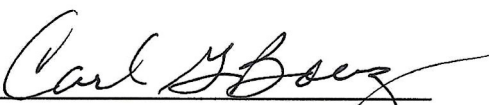
Approved by:

Mayor Alan Webber

ATTESTED TO:

Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:



Carl G. Boaz, Council Stenographer

**GOVERNING BODY MEETING
EXECUTIVE SESSION
August 11, 2021**

The Governing Body of the City of Santa Fe met in an executive session duly called on August 11, 2021 beginning at 9:11 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion of *City of Santa Fe v. Purdue Pharma, et al.*, DNM No. 1:19-CV-01105. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

PRESENT

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

STAFF PRESENT

Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Kristine M. Mihelcic, City Clerk (Attended Virtually)
Matthew McCarley, Outside Attorney (Attended Virtually)

There being no further business to discuss, the executive session adjourned at 9:27 p.m.

Kristine Mihelcic

Kristine Mihelcic (Aug 19, 2021 16:01 MDT)

Kristine M. Mihelcic, City Clerk

MIDTOWN

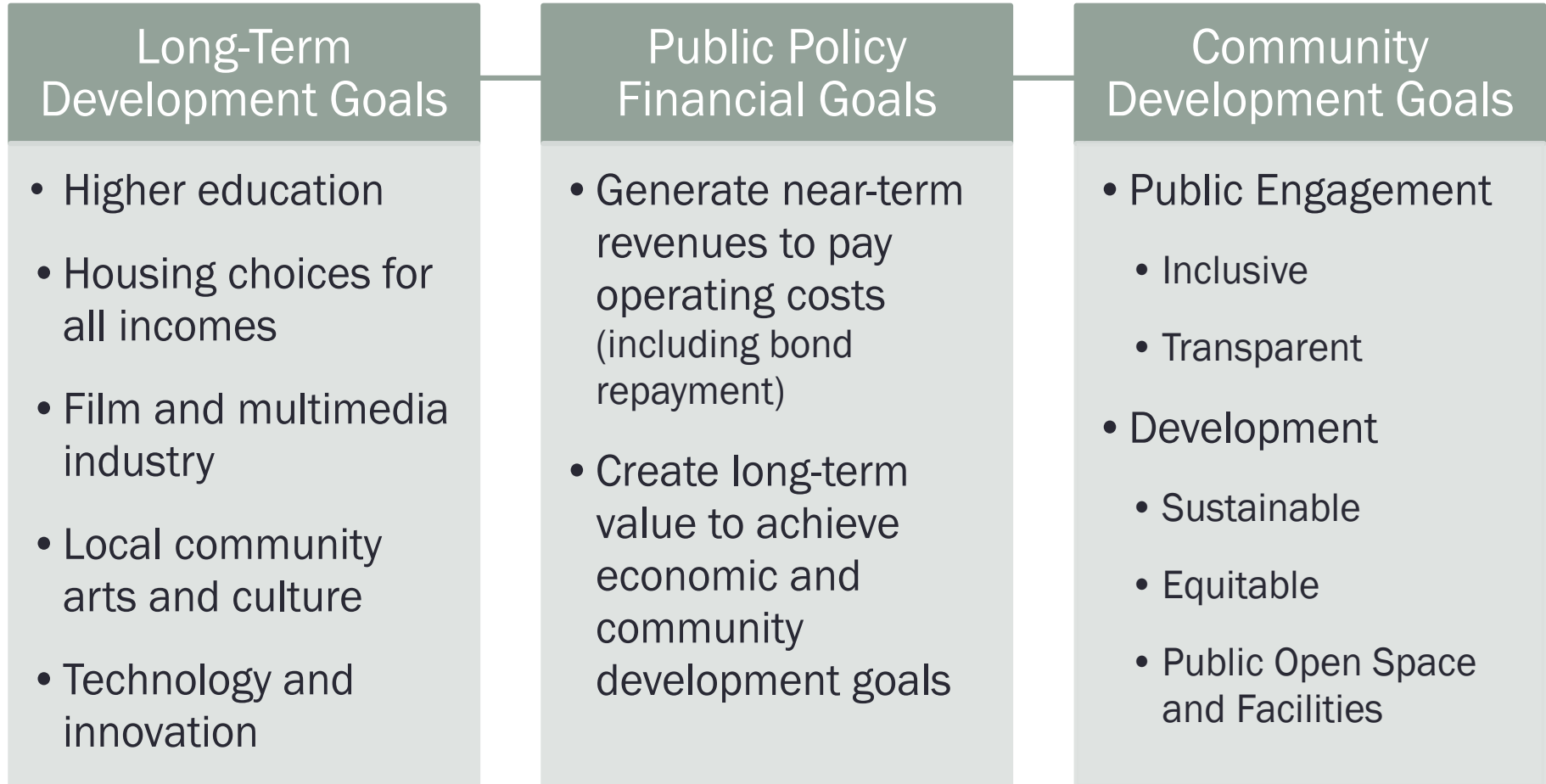
SANTA FE



NINE-STEP ACTION PLANS

1. City As Master Developer (Cancel RFEI Solicitation)
2. Rezone Site (Development Framework Plan)
3. Plan for Infrastructure
4. Reuse Existing Buildings for Community Purposes
5. Prepare Site and Buildings for Reuse and Redevelopment
6. Promote Garson Studies Complex
7. Identify Parcels for Mixed-Income and Affordable Housing Development
8. Access and Establish a Public Funding Mechanism
9. Engage the Public for Development Planning

Midtown Santa Fe: Goal Areas



Based on the Midtown Planning Guidelines approved by the Governing Body in 2018

Predevelopment Planning Phases

...standard practices in large scale public private development

CONCEPT PHASE: *CREATE A VISION (get to know the site)*

- Agree on shared vision and set of goals
- Develop conceptual ideas for the site

PLANNING PHASE: *CREATE A PLAN (based on the Concept Phase)*

- Regulate land uses and a development framework
- Establish a community development plan to ensure community and public policy objectives

IMPLEMENT THE PLAN *(regulated development based on approved plans)*

- Develop projects with mission-oriented developers that can achieve public goals.
- Create a structure that provides for ongoing public planning and programming

Governing Body passed Resolution 2018-54

- **approved the Midtown Planning Guidelines that included a vision and set of goals for the LINC and Midtown District**
- Reach out to local interest groups to further refine the vision
- Plan how the Midtown Property should develop physically to better integrate the inner campus with the neighbors through improved visual and physical access

Governing Body passed Resolution 2018-54

- **approved the Midtown Planning Guidelines that included a vision and set of goals for the LINC and Midtown District**
- ...plan how the Midtown Property should develop physically to better integrate the inner campus with the neighbors through improved visual and physical access
- ...the city will continue to seek public input and conduct outreach in the Planning Stage to augment the outreach conducted in the Concept Phase to better reach people and communities who are underrepresented in the Concept Phase research results, and attempt to reflect the demographic makeup and needs of the City's residents, communities and neighborhoods

Governing Body passed Resolution 2018-54

- **approved the Midtown Planning Guidelines that included a vision and set of goals for the LINC and Midtown District**
- to “collaborate with community organizations that represent and/or serve workers, renters, low-income homeowners and/or people experiencing homelessness and/or displacement as specifically related to upcoming and ongoing planning processes” (Residents Bill of Rights Resolution – 2015-65)

City Staff Implements Resolution

City procured the UNM Design and Planning Assistance Center to:

- bring both an academic analytic policy approach aligned with a commitment to community development
- to test a promising public engagement approach, which was to literally collaborate with local community organizations to co-create and implement a robust, inclusive, and fun public engagement process

City Extends its Commitment

MIDTOWN STIPEND PROGRAM

- City recognized the need to help support local organizations to do this work, and established a Midtown Stipend Fund to compensate valued local organizations and expertise in collaboration with the City.
- Testing a new approach usually brings unforeseen challenges. But, since the City started this, staff is hearing about other cities approaching public engagement in a similar way, in partnership with, and by supporting, local civic organizations to do this important democratic work.

Public Engagement Consultant & Partners

DESIGN & PLANNING ASSISTANCE CENTER

University of New Mexico
School of Architecture + Planning

MIDTOWN ENGAGEMENT PARTNERS

Chainbreaker Collective

Earth Care

Little Globe

Santa Fe Art Institute

Youth Works

Midtown Planning Sessions

LISTENING SESSIONS

July 20, 21, 22: Tuesday-Thursday

Tuesday: City Staff and Planning Consultant Team (all day)

OPEN PUBLIC SESSIONS

Wednesday: 9:00am - 4:00pm (Convention Center)

Evening: 5:00pm - 8:00pm Site Walk, Presentation, Workshop (Midtown)

Thursday: 9:00am - 4:00pm (Convention Center)

WORKSHOP SESSIONS

September 23, 24, 25 Wednesday-Saturday

Wednesday: City Staff and Planning Consultant Team (all day)

OPEN PUBLIC SESSIONS *(times being confirmed this week)*

Evening: 6:00pm – 7:30pm (Zoom Presentation & Session)

Thursday: 3:00pm - 8:00pm (Santa Fe Southside Library)

Friday: 9:00am – 5:00pm (Santa Fe Higher Education Center, Midtown)

Saturday: 9:30am – 11:00am (Zoom Presentation & Session)

Midday: 12:00pm – 3:00pm (Santa Fe Higher Education Center, Midtown)

Midtown Planning Sessions

JULY

LISTENING SESSIONS – IDEATION, EXPLORATION

Primary Objective

listen to ideas, generate interests, small group discussions, open public conversations, interact with planners and a site model, share aspirations

SEPTEMBER

WORKSHOP SESSIONS – SYNTHESIZE, DESIGN, CREATE

Primary Objective

synthesize and apply information from Listening Sessions, problem solve and identify real solutions in real time, create strategies that address community concerns and goals, design plans and land uses to achieve a shared public vision

Midtown Planning Phase

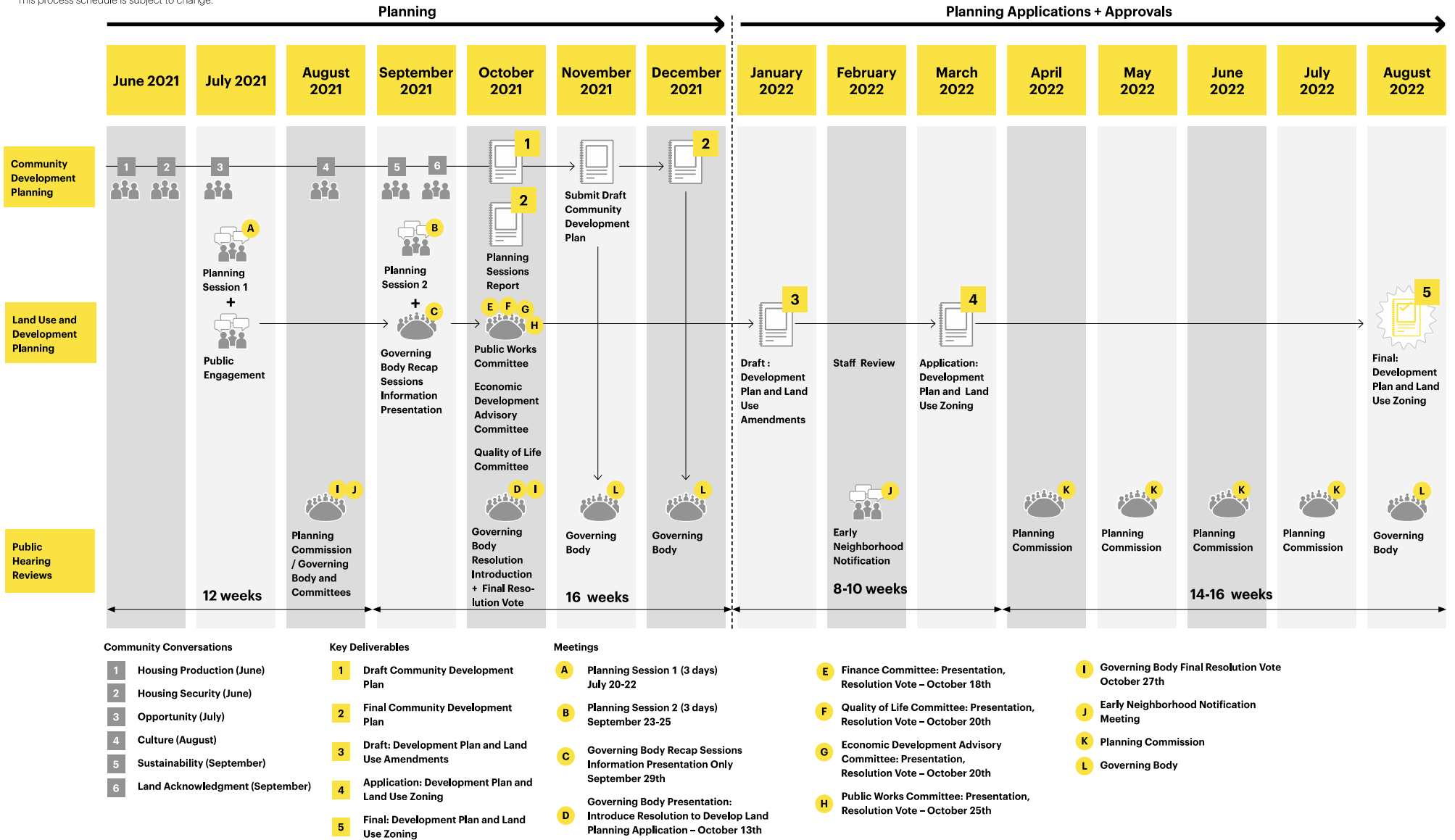
The MEP and DPAC events will be analyzed, summarized and documented into a report that lists priorities and recommendations for the land development and implementation of development plans for the Midtown District.

DPAC and the City will be working to ensure that the community development work being led by the MEPs effectively intersects with the land development work being led by Strategic Economics and Opticos so that it is accessible for the public to participate in various forums and events.

Midtown District - Development Planning Timeline*

Revised July 8, 2021

* This process schedule is subject to change.



MIDTOWN SANTA FE

For Midtown Information

www.MidtownDistrictSantaFe.com

For community stories and aspirations for Midtown:

<https://www.cultureconnects.site/>



2021 Public Engagement for Midtown District Santa Fe

Inclusive, Equitable, Transparent, Accessible
Influential/Consequential



Public Engagement is a challenge *in Santa Fe and most US Cities*

During the 2018 Concept Phase for Midtown:*

- nearly two-thirds of respondents had above-median incomes
- a majority were over 55
- almost none were younger than 25
- 17 percent were Hispanic

The recent July Planning Sessions had similar demographic representation:

- 67% had annual household incomes over 50,000 (*MHI in Santa Fe is 57,972*)
- 67% were over 55 years old (*SF is 37% over 55*)
- 67% were Non-Hispanic White and 16.7% were Hispanic/Latinx (*SF is 54% Hispanic*)
- 67% of respondents had participated in 2018 engagement activities

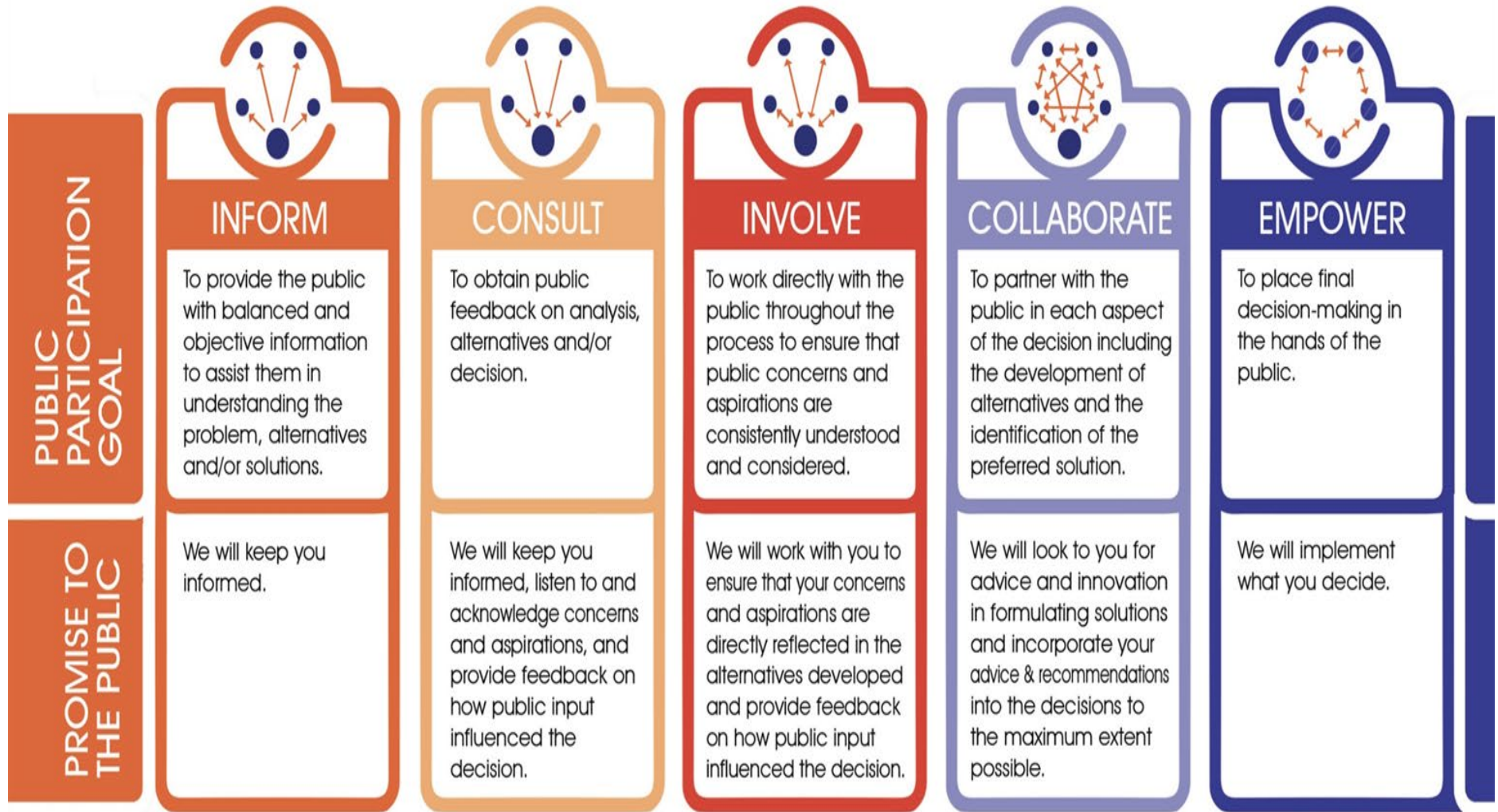
**The City of Santa Fe has made
a bold move toward deeper
public engagement that
includes and is accountable to
ALL segments of our
community.**



The Opportunity for Inclusive Public Engagement in Santa Fe

Reach deeper into Santa Fe communities to supplement and address under-representation in previous processes (here and elsewhere), to inform the Land Use, Zoning, Master Plan and Development Plans, and make recommendations based on community feedback regarding public and community benefits at Midtown, building upon:

1. Midtown Planning Guidelines (2018) and LINC Overlay (2009-2016)
2. Resolution 2018-54 (authorizes additional public engagement for Midtown)
3. Resolution 2015-65 (Residents Bill of Rights)
4. The ongoing **commitment of the Governing Body and City Staff** to support high levels of public engagement
5. The ongoing commitment, experience and expertise of **local community-based organizations and community members**



INCREASING IMPACT ON THE DECISION



Promising Practices

Cultural Humility—acknowledging multiple sources and types of knowledge, expertise, and practices

Collaboration & Partnership with local expertise—community-based organizations

Locate/create a space and leadership structures to support authentic community engagement

Activities created or centered in local culture

“Go to where the people are”—when and how they feel most welcome and supported

Cultivate a Learning Community



So...

How is it going?

What have we been doing?

What's next?



What have we been doing?

Engagement Program *_a work in progress*

Midtown Engagement Partners (MEPs)—Community Organizations as Advisors and Collaborators *Round 1 of City's Midtown Stipend Program, happening*

Midtown Activation Program (MAP)—Community Organizations as Engagers *Round 2 of City's Stipend Program, launching last week of Aug*

Midtown Drop-In Hours—DPAC facilitated/ on-site at Santa Fe Art Institute—engage with site model, development ideas, visual, verbal, active *Thursdays @ lunch, starting Sep 2; Saturdays in coordination with MEP + MAP, starting Sep 11*

Voices at Midtown—topical conversation series—in focus groups and in general public *Thursday evenings, starting Sep*



Midtown Engagement Partners (MEPs)

Collaboration & Partnership with local expertise

Chainbreaker is a membership-based economic and environmental justice organization. located in and led by residents of Hopewell Mann (largely low-income and Hispanic renters)

Earth Care is a community-based organization led by youth & families organizing to build a healthy, just, and sustainable world (youth, Indigenous & communities of color, low-income)

Littlelobe is committed to interdisciplinary, collaborative art projects that foster life-affirming connections across the boundaries that divide us (community arts)

Santa Fe Art Institute is located on-site; they support and amplify dynamic artistic practices that engage complex social issues, inspire individual transformation, and inform collective action (community arts)

YouthWorks leads in youth engagement for opportunity and workforce development for 20 years (youth, low-income)



Midtown Activation Program

Activities created or centered in local culture

WHAT: A range and diversity of activities, locations, and times—to reach people where they are and with whom they already have relationships—to respond to questions re: Midtown

WHO: An open call to community organizations to participate by designing and holding events for and with their constituents.

WHEN: Open Call will launch next week; proposals due mid-September; activities through October

Advertised through existing networks, digital/online channels, flyers

Reaching people where they are...



Voices @ Midtown

Community Conversations + Workshops

Virtual, bi-weekly on Thursday evenings_ Starting Sep 9

Residents' Bill of Rights – For a Sustainable & Equitable Midtown

***ECONOMY** – Opportunity, Jobs, Local Entrepreneurship*

***ENVIRONMENT** - Land Acknowledgement, Stewardship, & Management, Development*

***EQUITY** – Affordability, Community Health & Well-Being*

***CULTURE** - Public Spaces, Programming, and Uses*

Cultivate a Learning Community



<https://www.cultureconnects.site>

<https://midtowndistrictsantafe.com>

City of SF on Facebook and Twitter

Presented by the Midtown Engagement Partners & UNM Design Planning Assistance Center
Sponsored by the City of Santa Fe

ONGOING PUBLIC ENGAGEMENT AT MIDTOWN

The UNM Design and Planning Assistance Center (DPAC) has been brought on as the City of Santa Fe's Public Engagement consultant to develop a robust engagement process that helps to define future use, governance, and redevelopment of the Midtown property. **Join us for regular and ongoing engagement activities, starting September 2nd!**

MIDTOWN DROP-IN HOURS

BI-WEEKLY ON THURSDAYS, 11:30 AM - 1:30 PM
ADDITIONAL EVENING AND WEEKEND HOURS TO COME!

Held in the Lumpkin Gallery at the Santa Fe Art Institute, Drop-In Hours offer an opportunity for Santa Feans to come to the Midtown site and see what we're up to! See the 3D scale model of the Midtown site and talk with the DPAC Team and/or Midtown Engagement Partners.



VOICES AT MIDTOWN

BI-WEEKLY ON THURSDAYS AT 5:30 PM

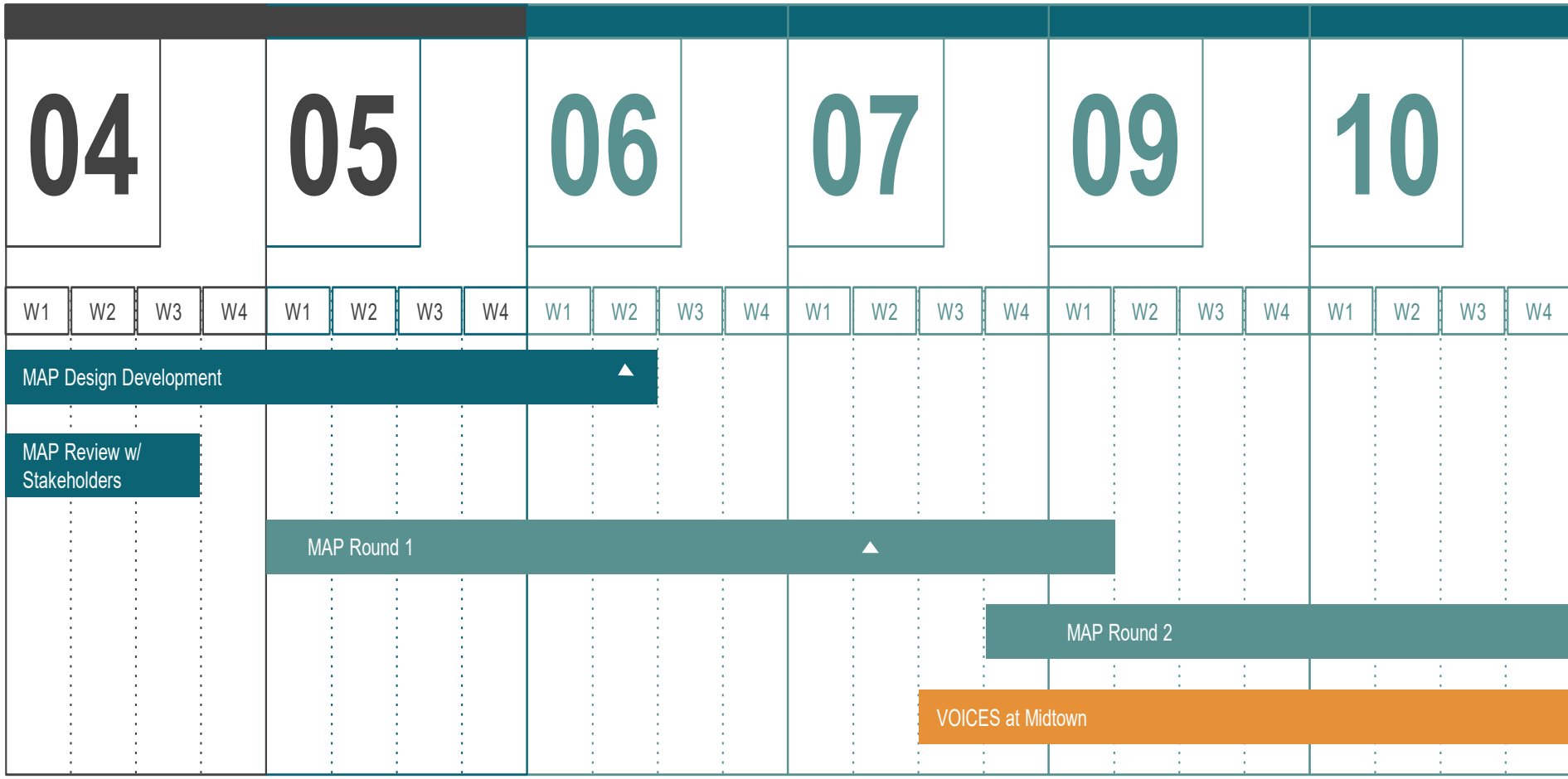
Voices at Midtown is a series of virtual convenings around topics related to the Midtown Development. These events will offer a venue for sharing experiences, sharing knowledge, and building skills among community stakeholders.

Please feel free to reach out with any questions to DPAC at unmdpac@unm.edu, and stay updated through our newsletter at [cultureconnects.site](https://www.cultureconnects.site). More engagement opportunities to come!

UNM DESIGN & PLANNING
ASSISTANCE CENTER

MIDTOWN
SANTA FE





▲ Land Use
Worksho
p 7/22



MAP Schedule (tentative)



Midtown Activation Program (MAP)

Fall Engagement Activities

Starting Sep 3_DPAC Drop-In Hours at SFAI—alternate Thursdays, 11:30a–1:30p,. Evening and weekend hours, TBD.

Sep 25_Tenants Clinic & Bike Giveaway @ Midtown, organized by Chainbreaker

Sep 22–25_SE/Opticos Workshops @ Midtown

Oct 2 (Sat)_Tenants Clinic & Bike Repair Clinic @ Midtown, organized by Chainbreaker

Oct 16 (Sat)_Midtown Bike Tour @ Midtown, organized by Chainbreaker

Oct 23-24 (Sat-Sun)_Midtown Community Fair, organized by SFAI

Oct_Planning workshops in area schools, organized by Earth Care. Dates

On-Site Activations will be supported by YouthWorks Culinary program, Littlelobe, and other CBOs

Community driven

**UNM Design & Planning
Assistant Center facilitated**

City of Santa Fe sponsored

City of Santa Fe, New Mexico

memo

DATE: August 12, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: *Kristine Mihelcic*
Kristine Mihelcic (Aug 12, 2021 14:45 MDT)
Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Tumbleroot Brewing LLC for a waiver of the 300 foot location restriction and approval to allow the dispensing/consumption of alcohol at the Santa Fe Playhouse, 142 East De Vargas Street, which is within 300 feet of San Miguel Mission Church, 401 Old Santa Fe Trail.

BACKGROUND AND SUMMARY

Pursuant to §60-6B-10 NMSA 1978, a request from Tumbleroot Brewery LLC for a waiver of the 300 foot location restriction has been submitted to allow the dispensing/consumption of alcohol for the Santa Fe Fiesta Melodrama to be held on: August 26, 27, 28, 2021, September 9, 10, 11, 2021, and September 16, 17, 18, 2021 with alcohol service times from 6:00 p.m. to 8:00 p.m.

Attached is a letter of no opposition from David Blackman, San Miguel Chapel Director.

ACTION REQUESTED

Consideration of the above requests.

Attachments: Public Celebration Permit Applications (3)
Sponsor Letter
Letter from San Miguel Mission Church
City of Santa Fe's Letter to San Miguel Mission Church
§60-6B-10 NMSA 1978
§15.11.25.10 NMAC

ALCOHOLIC BEVERAGE CONTROL | PUBLIC CELEBRATION PERMIT APPLICATION

Fee Per Day: \$10.00 (do not submit cash) Date Application Filed: _____

A copy of all approved permits are sent to the Special Investigations Division of the Department of Public Safety, and DPS will request additional information, if needed.

LICENSE HOLDER INFORMATION: Check boxes that apply

Liquor License # 67096 Type of License: Craft Distiller Small Brewer Winegrower
Owner Name: JASON FITZPATRICK - TUMBLEROOT BREWING LLC
Business Name (DBA): TUMBLEROOT BREWERY & DISTILLERY
Mailing Address: 32 BISBIE CT UNIT 34 SANTA FE, NM
Phone No: 505 221 7894 ext: _____ Person to ask for: JASON
Email Address: f.itz@tumblerootbrewing.com

EVENT INFORMATION:

Type of Event: Indoor Event Outdoor Event Both All Ages Event Wrist Bands Yes No
Type of Celebration: State Fair County Fair Community Fiesta Cultural / Artistic Performance Athletic
Name of Event: SANTA FE FIESTA MELODRAMA
Physical Address of Event: 142 E DE VARGAS ST SANTA FE, NM
Date of event (Day 1) August 26, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50

Date of event (Day 2) August 27, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50

Date of event (Day 3) August 28, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50

Security: No. of Security: 1
 Alcohol Server Certified employed by licensee Server Permit # 237741 Expiration Date 05/04/2024
 Alcohol Server Certified employed by licensee Server Permit # _____ Expiration Date _____
 Licensed Security Company _____ Phone No. _____

Describe Security _____
NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY. MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

SPONSOR INFORMATION: Sponsor of Event: SANTA FE PLAYHOUSE
Name of Contact: ROBYN RIKOON Phone No.: 828 380 9005

APPROVAL OF PROPERTY OWNER: Print Name: ROBYN RIKOON Phone No.: 828 380 9005
Signature: Robyn Rikoon Date: 8/4/21
Name of Your Business and Location of Property: 142 EAST DE VARGAS ST SANTA FE NM 87501

LICENSE HOLDER & SERVER CERTIFICATION: I, JASON FITZPATRICK (licensee) hereby certify that this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable.
Licensee Name: (print) JASON FITZPATRICK Signature: _____ Date: 8/4/2021

LOCAL GOVERNING BODY APPROVAL:
Print Name: _____ Title: _____
Signature: _____ Date: _____ Phone No.: _____ Fax: _____

ABC USE ONLY: Application Must Include: Payment of Fees, per day (listed on top of page), Floor Plan - (w/photos) & Detailed Server List
Finance | Application Fee \$ _____ Received on: _____ Receipt No. _____
Clear of Citations/Holds: Yes No, _____ Approved Disapproved
Processed By: _____ Assigned Permit Number: _____ Approved Permit Sent on: _____



5. De VARGAS St.

SANITARY SEWER MANHOLE No V-7

*ENTRANCE/EXIT
SERVICE AREA*

EXIST CURB

ELEC. M.H.

U S WEST MANHOLE

EXIST CURB

WALL

EXISTING BUILDING

*SEWER
100'-0" EXIST. FIN. FL.
L.S.P. 20'*

Existing Building

100'-0" EXIST. FIN. FL.

102'-8" EXIST. FIN. FL.

99

100

101

102

102'-4"

SLOPE

102'-7"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

Existing Structure to be Demolished

102'-8" NEW FIN. FL.

102'-7"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

102'-8"

CANAL w. PAINTED 4" PVC DOWNSPOUT

4" UNDERGROUND PIPE

LOT A1
0.1417 Ac. ±

24" φ x 20' LONG ADS PERFORATED PIPE SLOPED 1/8" FT

Property Line

INGRESS & EGRESS EASEMENT

FLAGSTONE STEPS

EXISTING BUILDING

103

EXISTING WALL

EXISTING WALL



Name	Permit Number	Expiration
Michael Chavez	47285	1/12/2022
Andrew Lane	326206	10/20/2021
Jason Fitzpatrick	237741	5/4/2024
Cassidy Carbine	290716	06/16/2022
Tumbleroot Brewery and Distillery #67096		
Tumbleroot Brewery and Distillery #63016		

ALCOHOLIC BEVERAGE CONTROL | PUBLIC CELEBRATION PERMIT APPLICATION

Fee Per Day: \$10.00 (do not submit cash) Date Application Filed: _____

A copy of all approved permits are sent to the Special Investigations Division of the Department of Public Safety, and DPS will request additional information, if needed.

LICENSE HOLDER INFORMATION: Check boxes that apply

Liquor License # 67096 Type of License: Craft Distiller Small Brewer Winegrower
Owner Name: JASON FITZPATRICK - TUMBLEROOT BREWING LLC
Business Name (DBA): TUMBLEROOT BREWERY & DISTILLERY
Mailing Address: 32 STUBB CT UNIT 3-4 SANTA FE, NM
Phone No: 505 221 7894 ext: _____ Person to ask for: JASON
Email Address: fitz@tumblerootbrewing.com

EVENT INFORMATION:

Type of Event: Indoor Event Outdoor Event Both All Ages Event -Wrist Bands Yes No
Type of Celebration: State Fair County Fair Community Fiesta Cultural / Artistic Performance Athletic
Name of Event: SANTA FE FIESTA MELODRAMA
Physical Address of Event: 142 E DE VARGAS ST SANTA FE, NM
Date of event (Day 1) SEPTEMBER 9, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50
Date of event (Day 2) SEPTEMBER 10, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50
Date of event (Day 3) SEPTEMBER 11, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50

Security: No. of Security: 1
 Alcohol Server Certified employed by licensee Server Permit # 237741 Expiration Date 05/04/2024
 Alcohol Server Certified employed by licensee Server Permit # _____ Expiration Date _____
 Licensed Security Company _____ Phone No. _____
Describe Security _____

NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY. MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

SPONSOR INFORMATION: Sponsor of Event: SANTA FE PLAYHOUSE
Name of Contact: ROBYN RIKOON Phone No.: 828 380 9005

APPROVAL OF PROPERTY OWNER: Print Name: ROBYN RIKOON Phone No.: 828 380 9005
Signature: Robyn Rikoon Date: 8/4/21
Name of Your Business and Location of Property: 142 EAST DE VARGAS SANTA FE, NM 87501

LICENSE HOLDER & SERVER CERTIFICATION: I, JASON FITZPATRICK (Licensee) hereby certify that this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable.
Licensee Name: (print) JASON FITZPATRICK Signature: _____ Date: 8/4/2021

LOCAL GOVERNING BODY APPROVAL:

Print Name: _____ Title: _____
Signature: _____ Date: _____ Phone No.: _____ Fax: _____

ABC USE ONLY: Application Must Include: Payment of Fees, per day (listed on top of page), Floor Plan - (w/photos) & Detailed Server List
Finance | Application Fee \$ _____ Received on: _____ Receipt No. _____
Clear of Citations/Holds: Yes No, _____ Approved Disapproved _____
Processed By: _____ Assigned Permit Number: _____ Approved Permit Sent on: _____



Name	Permit Number	Expiration
Michael Chavez	47285	1/12/2022
Andrew Lane	326206	10/20/2021
Jason Fitzpatrick	237741	5/4/2024
Cassidy Carbine	290716	06/16/2022
Tumbleroot Brewery and Distillery #67096		
Tumbleroot Brewery and Distillery #63016		

ENTRANCE/
EXIT

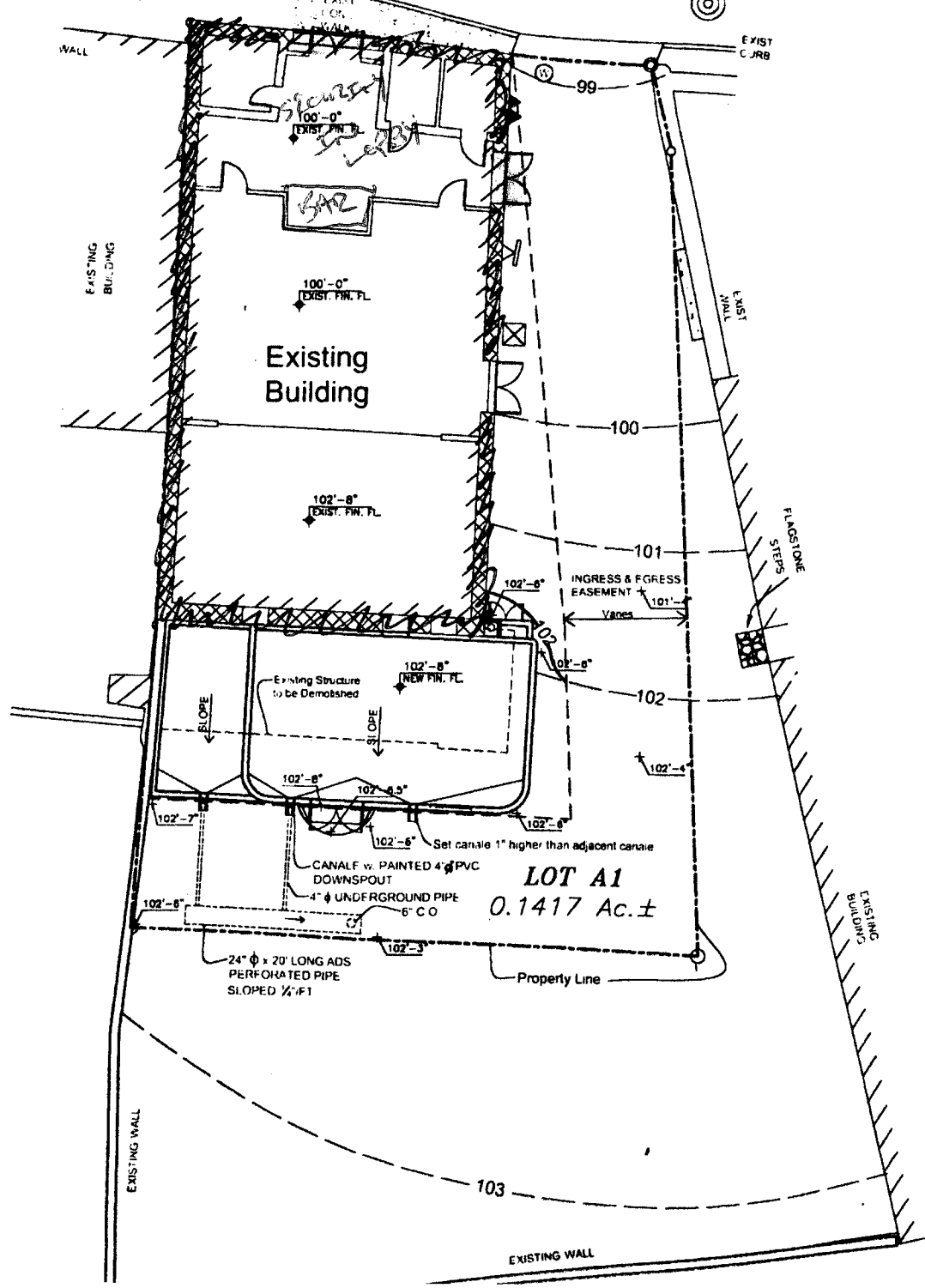
44 SEWER
AREA

E. De VARGAS St.

SANITARY SEWER
MANHOLE No V-7

ELEC.
M.H.

U S WEST
MANHOLE



ALCOHOLIC BEVERAGE CONTROL | PUBLIC CELEBRATION PERMIT APPLICATION

Fee Per Day: \$10.00 (do not submit cash) Date Application Filed: _____

A copy of all approved permits are sent to the Special Investigations Division of the Department of Public Safety, and DPS will request additional information, if needed.

LICENSE HOLDER INFORMATION: Check boxes that apply

Liquor License # 67096 Type of License: Craft Distiller Small Brewer Winegrower
Owner Name: JASON FITZPATRICK - TUMBLEROOT BREWING LLC
Business Name (DBA): TUMBLEROOT BREWERY & DISTILLERY
Mailing Address: 32 BISBEE CT UNIT 3-4 SANTA FE, NM 87508
Phone No: 505 321 7894 ext: _____ Person to ask for: JASON
Email Address: f.itz@tumbleroottbrewhing.com

EVENT INFORMATION:

Type of Event: Indoor Event Outdoor Event Both All Ages Event Wrist Bands Yes No
Type of Celebration: State Fair County Fair Community Fiesta Cultural / Artistic Performance Athletic
Name of Event: SANTA FE FIESTA MELODRAMA
Physical Address of Event: 142 E DE VARGAS ST SANTA FE, NM
Date of event (Day 1): SEPTEMBER 16, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50

Date of event (Day 2): SEPTEMBER 17, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50

Date of event (Day 3): SEPTEMBER 18, 2021
Time Event Begins: 6 PM Time Event Ends: 9 PM
Time of Alcohol Service: Begins at: 6 PM Ends at: 8 PM
Total No. of Attendees Expected at Event: 99 Total No. of Attendees Expected to Consume Alcohol: 50

Security: No. of Security: 1
 Alcohol Server Certified employed by licensee Server Permit # 237741 Expiration Date 05/04/2024
 Alcohol Server Certified employed by licensee Server Permit # _____ Expiration Date _____
 Licensed Security Company _____ Phone No. _____
Describe Security _____

NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY, MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

SPONSOR INFORMATION: Sponsor of Event: SANTA FE PLAYHOUSE
Name of Contact: ROBYN RIKOON Phone No.: 828-380-9005

APPROVAL OF PROPERTY OWNER: Print Name: SANTA FE PLAYHOUSE Phone No.: 828 380 9005
Signature: Robyn Rikoon Date: 8/4/21
Name of Your Business and Location of Property: 142 E. DE VARGAS STREET SANTA FE, NM 87508

LICENSE HOLDER & SERVER CERTIFICATION: I, JASON FITZPATRICK (Licensee) hereby certify that this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable.

Licensee Name: (print) JASON FITZPATRICK Signature: _____ Date: 8/4/2021

LOCAL GOVERNING BODY APPROVAL:

Print Name: _____ Title: _____
Signature: _____ Date: _____ Phone No.: _____ Fax: _____

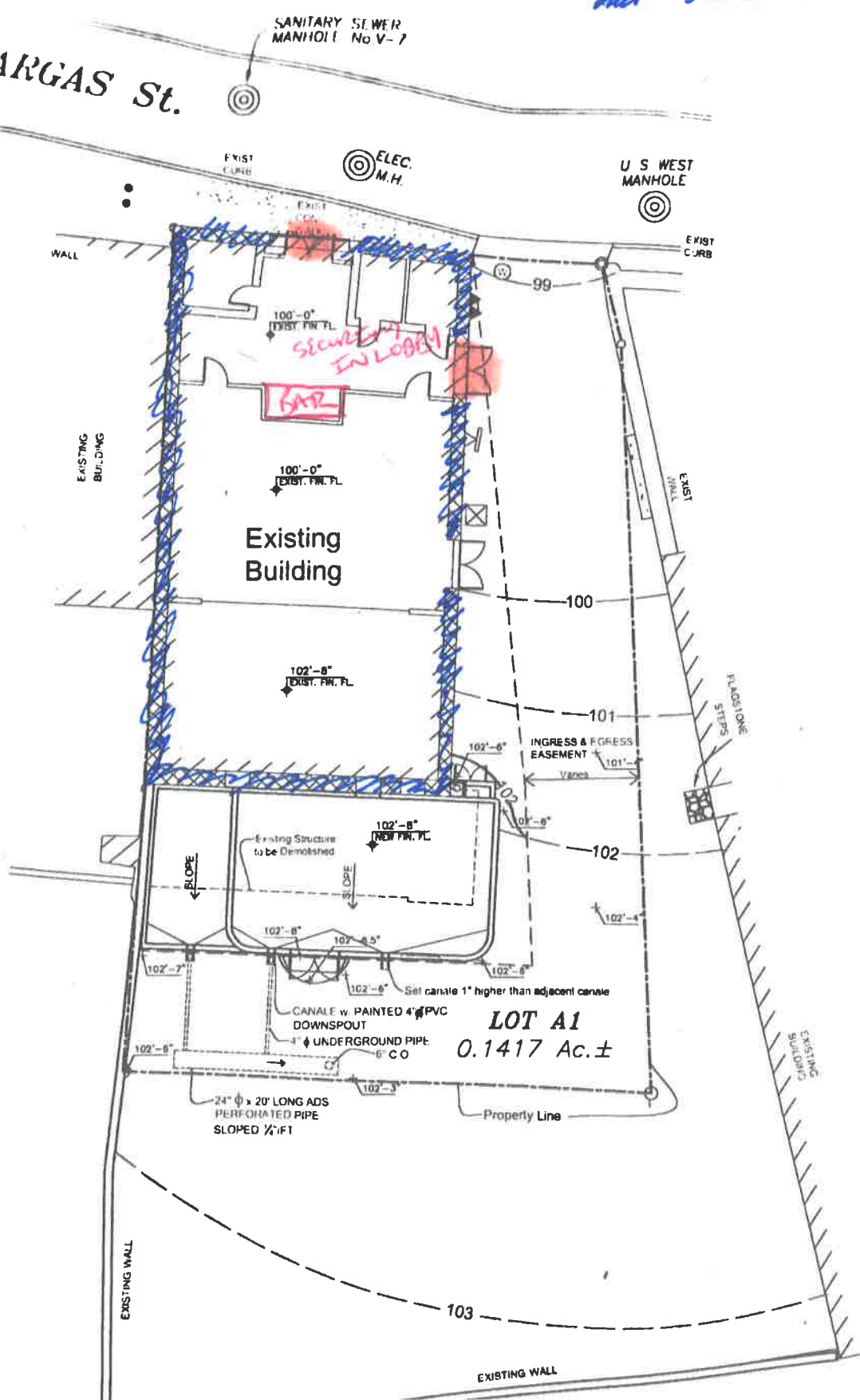
ABC USE ONLY: Application Must Include: Payment of Fees, per day (listed on top of page), Floor Plan - (w/photos) & Detailed Server List
Finance | Application Fee \$ _____ Received on: _____ Receipt No. _____
Clear of Citations/Holds: Yes No, _____ Approved Disapproved _____
Processed By: _____ Assigned Permit Number: _____ Approved Permit Sent on: _____



Name	Permit Number	Expiration
Michael Chavez	47285	1/12/2022
Andrew Lane	326206	10/20/2021
Jason Fitzpatrick	237741	5/4/2024
Cassidy Carbine	290716	06/16/2022
Tumbleroot Brewery and Distillery #67096		
Tumbleroot Brewery and Distillery #63016		

ENTRANCE/EXIT
AREA SOURCE AREA

E. De VARGAS St.



LOT A1
0.1417 Ac. ±

EXISTING WALL



SANTA FE
PLAYHOUSE

142 EAST DE VARGAS ST, SANTA FE, NM 87501

To Whom It May concern,

In addition to the application provided by Jason Fitzpatrick from Tumbleroot Brewery and Distillery - Santa Fe Playhouse is requesting permission to support the local brewery in selling and serving beer at twelve performances of *The Santa Fe Fiesta Melodrama*.

The alcohol that will be available to patrons over the age of 21 will be beer of two different varieties provided by Tumbleroot Brewery & Distillery.

Dates of the Performances are as follows:

August 26th - August 28th at 7:00 PM, August 29th at 2PM
September 9th - September 11th at 7:00PM, September 12th at 2PM
September 16th - September 18th at 7PM, September 19th at 2PM

Thank you so much for your consideration.

Sincerely,

Robyn Rikoon, Artistic Director of The Santa Fe Playhouse

Re: San Miguel Chapel

David Blackman <dblackman@davos.us>
To: David Carter <david@santafeplayhouse.org>
Cc: Robyn Rikoon <robyn@santafeplayhouse.org>

Wed, Mar 11, 2020 at 9:01 AM

David,

Following up on our meeting last week, I had the opportunity to discuss your liquor license request with Taylor Gant, the President at St. Michael's High School. He does not have any problem supporting your request, and did not see any need to place any restriction on that approval. He did not feel that any restriction on Sunday liquor sales was needed. I wanted you to know this so that you do not include that restriction in your request. Please let me know what I can do to support your application.

[Quoted text hidden]



City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

August 10, 2021

HAND DELIVERED

To Whom It May Concern,

We are sending this Letter to notify the San Miguel Chapel that there will be an event located within 300 feet from your building that will serve and sell alcohol, pending Governing Body approval. The holder of the Liquor License is required to obtain a waiver, due to the 300 foot location restriction.

If the application and waiver is approved, the event, **Santa Fe Fiesta Melodrama** will take place on **Thursday, August 26th through Saturday, August 28, 2021** at the Santa Fe Playhouse, located at 142 East De Vargas Street.

If you have any questions or concerns, you may attend the virtual liquor hearing and may express your concerns at that time. The virtual liquor hearing will take place on **Monday, August 16, 2021 at 4:00 p.m.** The agenda will provide information on how to attend. You may find the agenda at the following link: <https://santafe.primegov.com/portal/search>.

Thank you!

Kristine Mihelcic

Kristine Mihelcic (Aug 10, 2021 14:19 MDT)

Kristine M. Mihelcic

City Clerk and Community Engagement Director

N.M. Stat. § 60-6B-10

Section 60-6B-10 - Locations near church or school-restrictions on licensing

No license shall be issued by the director for the sale of alcoholic beverages at a licensed premises where alcoholic beverages were not sold prior to July 1, 1981 that is within three hundred feet of a church or school. A license may be granted for a proposed licensed premises if the owner or lessee has, prior to establishment of a church or school located within three hundred feet of the proposed licensed premises, applied for, been granted and maintained a valid building permit for the construction or renovation of the proposed licensed premises and has filed on a form prescribed by the director a notice of intention to apply for transfer of a license to the proposed licensed premises. A license may be granted for a proposed licensed premises if a person has obtained a waiver from a local option district governing body for the proposed licensed premises. A license may be granted for a proposed licensed premises if a person has obtained a restaurant A license or a restaurant B license pursuant to Section 60-6A-4 NMSA 1978. For the purposes of this section, all measurements taken in order to determine the location of licensed premises in relation to churches or schools shall be the straight line distance from the property line of the licensed premises to the property line of the church or school. This provision shall not apply to a church that has been designated as a historical site by the cultural properties review committee and that does not have a regular congregation.

NMS § 60-6B-10

Laws 1981, ch. 39, § 45; 1986, ch. 29, § 1; 1997, ch. 223, § 1.
Amended by 2021, c. 7, s. 34, eff. 7/1/2021.

15.11.25.10 SMALL MANUFACTURER'S PUBLIC CELEBRATION PERMITS:

A. A small brewer, winegrower or craft distiller may apply for a public celebration permit for any state or county fair, community fiesta, cultural or artistic event, sporting competition of a seasonal nature or activities held on an intermittent basis, provided that the license is not in suspension and the licensee submits the application at least 10 days prior to the event, subject to the following requirements:

(1) permits for applications received less than seven days prior to February 28th for events to be held after March 1st may not be issued until after March 1st to ensure that the license has been renewed;

(2) Applications must have an original signature, or electronic signature pursuant to Section [14-16-1](#) et seq., NMSA 1978, accompanied by the required fee and all required information before they will be processed. Incomplete applications will be returned to the applicant.

(3) All fees submitted are non-refundable, regardless of whether the permit has been issued, the event is postponed, or the event is cancelled for any reason.

B. The application for a public celebration permit must be accompanied by written permission from the governing body of the local option district where the public celebration is held.

C. The application must contain a diagram, site plan or floor plan of the location of the celebration or event that complies with the requirements of Subsections C and D of [15.11.21.12](#) NMAC, and which designates the location where alcoholic beverages will be dispensed and consumed. The applicant may be requested by the director to submit photographs or electronic images of the proposed location.

D. Public celebration permits will not be issued for more than three consecutive days, unless the director shall find good cause to justify a longer period. A separate application fee must be paid for each day requested. No permit will be issued for more than twelve hours on a single day.

E. The application shall contain a statement of the number of people expected to consume alcoholic beverages and a plan for security, including appropriate number, placement and assigned duties of security personnel, to ensure compliance with the liquor control act and these rules. If the director deems the security plan insufficient, the director may deny the permit or require additional security measures as a condition of approval.

F. Public celebration permits shall not be issued for an existing licensed premises unless the license on the licensed premises, or the appropriate portion of the licensed premises, is in voluntary suspension.

H. A copy of the public celebration permit and the posters required by [15.11.2.9](#) NMAC must be prominently displayed at the bar station on the specially licensed premises.

I. A small brewer or winegrower may sell the beer and wine of other small brewers and winegrowers pursuant to a permit issued under this section.

J. Public celebration permits are not subject to any Sunday sales restrictions in the local option district where the celebration is to be held.

K. Outdoor areas to be permitted pursuant to this section shall satisfy the requirements of [15.10.32.13](#) NMAC.

[15.11.25.10](#) NMAC - N, 4/25/2017]

**CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER**

**Recommended
Findings of Fact and Conclusions of Law**

License No.: 67096

Name of Applicant: Tumbleroot Brewing, LLC

Doing Business As: Santa Fe Fiesta Melodrama (Public Celebration Permit)

Proposed Location: 142 E. DeVargas Street Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on August 16, 2021 at 4:00 PM by video hearing, on the application of Tumbleroot Brewing, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

waiver of the 300 foot location restriction and approval to allow the dispensing/consumption of alcohol at the Santa Fe Playhouse, 142 East De Vargas Street, which is within 300 feet of San Miguel Mission Church, 401 Old Santa Fe Trail on the following dates:

August 26, 27, 28

September 9,10,11,16,17,18

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
 - a. August 12, 2021 memo from City Clerk Kristine M. Mihelcic
 - b. August 4, 2021 *Public Celebration Permit Application(s)*
 - c. Site plan
 - d. Letter from Robyn Rikoon, Artistic Director of the Santa Fe Playhouse (undated)
 - e. March 11, 2020 email (letter of no opposition) from David Blackman (San Miguel Chapel Director) re: application and restrictions
 - f. Applicable statutes and regulations
2. City Clerk Kristine Mihelcic presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. The Application is for dispensing/consumption of alcohol for the Santa Fe Fiesta Melodrama on the stated dates from 6:00 to 8:00 PM.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. There is no evidence in the record that would support denial of the request.
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to a specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



Christopher L. Graeser

08/22/2021

Date: _____

City of Santa Fe, New Mexico

memo

DATE: August 10, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: *Kristine Mihelcic*
Kristine Mihelcic (Aug 10, 2021 12:05 MDT)
Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from SF Wine & Spirits, Inc., for a Transfer of Location of Dispenser Liquor License No. 0156.

BACKGROUND AND SUMMARY

The applicant has requested a transfer of location of Dispenser Liquor License No. 0156 from 1005 South St. Francis, to Susan's Fine Wine and Spirits, 632 Agua Fria, Santa Fe. This location is not within 300 feet of a church or school.

Attached are staff reports regarding litter and noise. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all of the city's ordinances.

ACTION REQUESTED

Consideration of the above request.

Attachments: Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Website Notice of Public Hearing
Applicant's Proof of Publication
Letter to Applicant
Staff Reports
Public Comments



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

July 1, 2021

Certified Mail No.: 7011 2970 0003 9315 7489

City of Santa Fe

% Geralyn F. Cardenas, Assistant City Clerk
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.: License No. 0156 / Application No. 1193969
Name of Applicant: SF Wine & Spirits, Inc.
Doing Business As: Susan's Fine Wine and Spirits
Proposed Location: 632 Agua Fria, Santa Fe, New Mexico 87501

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

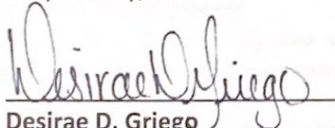
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Transfer of Location of Dispenser Liquor License No. 0156.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Desirae D. Griego

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4552 Fax: (505) 476-4595
Email: Desirae.Griego@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Public Comments





NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

APR 22 2021

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

ALCOHOLIC BEVERAGE

Transfer of Dispenser Type Liquor Application | \$200.00 Application Fee, non-refundable
ABC USE ONLY: Application Fee \$ 200 Received on: 4-22-21 Receipt No. 2377905
License Fee \$ _____ Received on: _____ Receipt No. _____
Application Number: 1193969 Local Option District: _____

License Number: 0156 License Type Dispenser License
Record Owner of Existing License: SF Wine & Spirits, inc.
Current D/B/A Name: Susan's Fine Wine and Spirits
Current Premises Address: 1005 S. St. Francis Drive, Suite 101, Santa Fe, Nm 87505
Current LOD: 27005 Is License moving out of Local Option District? Yes No

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only
Applicant is Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME OF APPLICANT: SF Wine & Spirits, inc.

D/B/A Name to be used: Susan's Fine Wine and Spirits Business Phone No: (505) 984-1582

Mailing Address: _____

Email (required) Nirmala@SFWineAndSpirits.com

Physical location where license is to be used: 632 Agua Fria, Santa Fe, NM 87501

County: Santa Fe (Include street number / highway number / state road, city, state, and zip code)

Are alcoholic beverages currently being dispensed at the proposed location Yes No If Yes, License # / Type: _____

Contact Person: Nirmala Ganapathy Phone #: (831) 566-9144 Email: Nirmala@SFWineAndSpirits.com

I, (print name) Nirmala Ganapathy, as (title) VP & Corporate Treasurer being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

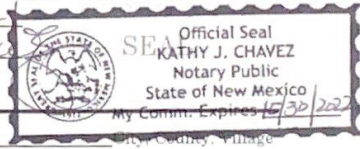
Signature of Applicant: [Signature] Date: April 19th, 2021

Notary Public Use Only: (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 19 day of April, 2021

By: Kathy Chavez Notary Public: Kathy Chavez

Date my Commission Expires: 10/30/2022



Local Option District Use Only: Local Governing Body of _____

Public Hearing held on _____ 20____ Please check one: Approved Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: Approved Disapproved, _____

Signed by Director: _____ Date: _____



Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (check one)

Owned by Applicant, copy of deed/document attached Leased by Applicant, copy of lease/document attached

Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): El Paseo de Galisteo, Inc.

B. Date and Term of Lease: 14 April 2021 for five years

3. Premises location is Zoned (example C-1, see Zoning Statement): BCD

Zoning Statement attached Yes No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: First Presbyterian Church Miles/feet: 2,880 feet

Address/location of Church: 208 Grant Avenue, Santa Fe, NM

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: New Mexico School for the Arts Miles/feet: 378 feet

Address/location of School: 500 Montezuma Avenue, Santa Fe, NM

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, check one:

Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),

Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8 1/2 x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack

Small Brewer Craft Distiller Winery Wholesaler

Other (specify): Package Store

NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.





City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

April 15, 2021

Nirmala Ganapathy
Vice President & Treasurer
SF Wine & Spirits, Inc.
dba Susan's Fine Wine and Spirits
632 Agua Fria Street
Santa Fe, NM 87505

RE: Zoning Verification for 632 Agua Fria Street, Santa Fe, NM

Dear Ms. Ganapathy,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District and is within the Westside Sub-district and lies within the Westside-Guadalupe Historic Overlay District.

14-4.3 (E) BCD Business-Capitol District

(1) Purpose

In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic wellbeing while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.

(3) Townscape Subdistricts

(a) The existing townscape subdistricts include: Alameda Street, Barrio de Analco, Cerrillos Road, Don Gaspar, East Marcy/East Palace, Loretto, Marcy, McKenzie Street, Old Santa Fe Trail, Plaza/San Francisco, Rosario Boulevard/NW Paseo de Peralta, Sandoval/Montezuma, State Capitol and Westside.

(b) The townscape subdistricts are intended to:

- (i) preserve the overall aesthetic quality of the BCD;
- (ii) maintain diversity among the various subdistricts; and
- (iii) protect the unique features, recognizable historic character and other common identifying characteristics of each subdistrict.

(c) Property is eligible for rezoning to a townscape sub district if the land is located within or adjacent to the BCD and meets all other requirements of Chapter 14

14-7.4 - BUSINESS-CAPITOL DISTRICT

(3) Design Objectives for Individual Townscape Subdistricts

The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:

(n) Westside Subdistrict:

Maintain the small scale and residential character and streetscape .

RECEIVED

APR 22 2021

ALCOHOLIC BEVERAGE
CONTROL

Development standards for the Townsc Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1, and development standards for the Historic Districts may be found within Santa Fe City Code, Chapter 14-5.2.

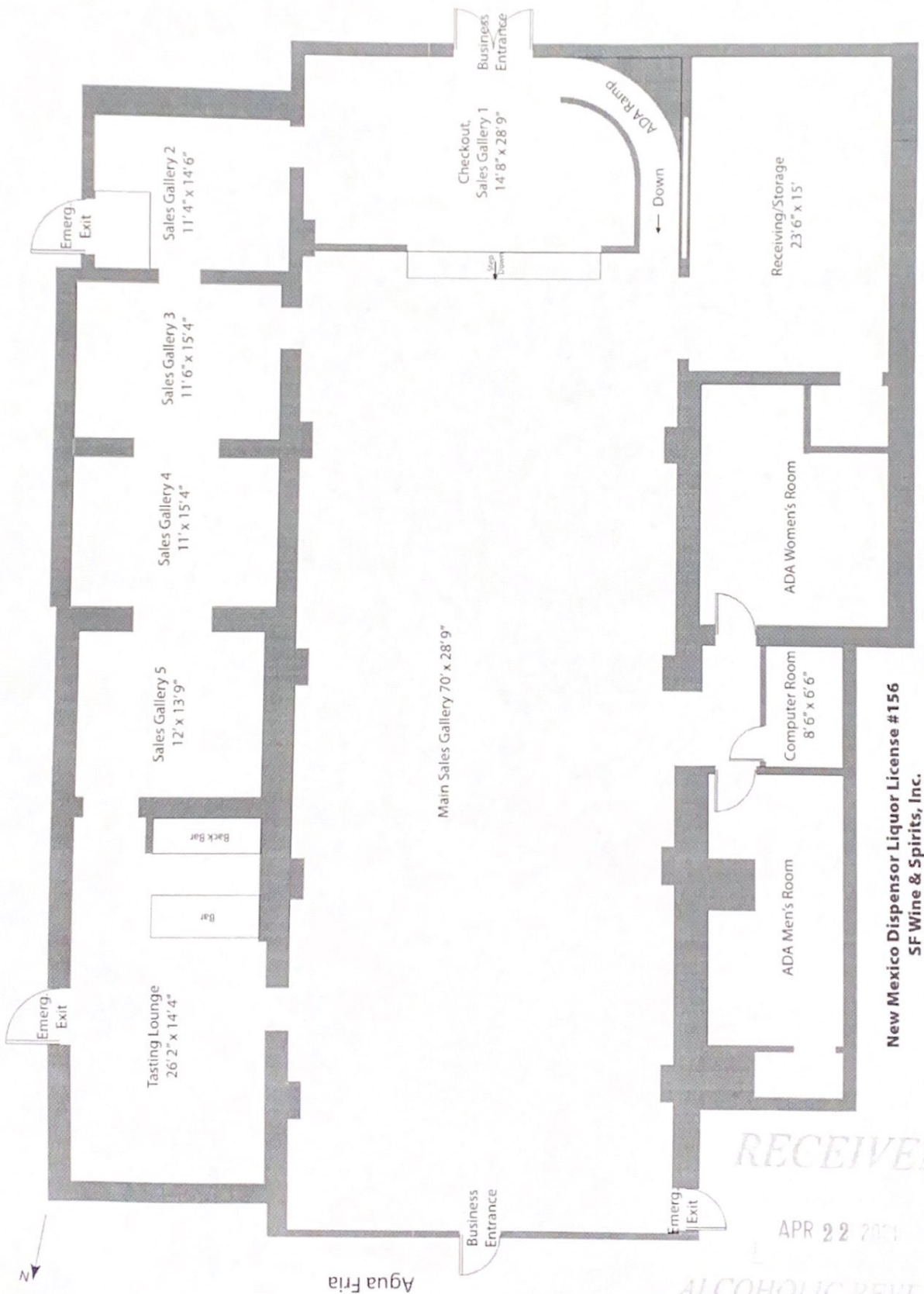
Retail sales of packaged alcohol for off-site consumption and a bar with on-site consumption are both permitted uses in the BCD district.

For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at ljmcculley@santafenm.gov.

Lani McCulley
Land Use Planner
City of Santa Fe, New Mexico



New Mexico Dispensor Liquor License # 156
SF Wine & Spirits, Inc.
dba Susan's Fine Wine and Spirits
5000 sq ft at 632 Agua Fria, Santa Fe, NM, 87501

RECEIVED
 APR 22 2001
 ALCOHOLIC BEVERAGE
 CONTROL

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, August 16, 2021.

The purpose of this hearing is to discuss a request from SF Wine & Spirits, Inc., Santa Fe for a transfer of location of Dispenser Liquor License No. 0156 from 1005 S. St. Francis Drive, Suite 101, Santa Fe, to Susan's Fine Wine and Spirits, 632 Agua Fria, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at [https://www.santafenm.gov/weekly meeting list agendas](https://www.santafenm.gov/weekly-meeting-list-agendas).

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 10:59 MDT)

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican

Date: July 12, 2021

To Be Published: July 15, 2021 &

July 22, 2021

By


The Santa Fe New Mexican (Signature)

August 16, 2021 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

<https://www.youtube.com/user/cityofsantafe>

Request from SF Wine & Spirits, Inc. for Transfer of Location of Dispenser Liquor License No. 0156 to be located at Susan's Fine Wine and Spirits located at 632 Agua Fria, Santa Fe.

SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

LEGAL # 88567

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, August 16, 2021.

The purpose of this hearing is to discuss a request from SF Wine & Spirits, Inc., Santa Fe for a transfer of location of Dispenser Liquor License No. 0156 from 1005 S. St. Francis Drive, Suite 101, Santa Fe, to Susan's Fine Wine and Spirits, 632 Agua Fria, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santa.fenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub.: July 15, 22, 2021

Ad Proof/ Order Confirmation/ Invoice

SF WINE & SPIRITS, INC.
1005 S Saint Francis Dr Ste 101
Santa Fe NM, 875051723

831-566-9144

Account Number: STSWSI

Ad ID: 17007

Ordered By:

Sales Rep: Shaundel Moya

Ad Cost: \$90.60

Order Taken by: Shaundel Moya

Tax Amount: \$7.64

Payment \$0.00

Total Amount: \$98.24

Amount Due: \$98.24

Tagline: LEGAL # 88567

PO Number:

Product:

Major Class: LEGAL NOTICES

Placement:

Classification: Legals

Ad Size: 1.00 x 4.49"

Ad Type: Legal (wrapper)

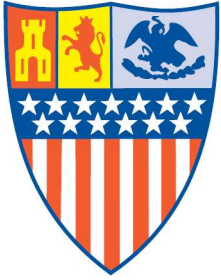
Modular Size:

of Words 124

Color:

Run Dates:

07/15/21, 07/22/21



City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

August 10, 2021

Nirmala Ganapathy
SF Wine and Spirits, Inc.
632 Agua Fria Street
Santa Fe, New Mexico 87501

RE: Request from SF Wine and Spirits, LLC for a Transfer of Location of Dispenser Liquor License No. 0156.

Dear Ms. Ganapathy:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, August 16, 2021, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their August 25, 2021 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6520.

Sincerely,

Kristine Mihelcic

Kristine Mihelcic (Aug 10, 2021 12:05 MDT)

Kristine M. Mihelcic
City Clerk

arm

Enclosure



City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: August 5, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: *Jarel LaPan Hill*
Jarel LaPan Hill, City Manager

Jason Kluck
Jason Kluck, Director, Land Use Department

FROM: Jason Sena, Supervisor, Zoning, and Code Compliance

ITEM & ISSUE

Litter and noise impact assessment, due to a request from SF Wine & Spirits, Inc. for the following:

Pursuant to §60-6B-10 NMSA 1978, request from Sf Wine & Spirits, Inc., for a transfer of location of Dispenser Liquor License No. 0156 from 1005 S. St Francis Drive, Suite 101, to Susan's Fine Wine and Spirit's 623 Agua Fria.

BACKGROUND

It is not anticipated that there will be a substantial change in litter and noise because of this request.



DUNLAP ST

AGUA FRIA ST

632 Agua Fria ST

BCDWES

ROMERO ST

15555 S

City of Santa Fe
Liquor License Request
Supplemental Information



John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

- Name of Applicant: SF Wine & Spirits, Inc.
D/B/A Name to be used: Susan's Fine Wine and Spirits
Physical location where license is to be used: 632 Agua Fria Street, Santa Fe, NM, 87501
Applicant Telephone Number: Personal: 831-566-9144, Business (currently closed): 505-984-1582
- Type of liquor license request:
 New license (indicate type: _____)
 Transfer of location (indicate type: Dispenser Type Liquor License #0156)
 Transfer of ownership (indicate type: _____)
 Transfer of ownership and location (indicate type: _____)
- Is this an existing business?
 Yes **Applicant has been in business at a previous location since 2005.**
 No **The location for this application is not currently operating as a business.**
- Does the location where this license will be located currently sell liquor?
 Yes
 No
- If the answer to questions #3 is yes, indicate the current hours of operation of the business.
When most recently open, our business hours have been 10 a.m. to 7 p.m. Monday-Saturday;
adding Sunday 12-6 during December holidays.

If the hours of operation will change due to the sale of liquor, indicate the revised hours.
No change of business hours is presently anticipated.
- If this is a new business, indicate the anticipated hours of operation of the business.
N/A

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor: Opening in this new location we anticipate a 30-55% reduction in customers per day.
 ___ Business is expected to increase (number of customers per day: _____)
 Business is expected to decrease (number of customers per day Reduction of up to 50 customers per day.)
 ___ Business is expected to remain the same
8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.
50-75 average
9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
40-60 Number of customers who drive
8-12 Number of customers who walk
3-4 customers are estimated to bicycle
10. Has liquor ever been sold at this location?
 ___ Yes
 No, not to our knowledge.
11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.
N/A
12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
 ___ Traffic can be expected to increase on adjacent streets.
 Traffic will not increase on adjacent streets.
13. Is an outdoor seating/patio area included in the licensed premise?
 ___ Yes
 No
14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
 ___ Yes
 ___ No

Name of person completing this form: Nirmala Ganapathy

Telephone number: 831-566-9144

Date: 12 July 2021

(For City Use Only)

Based upon the information provided above, staff has the following comments:

- It does not appear that the approval of this request will create any unacceptable traffic impacts.
- ___ It appears that the approval of this request will create unacceptable traffic impacts (see comments below).
- ___ Other comments: _____

By: A. Q. TRL
 Title: Engineering Division Director
 Date: July 14, 2021

Public Comments

From: Alan Statman
To: Griego, Desirae, RLD
Subject: [EXT] Susan's FSW
Date: Tuesday, May 18, 2021 8:44:26 AM

I am customer of SFSW and would add the following in support of the transfer of their license.

1. They are cooperative and courteous. The store is well laid out and clean.
2. They have gone out of their way to get me a product which other stores do not carry and those stores wouldn't even bother to try to get.
3. They sold me the product at a reasonable or even below market price.
4. It is a local small business and should be supported as opposed to national chains.
5. They are a female owned small business which should be encouraged.
6. It would be a loss if this business was closed considering the disparate impact COVID has had on NM small business.

I support the license transfer.

Sent from my iPad

Albert L. Grasso
31 Lamy Crest Road
Lamy, NM 87540

Judge Desirae Greigo
VIA EMAIL: desirae.greigo@state.nm.us
Alcoholic Beverage Control Division

RE: Susan's Fine Wine & Spirits

Dear Judge Griego,

I am writing in support of the application of the owners of Susan's Fine Wine & Spirits to transfer their business occupation and liquor license to 632 Agua Fria, Santa Fe.

I have lived in and been a property owner in Santa Fe County for more than 25 years. I personally know the owners and am familiar with their business operations.

The business is unique in Santa Fe. Unlike many of their local competitors, their product line is not the ordinary fare and instead caters to those appreciative of finer wines, spirits and craft beers. Many of their wares cannot be replicated in the Santa Fe area.

The loss of the property lease at Cerrillos Road and St. Francis Drive is a short term culinary and social disaster. If Susan's is unable to relocate, it will have long term adverse consequences, other than merely the loss of another unique Santa Fe business.

Although I am unfamiliar with the local taxes paid by businesses, I assume that closure of the business will result in the annual loss of several hundred thousand dollars of tax revenue to the community. In light of the closure or decline of many businesses in Santa Fe due to the Covid pandemic, this loss will add to the economic decline of the city. Before rejecting Susan's application, possibly those city officials responsible for the financial integrity of the community should be consulted.

As I understand, based upon their prior experience of business volumes, Susan's owners deny that their business will cause any meaningful increase in traffic or parking issues. The business location has adequate on-site parking to satisfy its historic business volumes. If the objections of increased traffic and inadequate parking are to be honored as justifications to deny the application, every other successful business seeking to locate on the premises will face the same objections. No commercial operation will be able to locate on the premises.

If so, the objectors should be reminded of the old adage – be careful of what you wish for. If commercial operations are precluded, the obvious alternatives are to shutter the location or to locate a halfway house or homeless shelter on the premises. Precisely the demographic in the area to which some citizens have objected is the likely result. In contrast, a viable business with the type of customers Susan's caters to will serve as a bulwark against these concerns of the citizenry.

Finally, I observe that two (2) of the owners are older women of Asian ancestry. This is the profile of numerous recent attacks which have made national news. I hesitate to suggest similar nefarious motives behind objections to the application arising in our city are different. However, any such rationale casts the city in a negative light and should be rejected.

Sincerely,

Albert L. Grasso

Albert L. Grasso

cc: Mayor Alan Weber via email (mayor@santafenm.gov)

From: [Alicia Bertram](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Support of Susan's Fine Wine
Date: Tuesday, May 25, 2021 6:31:07 PM

Desirae,

I am writing in support of the new Susan's location. NIMBY people are actively trying to kill this new location which is RIDICULOUS. We need to support our local thriving businesses not hinder their success.

This would be a great move for the neighborhood and the city. We need to look towards the future and the needs of our neighborhoods, instead of listening to the few loud whining voices. As an 11th generation resident we need to help our locals!!!!

Alicia Bertram

From: William Dolson
To: Griego, Desirae, RLD
Subject: [EXT] Transfer of Liquor License for Susan's Fine Wine and Spirits
Date: Sunday, May 30, 2021 12:26:08 PM

Dear Ms. Griego,

I wish to strongly support the transfer Susn's license to their new location on Agua Fria St. Susan's is a "boutique" wine and spirits store and is primarily locally and woman owned. It caters to an upscale clientele and carries unique wines and spirits which are simply unavailable at the national chains or lower end local liquor stores. The store does not have a high traffic level and is never over-crowded. The store also supports the community through discounts and donations to first responders and military personnel and local charities.

The presence of Susan's at the new location will be an asset for the local community. It is a model retail business and a Santa Fe institution.

Regards,
Bill Dolson
Santa Fe, NM

From: [bill.leith](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Support for transfer of liquor license
Date: Saturday, June 5, 2021 3:50:55 PM

Dear Ms. Griego,

I am working to you to voice my support for the transfer of the liquor license of **Susan's Fine Wine and Spirits**.

This Santa Fe business is unique and its continued operation in Santa Fe is in the community's interest.

In particular, Susan's is:

- family owned (3 of the 4 owners are women, and 3 of the 4 owners are local).
- their employees are stable, are knowledgeable, professional, friendly and helpful.
- they are never over crowded, either in the store or parking lot.

Susan's is not "just another liquor store"; it provides special value to me and hundreds of other residents of Santa Fe.

Thank you for your consideration.

—Bill
[@bill.leith](#)

From: Shan
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Wine Liquor License
Date: Tuesday, May 18, 2021 9:20:28 AM

Hi Desirae,

I heard you were taking comments in relation to Susan's Wine and the renewal of their liquor license.

We love Susan's. Santa Fe is beloved for its eclectic mix of Family Businesses. Susan's always has the local beer or fun, exotic wine or liquor we are searching for. We would much prefer to support a locally owned business than a big chain, and although we live closer to chains, we do prefer to make the drive to Susan's for our beverages for dining and entertaining.

Excellent, personal customer service and no stress shopping is also key to their success.

We look forward to their new location in Santa Fe. Please support LOCAL and renew their Liquor License for those who prefer shopping in Santa Fe owned businesses.

Thank you,
Bob and Shannon Hanson
Santa Fe, NM

From: Bob Soza
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Wednesday, May 19, 2021 11:15:33 AM

Dear Ms. Griego, I am requesting that your office actively assist Susan's in getting the liquor license transferred from the current location to the new location on Agua Fria Street. Susan's is an asset to the Santa Fe community, both in terms of its high quality staff and its contribution to the local commerce. The staff is very courteous, knowledgeable and accommodating. The environment at the store reflects the care of the owners for their employees and customers, as it is well organized, clean and friendly. Keeping an organization like this one active in the Santa Fe community will reflect positively on the decision makers. Your consideration of this request is greatly appreciated.

Bob Soza

Bob Soza
Tax Director
O: 918-388-1655 D: 918-388-1651 C: 918-625-8982

**MARINER WEALTH ADVISORS: RANKED IN THE
TOP THREE 2018, 2017 & 2016 RIA FIRMS BY BARRON'S***

Mariner Wealth Advisors

4200 East Skelly Drive, Suite 960 | Tulsa, OK 74135 | www.marinerwealthadvisors.com

CONFIDENTIALITY NOTICE: The contents of this e-mail message, along with any attachments, are covered by state and federal law governing electronic communications and may contain confidential and legally privileged information. The information is intended solely for the use by the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action or reliance on the contents of this e-mailed information, including attachments, is strictly prohibited. If you received this e-mail in error, please immediately contact the sender and delete the e-mail and any attachments from all of your computers.

Barron's awarded the 2018 #3 Top 40 RIA Firms ranking to Mariner, LLC d/b/a Mariner Wealth Advisors based on data compiled for Mariner Wealth Advisors and the 2017 #2 and 2016 #1 rankings to Mariner Holdings based upon data compiled for Mariner Holdings' registered investment adviser subsidiaries. Barron's publishes these lists based upon a number of criteria and the firms' filings with the SEC were used to cross-check the data provided to Barron's. The award is not indicative of future performance and there is no guarantee of future investment success.

From: [Brenda Shears](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits
Date: Thursday, May 20, 2021 6:30:59 PM

Susan's Fine Wine & Spirits is an excellent Santa Fe business. My husband and I have been customers almost since we moved to Santa Fe five years ago. The staff and owners are well informed, friendly and helpful whenever we have needed assistance in selecting wine or spirits.

We can also depend on professional service and quality products at an appropriate price point for our budget. The store provides an open and airy environment in which to shop. We are well greeted by staff and enjoy shopping there.

SFW is an asset to the community.

We value local businesses and encourage the facilitation of the transfer of its liquor license to a new location.

Sincerely,

Brenda Shears
421 Calle Kokopelli
Santa Fe NM 87501

From: [Bruce Legler](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines
Date: Thursday, May 20, 2021 4:36:10 PM

Hello,

We would like to support the liquor license transfer to Susan's new location. We have been customers of theirs since they opened.

They are locally owned by honest, reliable people.

This business has been an asset to our Santa Fe community for years. They offer high quality products that are purchased by both the upscale and average citizens and visitors.

Many of their high quality products are not available at most places in our county. And they are sold at fair prices.

Thank you.

Bruce & Anne Legler
1949 Cerros Colorados
Santa Fe, NM

From: [Carole Engelder](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Support for Susan's Fine Wine
Date: Thursday, May 20, 2021 10:46:13 AM

My email is to support the relocation of Susan's Fine Wine.

I am a Santa Fe resident and have patronized Susan's Fine Wines for many years. Susan's Fine Wines provides a higher end product and retail atmosphere.

Most importantly to me, Susan's is a local, family-owned small business. Santa Fe needs to nurture and support our local, small businesses.

Sincerely,

Carole Engelder
505.614.4206

From: [christopher.goblet](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits
Date: Friday, May 28, 2021 2:31:31 PM
Attachments: [Support Susan's Relocation Effort.docx](#)

Hello Ms. Griego,

Please find the attached letter in support of Susan's Fine Wine & Spirits and their proposed relocation to Agua Fria. I would appreciate you adding my comments to the files and sharing them with anyone involved in the decision making process.

Sincerely,

--

Chris Goblet
505.660.2951

Dear Ms. Desirae Griego,

I am a 22+ year resident of Santa Fe and I made the decision early on in my life that I wanted to make New Mexico my home. There are many excellent reasons for my family wanting to establish this as our home, all of them relating to the amenities that can be found in a relatively small town like Santa Fe.

Over the years we have watched as the town has made progress as a city, everything from paving dirt roads and enhancing the beauty of the landscape to redeveloping the Railyards and recruiting new business to the City Different. We have also watched, and sometimes have been shocked, as the city has failed to see its true potential. One of the great inhibitors to growth is the concept of NIMBY beliefs that pervade the city.

When my family moved here in 1999, I remember a simpler Santa Fe. There was still livestock on Alameda, in the middle of town one could still see a donkey and sheep. At that time my Father took up the charge to help another company overcome the NIMBY spirit of that day. At that time, it was Thornburg Investment Management who was looking to build a beautiful campus, designed by a world-class Mexican architect, that would generate hundreds of high paying jobs. The neighborhoods in the area cried foul... that this building would somehow disparage their views and their lives.

This sentiment of **Not In My Back Yard** has been the downfall of development and progress in Santa Fe for decades. Susan's Fine Wine & Spirits is a quality woman-owned business that is part of our community. They have an excellent customer base that appreciates buying from a local business. They support events like Santa Fe Wine & Chile and they prioritize customer service and selection like no other wine shop in town.

I hope one day the City of Santa Fe and its residents will eventually appreciate that independent business, industry and commerce is a gift to this city, it is what makes our town unique and special, and we do not work hard enough to foster or support those who define our community. Please consider that the noise and chatter you are hearing against the approval of this business relocation is the echo chamber we have long lived in, and it has failed us before as it will fail us again. Please allow Susan's Fine Wine & Spirits to continue as a thriving business in our community and approve their request.

Sincerely
Chris Goblet
Concerned Citizen & Wine Enthusiast

(505) 660-2951
518 Old Santa Fe Trail #304
Santa Fe, NM 87505

From: Christine McDonald
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits
Date: Tuesday, May 18, 2021 4:42:49 PM

Dear Ms. Griego,

It is my understanding that Susan's Fine Wine & Spirits is in the process of requesting a transfer of their license to a new location at 632 Agua Fria.

I have been a customer of this fine establishment for several years. The ambiance of their establishment, combined with the quality and uniqueness of wines have kept me a loyal customer. I consider SFW&S the creme de la creme of wine experiences in our town.

A family owned company with knowledgeable, professional and helpful staff, the experience is one of friendliness and warmth.

SFW&S is strongly community-minded and supportive of veterans, first responders and local charities.

The continued presence of their fine establishment is a value to our community and at the new location, they will have a beneficial and positive effect on the entire neighborhood.

Please feel free to contact me if you have any specific questions.

Thank you!

Christine McDonald

From: [Kratz, Corinne](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] support for Susan's Wine transfer
Date: Tuesday, May 18, 2021 1:09:39 PM

Dear Desirae Griego,

I write in support of the request by Susan's Fine Wines to transfer their liquor license to new premises at 632 Agua Fria after losing their lease on their current premises. Susan's is a much appreciated store that brings high quality wines and spirits to town that are not available elsewhere in this part of town. They take great care in their selection of products, hold small tasting events that are educational, and are locally owned. Please feel free to contact me for further comments.

Corinne A. Kratz
PO Box 216
Tesuque NM 87574
<http://anthropology.emory.edu/home/people/kratz-corinne.html>

This e-mail message (including any attachments) is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message (including any attachments) is strictly prohibited.

If you have received this message in error, please contact the sender by reply e-mail message and destroy all copies of the original message (including attachments).

From: [David Crosby](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines
Date: Tuesday, May 18, 2021 9:36:53 AM

I understand that the liquor license for Susan's is under review for transfer. I'd like to add my support for this business, they have always gone out of their way to make sure that unlike so many other businesses that sell liquor, their premises are always clean, safe, welcoming, professionally and carefully staffed, and they are responsible to the community.

David Crosby
Santa Fe

From: [Deena Joseph](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines & Spirits
Date: Wednesday, May 26, 2021 10:18:23 AM
Attachments: [Susan's Fine Wines \(ltr\).WORD.docx](#)

Good Morning!

Please see my attached letter in support of Susan's Fine Wine & Spirits' request for transfer of their liquor license to 632 Agua Fria Street.

Thank you,

Deena Joseph
505-660-3300

GOCREATIVE - DEENA JOSEPH

GocreativeDeenajo@yahoo.com * 505-660-3300

May 26, 2021

State of New Mexico
Regulation and Licensing Department
Alcoholic Beverage Control
2550 Cerrillos Road, Second Floor
Santa Fe, NM 87505

Dear Ms. Desirae Griego,

Susan's is a successful, small, luxury business - precisely what the City of Santa Fe and the state promotes as its desired type of business. I am writing on behalf of Susan's Fine Wines & Spirits as a loyal customer for many years and as a hospitality and tourism industry generator and representative during my 30 years in Santa Fe. I have catered for Susan's Fine Wine & Spirits for special, promotional events and have seen first hand their excellent selection of thoughtfully sourced product, their respectful and educated clientele in wine and spirits, and how they treat vendors, employees and customers. I have come to know them personally and am impressed by their generosity in giving back to the Santa Fe community with their time and charitable donations. Susan's Fine Wines & Spirits took great care of their employees during Covid, even though they were deeply impacted by the closure, as many small businesses were.

I am one of the owners of a redevelopment in the Railyard District creating a mixed-use, sustainable, walkable project. We have a long-standing family owned and operated property management and development company and work with the City and understand the processes in obtaining or transferring liquor licenses. A liquor license typically and initially generates concern when it is proposed in a neighborhood, and without context this is understandable. However, Susan's Fine Wines & Spirits' business is not the typical "liquor" store/establishment and will only improve the neighborhood through increased property values, accessibility to excellent, thoughtfully sourced products and experiences and greatly contributing to the spirit and characterization of the mixed-use zoning. Susan's Fine Wines & Spirits is an ideal neighbor and business for this location and is a much desired and needed business in Santa Fe.

Hospitality and tourism are the backbone of the economy in Santa Fe, greatly supporting the art economy as they are integral to one another. Susan's is a thoughtful, well-managed, small business that would be a wonderful asset to any neighborhood. Please support the transfer of Susan's Fine Wine & Spirits' liquor license to 632 Agua Fria Street.

Sincerely,

Deena Joseph

From: Diane McGaha
To: Griego, Desirae, RLD
Subject: [EXT] Liquor License Transfer/Susan's Fine Wines
Date: Monday, May 24, 2021 9:47:53 PM

Hello Ms. Griego, I'm a current customer of Susan's and am sending this email to express my support for the requested license transfer to the new Susan's location. Susan's is not the usual liquor store and let me provide one personal example. I don't drink alcohol very much because it tends to give me headaches. But at the suggestion of a friend, I contacted Susan's a few years ago and tried a sparkling wine recommended by General Manager Eva Moldovanyi - and that wine does not give me headaches (and I still enjoy it every month)! It may seem like a small thing, but I'd previously asked Total Wine and other liquor stores in Santa Fe and Albuquerque to help me identify a wine I might be able to drink, but none of them were interested or willing to expend the staff time to help. Susan's is the exception and the staff there has since offered personal advice about other beverages I wanted to purchase as gifts, which I did with great success and appreciation. Susan's is a small, family-owned, neighborhood specialty store that serves people like me who have very specific needs. The products sold at Susan's happen to be alcohol, but Susan's is not the place people shop when they just want something cheap for a buzz.

I encourage you to consider the distinctive nature of the products sold at Susan's and the very special niche this business has occupied in Santa Fe for over 15 years. Thank you.

Diane McGaha, Santa Fe

From: Doug McClellan
To: Griego, Desirae, RLD
Subject: [EXT] I support the liquor license transfer of Susan's Fine Wine and Spirits
Date: Monday, May 24, 2021 3:29:16 PM

Dear Ms. Desirae Griego:

I am a longtime customer of Susan's Fine Wine and Spirits and write in support of the request to transfer their liquor license to a new location at 632 Agua Fria St.

Our local merchants especially need our support in these challenging times. I try to give Susan's my business whenever possible, instead of going to one of the stores owned by Big Supermarket or Big Liquor.

Susan's has always been the epitome of a "Clean, Well-Lighted Place." Because it caters to a more upscale clientele, the store has never been crowded when I have shopped there. Nor have I ever had a problem parking right in front Susan's, even though their current location is in a shopping center that includes a Chipotle and another popular restaurant.

I'm a fan of craft beer, and Susan's selection is terrific. They let the big guys deal with the mass market beer brands, and instead focus on more interesting fare. Also important to me is the fact that Susan's has always supported our local New Mexico breweries.

They may not have the endless aisles of wines and spirits that Big Liquor has, but Susan's selections are well-chosen. You can always find something good at just about any price range.

I hope the state of New Mexico will support our fellow New Mexicans by approving the transfer of Susan's liquor license. The Big Supermarket and Big Liquor stores suck enough money out of our community, while the local owners and staff of Susan's have a 15-year(!) track record of being responsible to their community, and responsive to their customers.

The big guys will do just fine; I'd rather spend my money at my hardworking, *local* beer, wine, and spirits merchant. Thanks for your consideration &

Cheers,

Doug McClellan
doug@dougmccllellan.com
111 Coronado Ln.
Santa Fe, NM 87505

From: Shannon Chamberlain
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wine and Liquor
Date: Wednesday, May 26, 2021 9:17:33 PM

Dear Ms. Griego,

I am writing to express my support for Susan's Fine Wine and Liquors and their attempt to move to the Aqua Fria neighborhood, as a Santa Fe resident who lives walking distance away. I've heard that there is a great deal of opposition to this move, and I can't imagine why. Susan's is a classy establishment that is extremely unlikely to bring anything but benefits to the neighborhood (which, frankly, could use a store like this). I can only imagine that the people who oppose this move into our neighborhood are the type who either oppose any sort of change or those who have never set foot in Susan's and think it would attract what they deem a "lower class" element. Setting aside their snobbery and NIMBYism, this seems highly unlikely. Susan's is moving into a building that was already used for commercial purposes, in an area where plenty of commercial establishments exist already. In any case, a small, vocal, and rather puritanical group of people should not have the power to tell a good, local business like Susan's that it must face dissolution because they have ill-founded and ill-considered "concerns." I very much hope that the state review board will approve the request of Susan's to relocate.

Thank you,

Dr. Shannon Chamberlain
709 Juniper Drive
Santa Fe, NM 87501

From: [Steven Rudnick](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines
Date: Tuesday, May 18, 2021 9:26:53 AM

I count on Susan's for quality products that I cannot find at the chain liquor stores. There is nobody else that carries Trinquedel Rose.

Steven Rudnick, Ph.D.
Environmental Scientist/Educator

From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT]
Date: Monday, May 31, 2021 8:01:51 PM

From: emtnm@comcast.net <emtnm@comcast.net>
Sent: Sunday, May 30, 2021 1:20 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: emtnm@comcast.net
Subject: [EXT]

Sent from my T-Mobile 4G LTE device

From: [Eliot Chavanne](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines New Location
Date: Tuesday, May 25, 2021 6:37:22 PM

Dear Desirea,

It has recently come to my attention that our beloved Susan's Fine Wines is moving to a new location. At first this was troubling news as I was originally led to believe they had become another locally owned and operated business that had fallen victim to the troubling effects of the Covid-19 pandemic. But, after visiting their store in person the news was made clear and I learned they were simply moving down the street due their landlord not renewing the lease after 19 years at their current location.

It's been made clear to me by the amazing staff and owners at Susan's that the new neighbors have concerns about a liquor store opening up in their neighborhood. I'd like to lend my words and assure you that Susan's is not your typical liquor store. They operate by selling low volume high end wine and liquor. This is not the kind of place that draws large foot traffic by selling those \$1 liquor bottles. They've won my customer loyalty by having a well curated quality selection of alcohol and a knowledgeable team of employees that are friendly and professional.

The new neighbors have every right to be concerned about an increase in traffic, but I have never been in the store and experienced more than 5 customers present. Please understand that this is a primarily female owned business that is a Santa Fe staple and deserves this city's continued support after a year of closures and lost revenue.

Thank you for reading and have an amazing day.

-Eliot

From: Elizabeth Foree
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's License Renewal
Date: Tuesday, May 18, 2021 10:11:59 AM

Dear Desirae,

I understand Susan's is moving to a larger place on Aqua Fria.

As a good-wine drinker, I find their selections are fresh, in date, and choices of wine club wines excellent

Please make this move an easy transition so I can "go shopping"!

Elizabeth Foree

From: eva@sfwineandspirits.com
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Letter in Support of Susan's Fine Wine and Spirits
Date: Wednesday, May 26, 2021 2:06:52 PM

Dear Ms. Griego,

I am writing in support of the liquor license transfer of Susan's Fine Wine and Spirits (Susan's).

The fierce opposition expressed by neighbors on Agua Fria and Romero streets is astounding, given they knowingly took residence in a city zone approved for retail. As neighbors have pointed out to me, the objection appears mostly related to city traffic, and less so for the type of business. Ironically, this suggests neighbors will oppose any type of business in the immediate vicinity.

The neighbors' unwillingness to work with the owners of Susan's Fine Wine and Spirits to find mutually agreeable solutions, exposes just how little regard they have for sustainable commerce in the city of Santa Fe. The fact that neighbors' opposition could spell the end for Susan's seemed to be of no concern; quite the opposite, in fact, neighbors relished that outcome as long as Susan's did not move to 632 Agua Fria.

Among the many reasons for approving Susan's move, I list the following:

- Importantly, approval of the license transfer means Susan's may remain a viable business.
- Susan's is a family-owned business; three of the four owners are women; three of the four owners are local.
- Susan's profits are frequently re-invested in the Santa Fe community.
- Susan's employs local Santa Feans, all with a passion for fine wine and spirits. Personally, after a long successful career as a geologist, Susan's has afforded me the opportunity to pursue my second passion, fine wines.
- Susan's workforce is diverse and supportive of the LGBTQ community; many employees are or have been of gay or bisexual orientation.
- During the Covid Lockdown of 2020, all staff remained on the payroll; no one was furloughed, unlike many businesses in Santa Fe.
- Susan's is a conscientious purveyor of fine wine and spirits and craft beer. In its 15+ years of existence, the owners have complied with all regulations and requirements of the Department of Alcohol and Beverage Control; during that time, Susan's has incurred zero fines.
- Susan's is a frequent destination for tourists visiting Santa Fe.

To reiterate, denying Susan's the license transfer to 632 Agua Fria would bring an unfortunate end to an iconic business; business Santa Fe can ill afford to lose. I hope the Department of Alcohol Beverage Control approves the transfer.

Thank you,
Eva

*Eva Moldovanyi, PhD
General Manager
Susan's Fine Wine and Spirits
Store: (505) 984-1582*

From: Eve Cohen
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Tuesday, May 25, 2021 11:09:21 AM

I am writing in support of the above application for transfer of liquor license. This business is entirely local unlike big box chain stores such as Total Wine. Their license is mainly used for tasting events. I believe they will be respectful neighbors in their new location. If we don't support local businesses then we will suffer the Walmart phenomenon and lose our local businesses.

Eve Cohen

Sent from my iPhone

From: [Lance Farrell](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] SF Wine And Spirits - Susan's Liquor
Date: Tuesday, May 25, 2021 9:10:06 AM

Hi Desirae,

Please accept this email on behalf of Susan's Liquor. Susan's Liquor has been a part of the Santa Fe community for over a decade and for the past 9 years my family and I have been repeat customers of Susan's Liquor. Their selections of wine, spirits and beer are always on point. The staff is very welcoming and helpful. I appreciate throughout the year Susan's Liquor holds fundraisers where all the proceeds stay within the Santa Fe community. The above statements are why we support a locally owned business instead of a corporate chain. We need to do whatever it takes to keep retailers that live, work and support the Santa Fe community.

Thanks,
Farrell and Garica Families

From: [Greg Myers](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits
Date: Thursday, May 20, 2021 2:19:54 PM

Ms. Desirae Griego,

As a customer of Susan's Fine Wine and Spirits, I would like to express my strong support for their relocation to 632 Agua Fria Street. Susan's has been an important and successful member of our business community for over 15 years. Locally owned and operated they have served a loyal clientele and the community with a unique mix of products and knowledgeable staff. A combination not replaceable by their competition.

Susan's proposed relocation embraces the principles of mixed use zoning and is extremely important for the future of our community as highlighted by the 2017 City of Santa Fe Land Use & Design Study. Mixed use zoning promotes a village style mix of retail, restaurants, offices, civic uses and family housing for an enriched community experience. Failure to embrace mixed use zoning could deny our community economic development/improvements, social connectivity, investor ROI and sustainability.

Our community is more than an assortment of buildings, businesses and residences. To successfully integrate these entities into a vibrant community one need look no further than the Railyard District.

For our community, I respectfully ask you to approve the proposed relocation of Susan's Fine Wine & Spirits.

Thank you,

Greg Myers,
Santa Fe Railyard District Resident

Sent from my iPhone

From: [Howard Spiegelman](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine and Spirits License Transfer
Date: Wednesday, May 26, 2021 5:53:12 PM

Dear Hearing Officer Griego,

As a long-time wine professional and Santa Fe resident, I would like to support Susan's Fine Wines and Spirits' application for license transfer to their new location.

For the past 10 years I've taught "wine-appreciation," food and beverage management, and wine and food pairing at Santa Fe Community College. My wife and I have written extensively on wine and wineries from around the world, including a number of articles on New Mexico's wines and wineries. Susan's is a prime promoter of quality wines and spirits from New Mexico.

Susan's has been our resource for both its quality products and outstanding customer service and education. It has consistently gone that extra mile in supporting local charitable causes with product donations, including to SFCC. They have become a valuable contributing member of our community.

And, while we patronize wine merchants, from Total Wine to Kelly's Liquor Barn, Susan's has always our go-to store for special wines and spirits, unique tastings, and educational events. There is no other shop like this in our city.

So, we ask you to approve Susan's license transfer to its new location.

Thank you,

Howard & Deborah Spiegelman

Howard M. Spiegelman
2 Calle Siete Casas
Santa Fe, NM 87507
(505) 466-1142
hms2010@comcast.net

From: [Howard Gershon](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines Liquor License
Date: Wednesday, May 19, 2021 10:20:56 AM

I am writing in support of Susan's Fine Wines effort to transfer it's liquor license to a new location on Agua Fria Street. Susan's is a locally owned business that provides excellent service and is an alternative to big box out of state purveyors. We need to do all that we can to help these local businesses succeed!

Howard J. Gershon
New Heights Group
505 690 8433 (cell)
Howard@reach-newheights.com

Thought for the month
"Sometimes you have to get in the way."
John Lewis

From: Scott Werner and John Lippe
To: Griego, Desirae, RLD
Subject: [EXT] liquor license application
Date: Tuesday, May 18, 2021 9:57:40 AM

Dear Ms. Griego,

Please process efficiently, the application of the liquor license for Susan's Fine Wine & Spirits.

This is a well established, and local, and locally owned established business which is moving from one Santa Fe location to another Santa Fe location.

They have responsibly served a niche market in Northern New Mexico.

Thank you,

J. Scott Werner, M.D.

Santa Fe

From: [O'Bannon, James E.](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine
Date: Monday, May 24, 2021 2:34:09 PM

I am writing in support of Susan's. Susan's is unique in Santa Fe in that the selections that they carry are often unique and the service is extraordinary. This is not like shopping at Albertsons. Losing Susan's would be a loss for the many in the Santa Fe community that appreciate the special selections and service offered by this business.

My wife and I are homeowners in Santa Fe. Unfortunately we are not yet full time residents. Losing Susan's would be a loss.

Hopefully you will grant the permit application.

James E. O'Bannon
Partner
JONES DAY® - One Firm Worldwide™
2727 North Harwood Street
Dallas, Texas 75201
Office: +1.214.969.3766
Cell: +1.214.763.0505
Fax: +1.214.969.5100
jeobannon@jonesday.com

*****This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.*****

From: [jim.podesta](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines
Date: Tuesday, May 18, 2021 11:07:32 AM

I'm sending in my recommendation to transfer Susan's license to its new potential location on Agua Fria Street. The store offers the best selection of wines in Santa Fe at fair prices, as well as beer and spirits. The staff is very knowledgeable and helpful to customers at various price points. During the pandemic, they strictly enforced mask wearing and occupancy limits, making one feel safe while shopping inside. All in all, it's the type of small business that we want in Santa Fe.

James Podesta
2920 Bonito Circle
Santa Fe, NM 87507

From: James Selby
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Monday, May 24, 2021 7:05:25 AM

Dear Ms. Griego,

I'm writing in support of the approval for the new location on Aqua Fria. This is a vital small, local business which has endured and served its community well. My sister has a home on Agua Fria near another local business, Joseph's, and as a downtown resident, welcomes being able to walk to a retail store of such quality as Susan's.

Knowing the owners and managers for years, I attest to their integrity and hard work and earnest support of our cities citizens.

Thank you for your consideration.

James Selby
Santa Fe, NM

From: [Jana Shoulders](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines Liquor License in Santa Fe
Date: Tuesday, May 18, 2021 10:01:57 AM

Dear Desirae - we have been patrons of Susan's for many years and have been impressed by the well run establishment. It is particularly rewarding to do business with a group that is diverse, professional and by all outward signs a responsible employer.

We hope you will approve their new license as we see them as a real jewel for Santa Fe and the state of New Mexico.

Jana Shoulders
1135 Piedra Rondo
Santa Fe, NM 87501

Mariner Wealth Advisors

O: 918.991.6910 C: 918.740.6298 F: 918.665.6219
4200 E. Skelly Dr., Suite 950, Tulsa, OK 74135
1601 NW Expressway, Suite 1850, Oklahoma City, OK 73118
7971 SW 45th Avenue, Suite 100, Amarillo, TX 79119

CONFIDENTIALITY NOTICE: The contents of this e-mail message, along with any attachments, are covered by state and federal law governing electronic communications and may contain confidential and legally privileged information. The information is intended solely for the use by the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action or reliance on the contents of this e-mailed information, including attachments, is strictly prohibited. If you received this e-mail in error, please immediately contact the sender and delete the e-mail and any attachments from all of your computers.

Nothing in this email is intended to provide any legal, accounting or tax advice. You should consult an attorney, accountant or tax professional regarding your specific legal or tax situation.

From: jarratt@jarratt.net
To: Griego_Desirae_RLD
Subject: [EXT] Transfer of license for Susan's Fine Wines
Date: Tuesday, May 18, 2021 2:50:39 PM

Hi Ms. Griego:

As I understand it, this licensee lost its lease quite suddenly in the only location it has ever known (at the intersection of Cerrillos & St Francis in Santa Fe). It cannot reopen at its new location until the license is transferred, of course.

This is a well established woman-owned and local business that has a loyal following. During the period it is unable to offer retail services its loyal customers must shop elsewhere. Any business interruption is traumatic — the sooner Susan can reopen the better before its customers develop new shopping patterns.

I am one of its customers and am writing you to urge you to expedite the transfer process to the extent practicable. I understand that there are a lot of statutory requirements that must be met and that even an expedited process may take a while.

Thanks for your consideration.

Best,

Jarratt
jarratt applewhite
lamy, nm
505.577.5335 (cell)

From: Jeffrey.paine
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wines & Spirits
Date: Wednesday, May 26, 2021 12:18:45 PM

Good Morning Ms Griego,

I am very happy to write in support of Susan's Fine Wines & Spirits having their liquor license transferred to 632 Agua Fria. I just returned from a drive through the neighborhood to ensure the accuracy of this e-mail.

First, as the business name implies—Fine Wine and Spirits—Susan's is not your "typical" liquor store where the shelves are stocked and an individual sits at the cash register. Susan's employs knowledgeable staff who can answer questions about all the products they sell and are always at the ready to assist with the perfect selection. That does not sound like your "typical" liquor store or the one to which neighbors could object.

Second, as Santa Fe city and county continue to expand and welcome transplants the need for the type of specialized service they provide is needed. Not only do they offer a distinctive level of service and customer friendship they actively support the Santa Fe Wine & Chile event, something that few, if any, other establishments can say.

Agua Fria is a small neighborhood but the off street parking will not affect this ambience and will not become the "blight" and hangout that might be feared. The owners are community oriented and will not tolerate behavior that would bring discredit upon either them or the neighborhood. Santa Fe is a unique and special place that will be diminished if their transfer application is denied.

Thank you for considering my support of Susan's Fine Wine & Spirits.

JEFF PAINE
53 Tano West
Santa Fe



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wines and Liquors

Proposed Location: 632 Agua Fria Street

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

receiving a permit to operate at its new location on Agua Fria Street.

I an ordinary citizen, a resident of South Capitol, with no connection to the store or its owners, and I support its application to be permitted at the new 632 Agua Fria location.

Susan's is a well-managed, locally owned business with a history of supporting the community through donations. It is NOT a national chain or a big box retailer and, based on my experience shopping at its current location for more than 15 years, is unlikely to draw large crowds or create over-crowding.

Not permitting Susan's to open at its new location, in a site that is zoned for retail, would be an arbitrary and unjust action that would hurt the community the store serves. It would also send a terrible signal to business owners and entrepreneurs at a time when the City is attempting to bounce back economically from the ravages of COVID.

Your Name: Jeff Zilka Date: June 1, 2021

Your Street Address: 648 Granada Street

City: Santa Fe State: NM Zip: 87505

How may we contact you?

Phone: 847 421 0622 E-mail: jeff.zilka@edelman.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



From: [Zilka, Jeff](#)
To: [Griego, Desirae, RLD](#)
Cc: [Zilka, Jeff](#)
Subject: [EXT] In support of Susan's Fine Wines and Liquors being allowed to operate at its new location on Agua Fria Street
Date: Thursday, May 27, 2021 7:11:35 AM

Dear Ms. Griego,

I understand you are the hearing officer in the matter of Susan's Fine Wines and Liquors receiving a permit to operate at its new location on Agua Fria Street.

I am an ordinary citizen, a resident of South Capitol, with no connection to the store or its owners, and I am in support of that application. Susan's is a well-managed, locally owned business with a history of supporting the community through donations. It is NOT a national chain or a big box retailer and, based on my experience shopping at its current location for more than 15 years, is unlikely to draw large crowds or create over-crowding.

Not permitting Susan's to open at its new location, in a site that is zoned for retail, would be an arbitrary and unjust action that would hurt the community the store serves. It would also send a terrible signal to business owners and entrepreneurs at a time when the City is attempting to bounce back economically from the ravages of COVID.

Kindly register my opinion, and I'm happy to answer any questions.

Sincerely,

Jeff Zilka
648 Granada Street
Santa Fe, NM 87505
C: 847 421 0622

From: Joan Blythe
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wines liquor license transfer support
Date: Wednesday, May 19, 2021 11:40:53 AM

Dear Ms Griego,

Susan's Fine Wines is one of the most unique stores in Santa Fe. It has had a wonderful ambience where it is a pleasure to spend time and more than that, it has a superb staff, always knowledgeable and helpful. I feel safe there. I do not feel safe or comfortable at the massive Total Wine Store where I have only been once and will never go again. . I am a senior so I am especially grateful for the attentive service I always get at Susan's and for the attentive responses I get when I email them my requests. I also like shopping for wine at Susan's because of the quality of other customers there who have also been unfailingly polite.

I would be happy to respond further if need be.

Sincerely yours,

Joan Blythe
1266 Canyon Road
Santa Fe, NM 87501

505-988-4558

From: [John Grimm](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine liquor license transfer
Date: Thursday, May 20, 2021 1:29:22 PM
Attachments: [PastedGraphic-3.png](#)

Good afternoon, Desirae.

I would like to express my support of the liquor license transfer of Susan's Fine Wine here in Santa Fe. I have known the family that own Susan's for many years and can attest to their fine character personally and in business. I know they support local charities and first responders. They have a great staff and the products they sell are geared toward an upscale clientele. They keep a clean area around their business and are very fair to their employees and business partners. They are good citizens of this state we live in.

I hope you will consider my comments in your consideration of this license transfer.

Thank you

John

John Grimm
General Manager
Fiasco Fine Wine
john@fiascowine.com
20 Bisbee Ct.
Santa Fe, NM 87508
O (505) 438-2500
F (505) 438-2595



From: [Julia Bertram](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] In Favor of Susan's Fine Wine & Spirits Liquor License
Date: Tuesday, May 25, 2021 6:33:09 PM

Hello Ms. Griego,

My name is Julia Bertram and I'm a full time, born and raised resident here in Santa Fe. I'm writing to you today in support of Susan's Fine Wine & Spirits liquor license at their new location on Agua Fria. Susan's has always been a friendly, upscale, and safe local business that my family and I frequent. My boyfriend and I are wine club members and the staff at Susan's has always been helpful and knowledgeable, while providing some of the best selection of wines and spirits near downtown.

I hope that their liquor license is able to be transferred to their new location so we may continue to support one of our favorite local businesses.

Best,
Julia Bertram

--

Julia Bertram
505-795-9270

From: [Julita Howard](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Friday, May 28, 2021 10:10:05 AM

Hi Ms. Griego - This e-mail shall serve to speak out in support of moving Susan's Fine Wine and Spirits liquor license to its new location at 632 Agua Fria. This family owned business (3 out of the 4 owners are women) are purveyors of fine wine, fine spirits, and craft beer, not just your everyday liquor store. They have always maintained an open, welcoming, and clean atmosphere in their store and in my experience their customers are upscale and friendly. Any events they have held have been well curated and responsibly conducted and they are never overcrowded in either the store or parking lot.

In my opinion, this is exactly the type of establishment that Santa Fe needs to encourage as part of keeping the Santa Fe feel. They support Santa Fe by providing discounts to first responders and military personnel, donating to local charities, and providing product and atmosphere that others don't, not to mention their tax contributions. I do not feel that this store will negatively impact the neighborhood, and in fact will only enhance it.

Thank you for your time.

--
Julita Howard
JULITA HOWARD REALTY, LLC
(505) 819-9254

From: [Kathleen King](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines
Date: Monday, May 24, 2021 2:40:25 PM

Dear Ms. Griego,

I am writing to ask for your support in granting Susan's Fine Wines and Spirits a licence to operate at their new location. I have been a customer of theirs since they first opened and I value their expert and professional staff and the quality of the products that they offer. This is not a business that will attract an unwanted clientele, as their product is high end. As well as being a long time customer, I have also been working with them as a client for the past few years. They sponsor an hour of classical music on KHFM public radio and our listeners are also avid supporters of the business. It would be a shame to not allow them to continue to serve the community. I certainly hope that you will take this into consideration as you make your decision. Please feel free to contact me if you need additional information.

Many thanks,

Kathleen King

Account Executive

505-577-4507 Mobile

505-466-5003 - fax

American General Media

NEED DIGITAL? ASK ME ABOUT OUR NEWEST DIGITAL ELEMENTS, KABOOM STUDIOS AND AGM DIGITAL.



From: [Keith Kintigh](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Wine Store Transfer of License to 632 Agua Fria
Date: Monday, May 24, 2021 3:27:40 PM

Dear Ms. Griego,

I have been a frequent customer at Susan's Fine Wine & Spirits for the last 5 years. In my experience, the store is very well run--always clean with a welcoming atmosphere and a well-informed and responsive staff. While the store does a reasonable business, I have never seen it crowded and the customers are not the sort of people that would be the least bit problematic to neighbors. Susan's maintains a carefully chosen selection of moderate to higher priced wines, fine spirits, and craft beer, at what seem to me to be reasonable prices. In contrast to the national chain liquor stores, Susan's is just the kind of small, family-owned business that makes Santa Fe such a wonderful place to live (and shop). I do hope that it will be possible for Susan's to move to this new location. If I can supply any additional information, please feel free to contact me.

Keith Kintigh

[Keith Kintigh](#), Professor Emeritus, [Arizona State University Tempe, USA](#)
[Coalition for Archaeological Synthesis](#), Co-President
[iDAR - the Digital Archaeological Record](#), Co-Chair, Board of Directors
Contact: 505-395-7979(h) 421 Calle Kokopelli, Santa Fe, NM 87501

From: [Lana](#)
To: [Griego, Desirae, RLD](#)
Cc: [Lana Czerniakowski](#)
Subject: [EXT] Regarding The hearing On Susan's Fine Wine on March 24th
Date: Thursday, May 20, 2021 1:48:08 PM

Hello,

I own property in the neighborhood where Susan's is considering relocating. It is my understanding that there is a hearing scheduled for March 24th during which the transfer of Susan's liquor license will be discussed. I can not attend the hearing but would like to use this email to express my thoughts.

I am a loyal customer of Susan's Fine wines. As such, I have observed the following about the business:

Susan's is a family-owned business; three of the four owners are women; three of the four owners are local.

Susan's Fine Wine and Spirits is a purveyor of fine wine, fine spirits and craft beer, not just everyday liquor fare

Products are carefully curated for their quality, uniqueness, and value

Employees are knowledgeable, professional, friendly and helpful

Staff maintain an open, welcoming, clean, and bright environment at the store

Events are well curated and responsibly conducted

The store is never over-crowded, nor is the parking lot

Susan's supports Santa Fe's first responders and military personnel through discounts and donations

As a property owner in the general neighborhood, I would urge you to grant the license be transferred to the new location.

Thank you

Lana Czerniakowski
242 Closson Street Unit 4

Sent from [Mail](#) for Windows 10

From: [Leonora Pepper](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits at 632 Agua Fria
Date: Monday, May 24, 2021 3:38:42 PM

Dear Ms. Griego,

I'm writing in support of Susan's Fine Wine & Spirits obtaining a liquor license for their new space at 632 Agua Fria Street. I am a long-time customer of Susan's, and I think it's important that we support locally owned and operated businesses in Santa Fe. Having this business on this stretch of Agua Fria would also be a positive presence in the neighborhood--residents could walk to pick up a bottle of wine, etc., which I believe could increase foot traffic in a positive way.

Thank you very much for your attention.
Best wishes,
Leonora Pepper

From: [Liz Stefanics](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Tuesday, May 18, 2021 8:43:45 AM

Ms. Griego -

I believe it is important to support family-owned businesses as part of the economic foundation of New Mexico.

There is a lot of competition from the big box stores, and it is amazing that a business such as this is continuing with the support of the community.

I ask that you support the license for moving the business if it meets all statutory requirements.

Thanks,

Liz Stefanics, Senate District 39
PO Box 720, Cerrillos 87010
Cell 505-699-4808
lstefanics@msn.com

From: [Lloyd Foster](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] SFWS
Date: Sunday, May 23, 2021 6:44:36 AM

Highly concur and agree for the approval of moving SFWF liquor license to the new address location on Aqua Fria street in Santa Fe. Thank you for your consideration. Lloyd Foster.

Sent from my iPhone

From: [Luke Rodriguez](#)
To: [Griego, Desirae, RLD](#); eva@sswineandspirits.com; nirmala@sswineandspirits.com
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Friday, June 4, 2021 9:54:29 AM

Hello, my name is Luke Rodriguez and I am writing this email in support of Susan's moving to new Agua Fria location. I am the owner of 722 Agua Fria which is a family home owned by my family for over 100 years, less than a block from the new location. I don't feel the opening of Susan's at their new location will impact the neighborhood negatively but in fact will instead be supporting a family owned local business. Unlike the prior liquor establishment that used to be closer to St. Francis or Owls on Hickox, Susan's sells fine wines, spirits and craft beer, not your everyday liquor store and does not attract an unsavory group of people. I have been to Susan's location many times over the years and have NEVER experienced overcrowding in the store or in the parking lot. I have always been able to pull up right in front of the store. It would be a great disservice to our community not to allow Susan's to open up at their new location. This is a local business that has been a part of our community for many years. If you would like to contact me for any additional information I can be reached on this email or on my cell phone 505.690.6220.

From: LYNN CLARK
To: Griego, Desirae, RLD
Subject: [EXT] Transfer liquor license
Date: Tuesday, May 18, 2021 4:15:47 PM

Please allow transfer of the liquor license of Susan's Fine Wines in Santa Fe to 632 Aqua Fria. They lost their lease at their old location. This is a wonderful local business that provides a valuable service not only to Santa Fe residents but to visitors alike. They are very supportive of local events and activities.

Thank you,

Lynn Clark
250 E. Alameda, #706
Santa Fe, NM 87501

From: Martha Baker
To: Griego, Desirae, RLD
Subject: [EXT] Public Comment, Susan's Fine Wines
Date: Tuesday, May 18, 2021 10:50:07 AM

Dear Ms. Griego,

I am writing to voice my support for granting a liquor license to Susan's Fine Wines in its new location on Agua Fria. Susan's is a locally-owned business that caters to a discerning clientele in Santa Fe. They stock wines that are not available from chain stores and offer generous support for local charities.

Thank you for your time and attention,

Martha Baker

921 Calle Vistoso, SF, NM, 87501

From: [Matt Chamberlain](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits liquor license transfer
Date: Monday, May 24, 2021 2:44:18 PM

Dear Ms. Griego:

I am a resident of Santa Fe and customer of Susan's Fine Wine & Spirits. I live walking distance to their new location of Agua Fria street and although I am sure the move will be difficult for them, I am excited about it and expect I will visit them more often in their new location since I am not walking distance from their current location. I strongly support Susan's Fine Wine & Spirits application for the transfer of their liquor license. One of my favorite things is being able to walk to businesses instead of driving and I am not aware of a similar business inside Paseo de Peralta. I have requested special orders from them, which is not something that can be done with the non-local big box stores.

I would be happy to answer any questions about my support for this application.

Best regards,

Matt Chamberlain
709 Juniper Drive

Sent with [ProtonMail](#) Secure Email.

From: M.C.Holiman
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Wines
Date: Friday, May 28, 2021 10:51:56 AM

Good Morning Ms. Griego,

I am writing on behalf of Susan's Wines which I just heard is moving. We all deserve peace and protection, we pray everyday, So we understand the neighbor's concerns, however, these issues are no part of Susan's. Susan's sell nice wines, mainly, not cheap liquor and closes by 7pm. We have come to count on Susan's and it would be a shame to not have their services.

Thank you for listening. God Bless you and yours.

Respectfully,

MC Holiman, former Host for Clint Eastwood
PB Holiman, former Head Pro/GM for Pebble Beach

From: melissa.j.white
To: [Griego, Desirae, RLD](mailto:Griego.Desirae.RLD)
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Tuesday, May 18, 2021 12:08:21 PM

Dear Ms. Griego,

In regards to Susan's Fine Wine and Spirits, I would like to support their move to their new location on Agua Fria Street. I have been to several of their tastings and enjoyed shopping at a local business run by women and staffed by helpful people. They curate their products, offer specials, and contribute to the community in many positive ways. I've met the people who own the businesses they support at the tastings, including other small businesses in New Mexico, some of them family-owned.

I've lived in Santa Fe a long time and seen many good local businesses come and go. It has been an especially hard year for all businesses, but I hope we can support one that maintains an atmosphere that is welcoming, friendly, and supports growers, brewers, vintners, and distillers in New Mexico and beyond.

Thank you,
Melissa J White

.....
Melissa J White
505-231-8775
melissajwhite@gmail.com

From: Nich Hart
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine wine and spirits
Date: Thursday, May 20, 2021 10:40:56 PM

Hello,

I have had the pleasure of working with Susan Fine and Spirits for the past 12 years. During that time, I have witnessed a new account become a staple in the community of Santa Fe. Customers have either traveled from out of state to obtain eclectic items that only Susan's Fine Wine and Spirits can obtain, or locals with specific requests that the staff and management work diligently to obtain for continuous return customers. The sense of community and family owned dedication that this business demonstrates is what Santa Fe needs to hold on to and demonstrate with the passion and dedication they have done for so many years. I have been privileged enough to work with multiple employees over the years at Susan's that have gone on to realize their ambitions. Frank and Nirmala expect nothing less than the best, and only hire and more importantly encourage the right people for the right job, turnover at Susan's is a rite of passage, never a choice of wanting to leave. Working tastings, wine clubs etc. either Frank or Nirmla, or both, were always present during these events. The sense of community and devotion to their business has never been a question. Keeping Susan's Fine Wine and Spirits as a Staple of Santa Fe business will only make the public happy and generate a safe and profitable business that will and has define Santa Fe locals!!!

Nich Hart
On Premise Area Manager Northern New Mexico
Southern Glazer's Wine & Spirits
Cell Phone-505-690-9106
Office- 982-8202 EXT. 1130
nhart@sgws.com
www.sgproof.com

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) to which it is addressed and may contain information that is confidential, privileged or exempt from disclosure under applicable law. Any unauthorized review, use, disclosure, printing, storing, copying or distribution is prohibited. If you are not the intended recipient, or if you have received this email in error, please contact the sender by reply e-mail and delete all copies of the original message. Unless specifically stated otherwise, nothing in this email is intended to serve as an electronic or digital signature.

From: [Owen Densmore](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's
Date: Saturday, May 22, 2021 11:54:43 AM

I'm concerned for Susan's Fine. Wine & Spirits which lost its lease recently

My wife and I really enjoy their shop and friendly staff. And I understand that liquor licenses are location dependent, and that you are the Hearing Officer for the case.

So I'd like to reinforce just how great they are, both as a store and staff, but also as a city gem .. selling really quality wines and liquors. This is rare and we need to promote quality, family owned stores like Susan's.

Please do consider this in the hearings. Thanks,

--- Owen

Owen Densmore 908 Camino Santander Santa Fe, NM 87505
owen@backspaces.net @backspaces home/cell: 505-988-3787/570-0168

From: [Patrick Smyth](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Comment on behalf Susan's Fine Wine and Spirits
Date: Monday, May 24, 2021 3:21:48 PM

I've been a resident of Santa Fe for 6 years and currently live in the neighborhood where Susan's is requesting to transfer their liquor license.

I think this business will be a great asset to the neighborhood for the following reasons:

- Their products are carefully curated for their quality and value
- Employees are stable, are knowledgeable, professional, friendly and helpful
- They strive to maintain an open, welcoming, clean, and bright environment at our store

Their service and knowledge of rare wine and spirits are an invaluable asset to the community!

Please note my unequivocal support in favor of transfer of their liquor license to 632 Agua Fria.

Thank you,

Patrick Smyth

From: [Paul Elsey](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] License Transfer Susan's Fine Wine & Spirits
Date: Tuesday, May 18, 2021 12:14:38 PM

Dear Ms. Griego,

Although I am not sure why approval is required for a long-standing license, please do so. It is a family-owned business. The staff is most helpful and courteous. I think three of the owners are women.

They carry hard to find brands and if they can will order for you.

My regards,

Paul Elsey
Santa Fe



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/abc

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine and Spirits

Proposed Location: Agua Fria Street

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

I am very happy to have Susan's relocating to Agua Fria street near my home. They are an upscale

establishment that attracts customers who appreciate fine wines, beers and liquors.

Their hours of operation are compatible with a residential area. I have shopped there

for quite a few years and have rarely seen more than 6 or 8 customers in the store

at a time. I therefore find it difficult to believe that their presence will cause any issues

as far as traffic or parking is concerned. I sincerely hope you approve their license

for this new location and look forward to shopping there in the near future.

Your Name: Michael Rawlings Date: 05/16/21

Your Street Address: 225 Polaco Street Unit 1

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 575-644-1299 E-mail: m_rawlings1109@comcast.net

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

From: [Rick Jaramillo](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wines and Spirits (SFWAS)
Date: Wednesday, May 19, 2021 12:19:43 PM

Hello, my spouse and I live on West Manhattan Avenue and are firmly in favor of SFWAS 's move to Agua Fria Street and for the transfer of their liquor license. We frequent this business when we want to shop for hard to find wines or special wines from Spain and Portugal. The staff are knowledgeable, professional, helpful and friendly. They really know their product. Their prices are not in the same league as a discount liquor store yet not out of reach or the average person who just wants a fine bottle of wine or liquor. Lastly, we love supporting women-owned businesses. Please approve their application for the license transfer. Thank you.

Sent from my iPad

From: Rob Coffland
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wine and Spirits license transfer and new
Date: Monday, May 24, 2021 9:25:41 PM

Dear Ms. Griego,

I have shopped at Susan's Fine wines and Spirits since the store was opened. To say local retailers are endangered would be an understatement. This has only grown more challenging with the growth of online shopping plus adding a big box wine and liquor store to the retail landscape. I respect and appreciate this is a locally owned business that competes with the likes of Albertsons, Whole Foods, Walgreens, CVS, and others. ♦

Finding an affordable space to operate in this city is very difficult for all small business, and at the same time compensate employees. The later is obvious to me in how the employees over many years have helped me with enthusiasm. ♦

While the potentially new location is on Aqua Fria in former art gallery that is in a mixed use part of the city, I cannot see Susan's being anything but a sensitive and a neighbor. Their current days and hours indicate that. There is always very few shoppers in the store whenever I go in.

I hope the State will look favorably on the transference of their license to a new location. I personally would not mind this store being located near me.

Yours truly, Rob Coffland

From: [Robert Burk](#)
To: [Griego, Desirae, RLD](#)
Cc: Tastings@sfwineandspirits.com
Subject: [EXT] Susan's Liquor License
Date: Tuesday, May 18, 2021 8:48:23 AM

My wife and I strongly prefer to do business with quality local businesses and Susan's is just that. They not only have quality products but have knowledgeable staff that in our experience make good recommendations. Please support the transfer of their license.

Thank you.

Robert Burk
robertburk@comcast.net
1290 Lejano Lane
Santa Fe, NM 87501
+1-206-390-9178

From: robinmerlo99@gmail.com
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Transfer of License
Date: Monday, May 24, 2021 4:24:01 PM

Dear Ms. Griego:

We have been customers of Susan's for over 10 years.
It is truly a Fine Wine & Spirits establishment.

The products are all top quality with a good range of prices to appeal to various budgets.

We have worked with Susan's for personal cellar selections as well as large community gatherings.
For each event, the sales representative took the time and gave attention to the particular needs.

It is important that a LOCAL establishment be allowed to continue their stellar business. They take pride in their ownership with excellent service, knowledge, and Susan's is always clean and well-organized, supported by a clientele who appreciates top quality all-around.

We hope you will extend Susan's license so the owners and staff may continue to serve the Santa Fe community in a professional manner.

Sincerely,
Robin Merlo & Michael Lescander
1012 Marquez Place. #109B
Santa Fe, NM 87505
robinmerlo99@gmail.com
917-697-2301

From: [Ron Mier](#)
To: [Griego, Desirae, RLD](#)
Cc: [Nirmala](#); eva@sfwineandspirits.com; [austin flick](#)
Subject: [EXT] Comment on Susan's Fine Wine and Spirits license hearing
Date: Thursday, May 20, 2021 12:40:20 PM
Attachments: [Letter to ABC for Susan's.pdf](#)

Ms. Griego;

Please find attached to this email a letter in support of the pending license approval for Susan's Fine Wine and Spirits for their hearing on May 4th, 2021.

Please feel free to contact me with any questions you might have.

Best,
Ron Mier
Manager / Owner / Vinos Bravos Distributing, LLC
www.vinosbravos.com
505.699.3895

Vinos Bravos Distributing, LLC
1937 Camino Dos Antonios
Santa Fe, NM 87507
(505) 699-3895

May 20, 2021

State of New Mexico
Regulation and Licensing Department
Alcoholic Beverage Control
2550 Cerrillos Road, Second Floor
Santa Fe, NM 87505

RE: Liquor License Transfer **Susan's Fine Wine and Spirits**

Dear Ms. Desirae Griego;

I am writing in reference to the State of New Mexico Regulation and Licensing, Alcoholic Beverage Control hearing scheduled on May 24th, 2021 for Susan's Fine Wine and Spirits.

My company, Vinos Bravos Distributing, LLC (Wine Wholesale License number 70085) has been in business for about two and a half years. We are a locally owned company, and as such, choose to source our wines from small family vineyards from around the world, with a concentration on organic and bio-dynamic wines. We concentrate our sales with local businesses; small wine and liquor stores owned and operated by other New Mexicans who care about their clientele in a personal way.

Vinos Bravos Distributing, LLC has been doing business with Susan's Fine Wine and Spirits for over two years. During that time we have come to greatly value our business relationship with them. They have consistently worked with us to provide quality wine products to customers in Santa Fe. I have observed the owners, management and employees of Susan's Fine Wine and Spirits serve the community with quality wines and spirits, developing a professional business relationship with those they serve in a courteous and knowledgeable way. I have consistently observed how much care they take to make certain they maintain a clean, safe and quality experience for their customers. Susan's Fine Wine and Spirits has always maintained their account with us in a conscientious way, always paying their account on time with never an issue.

We hope that Susan's Fine Wine and Spirits is considered and approved for their license transfer to their proposed location without undue delay. They are, in our estimation, a model business that has responsibly provided quality wine and spirits to the community and deserve to have their license approved.

Sincerely,
Ron Mier
Manager/Member
Vinos Bravos Distributing, LLC

From: Russell King
To: Grego, Desirae, RLD
Subject: [EXT] Regarding Susan's Fine Wines
Date: Monday, May 24, 2021 5:45:11 PM

Hello,

I wanted to write in support of Susan's Fine Wines - I understand their liquor license is u set review because they are trying to move locations.

I moved from Seattle WA to Glorieta NM at the end of 2020 and was excited to find this family owned business. It is really unusual to find such a well curated and highly respected retail establishment like Susan's. I was an owner of a Japanese Sake bar/retail location in Seattle and it was nice to find such an upscale - boutique - store that carried a range of Japanese sake representing the craft of Japan.

What makes Susan's unique, in my opinion, is their commitment to the community and their knowledgeable staff. It isn't run like a business that enables alcohol consumers but is the kind of place that you can go to find unique gifts, bottles for celebration, and - for me - sake that isn't sold anywhere else (not Santa Fe nor Albuquerque).

We participated in the fundraiser for emergency service people at the end of the year. A well run auction allowed us to give money to charity while purchasing gifts for relatives.

As someone who held a liquor license in Washington I understand the importance of running a responsible business. Susan's isn't like a gas station selling beer and miniatures (a scary combination for a gas station) but a business focused on the community selling responsibly.

There really isn't another store like Susan's Fine Wines. I sincerely hope you find in favor of the transfer of their license. It has been really great to find a store like Susan's in Santa Fe. It is the kind of place I would have expected to find in Seattle or Portland. It isn't a low brow booze shack; it is a unique addition to Santa Fe. Please don't ignore what Susan's has done to help keep businesses that relied in on restaurants for alcohol sales in business through the pandemic.

Sorry, I've never felt inspired to write a note like this before. I appreciate your time and sincerely hope that Susan's Fine Wines will continue to be a part of the community for a long time.

Kind regards
Russell King (49)
5058007253
Glorieta, NM

From: rmiller.sundance@gmail.com
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits - Santa Fe
Date: Monday, May 31, 2021 9:27:42 PM

Ms. Desirae Griego:

We are writing you today in support of Susan's Fine Wine & Spirits new store location at: 632 Agua Fria, Santa Fe NM 87501. Susan's is an upstanding business and store in Santa Fe that attracts a very stable and professional clientele. My wife and I feel very safe at Susan's anytime of the day. Here are some other facts about Susan's that make us firmly believe that they should be approved to move their liquor and business license to this new location.

- They employ 10+ local individuals.
- They specialize in fine wine and spirits – not just everyday fare.
- Employees are well trained, articulate, friendly and very helpful.
- Their store is always kept very clean – much cleaner than most stores in the City.
- They had the cleanest store (in the plaza) in their previous location.
- They lost their old lease through no fault of their own – they intended on staying there.
- Their events are well managed and operate in a highly responsible manner.
- Their store is NEVER over-crowded – all other customers are nice and friendly.
- We feel that their products are well priced (never over-priced).
- They give discounts to our first responders and military.
- They donate generously to the non-profits in the City and State.
- Involvement with Wine & Chile Festival.
- 3 of 4 owners are Women!
- 3 of 4 owners are Local!

We feel that Susan's will improve (and add-to) that section of Agua Fria in the City. Please kindly approve the respective licenses for to support the business, employees and owners.

Respectfully Submitted,

Ryan & Jessica Miller
319 E Berger Street
Santa Fe NM 87505
505-982-0090 Ryan
505-699-6160 Jess

From: [Scott Hutton](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine
Date: Wednesday, May 26, 2021 10:16:24 AM

Hi Desirae,

I am writing to you in support of Susan's Fine Wine moving in Santa Fe to Romero Street and Agua Fria. They are excellent supporters of the community and have been in business for a long time. Their location is suitable for downtown and should be approved to move.

Scott

Scott Hutton

Owner / General Manager
Hutton Broadcasting
Santa Fe & Las Cruces
Hutton Properties
2502 Camino Entrada Suite C
Santa Fe, NM 87507
o (505) 471 - 1067
scott@santafe.com
scott@lascruces.com



From: Spence Ralston
To: Griego, Desirae, RLD
Subject: [EXT] Support for Susan's Fine Wines
Date: Tuesday, May 25, 2021 12:00:13 PM

Ms. Griego,

I am writing in support of the transfer of Susan's Fine Wine liquor license to their proposed new location on Agua Fria.

I've been a customer of theirs for over 10 years and have found their selection of wines and spirits to be superior to other similar shops in town. Over these years I have never witnessed any untoward behaviour on the part of customers or staff. It's a pleasure to shop there - it's never crowded, the prices are fair and the staff are knowledgeable.

Thank you for your consideration of their request.

Spencer Ralston

From: [Susan Tarman](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] On behalf of Susan's Fine Wine
Date: Tuesday, May 25, 2021 1:51:22 AM

Dear Ms. Griego,

I am a local wine appraiser (along with art and antiques). I have been a customer and member of Susan's wine club for over three years. They are what we look for in local businesses. The owners live and work here, they are friendly and helpful and they run professional events with a high end clientele.

Their wine tastings help me stay on top of the market as a wine appraiser. By allowing them to stay in business you help more families in business than just the owners and employees.

Being cast out of their previous location was a betrayal to good renters everywhere. Please be a part of keeping this unique local business alive.

Thank you for your time and consideration,

Susan Tarman ISA AM
TAC Associates, LLC
Tarman Appraisals and Consulting
983-2336

From: Thalia Varshay
To: Griego, Desirae, RLD
Subject: [EXT] Susan's liquor license transfer
Date: Tuesday, May 18, 2021 9:35:55 AM

Hello Ms. Griego,

I am writing you to express my support for Susan's Fine Wine and Sprints move to Agua Fria and their license transfer process. I have worked with them for 5 years now and must say they are one of the clients that most respectfully conducts business. They are always prompt with payments and are respectful of other establishments around town. They share allocated goods happily and are eager to collaborate with restaurants and local events.

They always follow all laws closely. They work very hard bringing in interesting and less represented small wineries/distilleries and breweries. They really have a focus on high quality and I am thrilled their new space will better reflect that.

I hope things happen smoothly for them. As a small distributor bringing in small, family owned and sustainable wines and spirits, they are one of my biggest clients.

Thank you for reading,

Thalia Varshay
Fiasco Fine Wine
Phone: (505) 913-1478
thalia@fiascowine.com

From: Tom Ribe
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Liquor
Date: Tuesday, May 18, 2021 9:16:43 PM

I support the transfer of liquor license to the area of upper Aqua Fria Street in Santa Fe for Susan's Liquors. This store is unique in Santa fe as it sells high quality wines and other spirits not found at grocery stores or other liquor stores. They serve a unique niche in Santa Fe.

I urge you to approve the liquor license transfer to this new location.

Thank you

Tom Ribe

From: [Turnerbruseth](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine & Spirits
Date: Tuesday, May 18, 2021 3:55:06 PM

Dear Ms. Griego,

I write in support of SFWS' application to transfer its liquor license to the new location at 632 Agua Fria Street. Susan's is a small, family-owned business and representative of independent vendors that are struggling to compete with larger businesses and chains. Susan's has been a great supporter of the Santa Fe community and its charities. I hope to see SFWS continue to serve this community for many years to come.

Thank you,

Toni Turner

From: [Virginia E. Barr](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine and Spirits
Date: Wednesday, May 19, 2021 4:45:33 PM

Dear Miss Griego,

I am writing in support of Susan's Fine Wine and Spirits and the transfer of its liquor license. My husband and I, who live in Los Alamos, frequently visit the store for their recommendations of wines to serve with different meals. Before the Covid pandemic, we also frequented the shop for its responsibly conducted wine and liquor tastings. I highly recommend this store to my friends and family and hope its liquor license will be transferred without delay.

Thank you,

Virginia E. Barr, 418 Connie Avenue, White Rock, NM. 87547

From: Susan Carswell
To: Griego, Desirae, RLD
Cc: Andy Binns; LINDELL, SIGNE J.
Subject: [EXT] hearing for Susan's liquor license transfer
Date: Sunday, May 23, 2021 9:44:09 PM

Dear Ms. Desirae,

My husband, Andrew Binns and I own the house at 750 W Manhattan Ave. We attended the neighborhood meeting on Sunday to discuss issues regarding the proposed opening of Susan's Wines in our neighborhood.

My husband and I do not object to the opening of this business in this location. Susan's is a nice, respected store that we believe will be an asset, not a detriment, to the neighborhood.

Our concern is primarily that Susan's would inevitably increase the number of speeding vehicles on our already excessively crowded and dangerous streets. Manhattan Ave and the streets adjacent to it (Romero, Alarid, and Juanita, as well as the many small dead end streets and multi-unit housing driveways off of these streets) already have heavy non-residential traffic that pose a danger to walking neighbors as well as to the many pedestrians from other areas who walk on our streets to and from the Railyard shops. Many of these drivers use our streets to bypass the large artery roads near us (St. Francis, Paseo de Peralto, Agua Fria), and many drive much too fast with little regard for pedestrians and their pets. This is a particular hazard at night.

Our hope would be that we could be granted an expedited process for the installation of speed humps on our streets. These would help to slow traffic and thus make our streets safer. They are much needed now anyway, and would be even more so if a popular store such as Susan's opens here. I know that the process required to get speed humps installed is normally long and onerous, requiring neighborhood surveys with substantial positive response rates. But that would be very hard to achieve at this time for two reasons. One is because covid concerns make people less inclined to answer their doors to strangers to sign a petition. And the other is that many properties on these streets are short-term rentals, which makes tracking down the many owners in this high density housing area difficult. It could take us years to obtain the needed number of signatures from neighbors. And even if we could achieve that soon, the process would then requires many subsequent and time-consuming steps. Yet, Susan's is to open its business shortly, meaning that no mitigation of the traffic issues would even potentially occur for a very long time, thus putting us in the neighborhood in jeopardy for an extended time.

Speed humps on our streets are much needed now. They would be essential if this store opens here.

Thanks for your attention and we greatly appreciate your conveying our concerns and suggestions.

Yours truly,

Andrew Binns and Susan Carswell

--

Susan Carswell, Psy.D., Ph.D.
Licensed Clinical Psychologist
484-802-8544



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: _____

Proposed Location: _____

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

Request that Susan's Fine Wine and Spirits manage the flow of their client traffic. It has been congested with cars leading up to Romero Street. Asking that they better utilize parking on either side of the business.

Thank you!

Your Name: Barbara Kucharz Date: 5-27-2021

Your Street Address: 132 Romero St #14

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 973-647-0298 E-mail: bkucharz@icloud.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] Document - May 27, 2021 from #14
Date: Thursday, May 27, 2021 8:25:53 AM
Attachments: [Doc - May 27 2021 - 8-00 AM.pdf](#)
[image001.png](#)



Marlene Romero
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504-5101
Marlene.Romero1@state.nm.us | www.rld.state.nm.us
(505) 476-4556

SERVICE | DEDICATION | INTEGRITY

From: Barbara Kucharz <bkucharz@icloud.com>
Sent: Thursday, May 27, 2021 8:02 AM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Document - May 27, 2021 from #14

Scanned with TurboScan.

Sent from my iPhone

From: Romero, Marlene, RLD
To: Griego, Desirae, RLD
Subject: FW: [EXT] Fwd: Sunday, 4pm, meeting with owners of Susan's to discuss concerns, in back of old Encaustic Museum
Date: Thursday, May 20, 2021 3:32:46 PM
Attachments: image002.png



Marlene Romero | Executive Secretary
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504
Marlene.Romero1@state.nm.us | www.rld.state.nm.us
(505) 476-4556
SERVICE | DEDICATION | INTEGRITY

From: Christina Sisley Schatz <downtowndayspasantafe@gmail.com>
Sent: Thursday, May 20, 2021 2:54 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Fwd: Sunday, 4pm, meeting with owners of Susan's to discuss concerns, in back of old Encaustic Museum

above email with neighbors concerns and comments

----- Forwarded message -----

From: Sara Montgomery <sara.montgomery@gmail.com>
Date: Thu, May 20, 2021 at 1:26 PM
Subject: Re: Sunday, 4pm, meeting with owners of Susan's to discuss concerns, in back of old Encaustic Museum
To: Donna Maddux <donnadancer@cs.com>
Cc: Christina Sisley Schatz <downtowndayspasantafe@gmail.com>, DOREilly@mstlaw.com <DOReilly@mstlaw.com>, allisantafe@gmail.com <allisantafe@gmail.com>, bob.butler@mac.com <bob.butler@mac.com>, bungalowsantafe@yahoo.com <bungalowsantafe@yahoo.com>, ctleonard@me.com <clleonard@me.com>, covergabriela@gmail.com <covergabriela@gmail.com>, djkepp@cybermesa.com <djkepp@cybermesa.com>, eyeonthemountain@hotmail.com <eyeonthemountain@hotmail.com>, haley.dawna@gmail.com <haley.dawna@gmail.com>, jdleonard1@me.com <jdleonard1@me.com>, jeniferblock@live.com <jeniferblock@live.com>, kt@gmail.com <kt@gmail.com>, lannemcmanus@gmail.com <lannemcmanus@gmail.com>, ljmoore1@sbcglobal.net <ljmoore1@sbcglobal.net>, lkscott06@sbcglobal.net <lkscott06@sbcglobal.net>, marybethyates72@gmail.com <marybethyates72@gmail.com>, mervinm@sbcglobal.net <mervinm@sbcglobal.net>, pcaiii@aol.com <pcaiii@aol.com>, pthomassprint1@earthlink.net <pthomassprint1@earthlink.net>, r2howes@aol.com <r2howes@aol.com>, randi.lowenthal@gmail.com <randi.lowenthal@gmail.com>, rbtlowe@gmail.com <rbtlowe@gmail.com>, rlowenthal@randilowenthal.com <rlowenthal@randilowenthal.com>, scottralpbaker@gmail.com <scottralpbaker@gmail.com>

Thanks, Donna, Linda, Perry, and many more of you for the organization and research.

Mary Beth, Dylan, and I will be out of town until Sunday; but we will do our best to come home in time to join the meeting.

We have grave concerns about the increased speed (which is already happening) along Agua Fria, Romero, de Fouri, and Closson. We had been thinking that with a liquor store on the street there would be a greater police presence - thus, less speeding - but perhaps this is untrue. Regardless, it can only be helped by a large neighborhood voice ahead of Susan's actually opening.

What worries me the most is what is written about Susan's (or whoever moves into that space) eventually changing their behaviors within previously undiscussed parameters of the law. I had (perhaps naively) thought they would adhere to the best behavior for the well-being of the neighborhood, as this would benefit them as well as us. But I understand the concerns that this may not be true. In such a case, I see the point for minutely defining what is acceptable and what is not - and more heads may be better in thinking up these possibilities.

If we are unable to make it to the meeting, we'd really appreciate an update of what's discussed.

Thanks,
Sara (Montgomery)
532 Agua Fria

On Thu, May 20, 2021 at 12:10 PM Donna Maddux <donnadancer@cs.com> wrote:

Hello neighbors,

As many of you know, Susan's Fine Wines is planning to move into the old Encaustic Museum at 632 Agua Fria.

In some ways a fine wine store seems like it could be a good fit for our neighborhood, but there are legitimate concerns for increase in traffic. On their website they express their intention to use the Romero St side for their store, but they're receiving understandable push back from the Romero/Manhattan neighbors about the viability of that much traffic along those streets. Their next option will be to look at some kind of entrance along Agua Fria, which would of course lead to more traffic in our neighborhood as well. The building is zoned commercial and I'm not sure how much can be done. Listed below is also a link where one can register complaints before May 31. (see below for further conversations)

I have tried to figure out a solution with the owners and some of the neighbors, but I myself don't see a solution yet. There also seems to be more traffic to this site than I originally thought, perhaps as many as 75-150 cars/day, plus delivery van/trucks. Also the concern that once they move in they could change their business model, stay open later, sell to another owner

who doesn't care about the neighborhood....

If you're concerned or want to know more about these issues, you're welcome to come to a meeting this Sunday, 4pm, with the owners, behind the old Encaustic.

Please feel free to circulate this to any neighbors I may not have included.

And feel free to reach out to me personally.

If you don't want to be included in this list for further updates let me know that as well.

thanks,

Donna Maddux
home 505-983-6077
text 505-250-8506

From: Donna Maddux <donnadancer@cs.com>
Date: May 17, 2021 at 10:32:24 PM MDT
To: whitlawyer@aol.com, margecorrea@yahoo.com,
artburger@burgercarroll.com, donna@designwithnatureltd.com,
taniamaxwell3@comcast.net, mary@mary-layne.com,
janie.e.cravens@gmail.com, eyeonthemountain@hotmail.com
Cc: zalocorrea@gmail.com, cbakerparis@gmail.com
Subject: Update: Susan's Liquor Store move to the old Encaustic Museum
Reply-To: Donna Maddux <donnadancer@cs.com>

Hello Romero St Neighbors!

I'm Donna Maddux, HOA president of Casas Escondidas, 704 Agua Fria, our parking lot is adjacent to old Encaustic.

Here is an update about Susan's.

Susan's Fine Wines is a 16 year family owned business.

Susan is still an owner, but the day to day operation is run by her (local) cousin and his wife, The wife's sister in Calif is another owner and is flying in this week. Frank Bowlin and Nirmala Ganapathy, and Prabha Ganapathy (the sisters are from India). Susan Eagan, (still an owner, but is not as

involved now and works part time at Wild Birds of SF.)

This morning I talked with Nirmala, and this evening conversed 40 min with her and husband Frank. We discussed our neighborhood's very legitimate concerns about increased traffic on Romero, a small residential street, and we tried to trouble shoot solutions. I have a very good feeling from this couple, who seem to be genuinely community oriented, want to be good neighbors and hear ideas to potentially solve these concerns.

One possible option we discussed to lessen traffic on Romero-- is to ask all customers (they can set this up on their web site) to use the Agua Fria side of Romero St to enter, and then exit on their gravel driveway on their west side back to Agua Fria. This would considerably lessen Romero St traffic. There are some concerns about the narrowness of the one way on Romero Street, and if residents along there would object. And also about how much traffic the gravel driveway would support. These are things that would need to be addressed. Most of their deliveries comes from local distributors in van size vehicles, about 4x/wk, and they could ask those vans to pull into the Agua Fria side entrance, and load into their front door. They do have bigger trucks (around 25') who come 3x week (Tues/Wed/Fri mornings) that would need to use the Manhattan side access. They are going to get back to me about the number of customers they have per day, but estimate it around 30-40. Right now they are open Mon-Sat, 10am-7pm, may expand their hours around Christmas holidays. They don't anticipate ever being open later than 8pm

I also talked this evening with Don Chavez, the owner of the property. He and Frank have discussed the possibility of paving/solidifying the gravel portion of the west driveway to Agua Fria, but that idea is still in the works. Douglas Mehers, the former owner of The Encaustic, did put down more stone to make the driveway more accessible, but Don right now is not willing to do more work on it at this time. There is also concern this may be a water drainage area.

The sisters were planning this week to go door-to-door in the neighborhood, try and meet neighbors and address

concerns. Nirmala emphasized to me they want to do what's right for the neighborhood too. And I think she's starting to realize there are some strong neighbor concerns. I told her I would be in touch with all of you to see if you'd like to gather for a meeting and talk personally with them.... She also welcomes any of you to reach out to her directly. nirmala@sfwineandspirits.com, 831-566.9144.

I don't know enough about how the city works, if there are indeed sufficient official complaints, if it would in fact nix their plans to open. If there is too much resistance to make this location viable, the sooner we all know this the better for everyone involved. On one hand, it seems like a fine wine shop might be a good fit for our neighborhood. As Eva the general manager pointed out, eventually this building will be rented to some retail shop, which may also be large volume traffic, with owners not as willing to work with neighbors. And we could do worse than Susan's! whose owners at least want to be involved and are civic minded. But I certainly understand the concerns of neighbors, especially those of you on Romero St, which is already crowded and overused.

I'm hoping to put out ideas that may be a solution that works best for everyone in the neighborhood. Please feel free to let me know if any of you want to meet with them, or contact me directly with any other issues.

sincerely,

Donna Maddux
home 505-983-6077
text 505-250-8506

AND....here's something weighing heavy on me: Once Susan's is IN, then no matter their *intent* now, their civic mindedness, or their promises, they will be able to change course and do as they please within the law. That means access via Romero, staying open till midnight, etc etc. Unless mandated by city ordinance to do otherwise, those are real [likely?] possibilities. Owners and managers also change. Times change. Need for profit changes.

And putting "rules" on their website and/or telling their truck-driving vendors, etc means very little. Customers and 20-something truck drivers will do as they please

(as evidenced by shoppers and their parking/traffic patterns we now endure). Yesterday, as often happens at my house, someone wedged their car onto the 6' yellow curb right up against my drive exit, making backing outta my driveway very nerve wracking.....

I take your point about some other retail entity coming in with its traffic, customers, etc.....but if that entity also planned to use Romero I'll be just as concerned and active.

-----Original Message-----

From: Linda Moore <ljmoore1@sbcglobal.net>

To: Randi Lowenthal <rloenthal@randilowenthal.com>; Donna Maddux <donnadancer@cs.com>; Perry Andrews <pcaiii@aol.com>

Cc: Scott Baker <scottralphbaker@gmail.com>; Bob Butler <bob.butler@mac.com>; Bob Lowe

<rblowe@gmail.com>; Mervin Moore <mervinm@sbcglobal.net>

Sent: Tue, May 18, 2021 12:53 pm

Subject: Re: Update: Susan's Liquor Store move to the old Encaustic Museum

Perry, you are absolutely right about the increase in traffic violations (blowing through stop signs and excessive speed) throughout our neighborhood. It's been especially bad on Closson because Closson is a main route between Agua Fria and Alto. I think having more speed humps on Agua Fria heading east to Defouri/Montezuma from Dunlap (approximately where the speed humps from St. Francis end) should slow vehicles more. I've heard there have been previous attempts to get the City to add such speed humps with no success. Perhaps the powers-that-be in the traffic dept. be more receptive to another attempt.

Linda

On Tuesday, May 18, 2021, 09:22:02 AM MDT, Perry Andrews <pcaiii@aol.com> wrote:

Hi, Donna...

Thanks fo doing so much leg work on this & relaying it on to those in the hood. If a discussion meeting is held, I would be interested in knowing when and where. I understand many of the neighbors concerns with added traffic on Romero, but that concern is not just limited to that street. I can't help but think that much of Susan's clientele will utilize Agua Fria St. as well, as their preferred ingress/egress route. As we all know, with the exception of Guadalupe St., Agua Fria is probably the most heavily trafficked street in the entire Guadalupe neighborhood. And of course most of us are also aware that many drivers already blow right through the stop sign at Agua Fria and De Fouri/Manhattan without even tapping lightly on the brake. Also with the "no left turn" situation at Guadalupe, much of the additional East-bound traffic on Guadalupe will be forced onto De Fouri St. making it even more heavily trafficked than it already is!

I am definitely not opposed to improvements and progress in the "hood" and in fact welcome it, especially when the result of long standing, community -minded businesses/organizations in the greater SFe community, however I do also believe that there is potential for significant increase in traffic, not just on Romero, but on numerous streets throughout our neighborhood, which may require additional conversation. As with most things related to City government...once done, its nearly impossible to get anyone's attention after the fact!

My best, as always...

Perry♥

Neighbors,

As many of you may know, Susan's Fine Wine & Spirits is planning to move to 632 Agua Fria, the old Encaustic Museum. They have posted their application for their liquor license on the front door. They are proposing that ALL of their in/out traffic will be via Romero with no in/out on Agua Fria. The deadline for opinions on this are due by May 31st!

We think this could dramatically change our neighborhood, and we will be sending an email to Marlene.Romero1@state.nm.us to formally file an objection (files attached).

Based on what we've found, it appears that you must complete the **Public Comment Form** (link below) and attach your letter. Then either mail, email or fax your documents.

Who to contact:

[File A Complaint or Protest \(state.nm.us\)](#)

Below are the links from the above web page for you convenience:

- Form to register objection (you attach your letters to this form):

[PUBLIC COMMENT FORM](#)

- Where to file the objection form and attached letter:

Submit by mail to:

Director, Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, New Mexico 87504

or by fax to: (505) 476-4595

or send the documents by Email

to: Marlene.Romero1@state.nm.us

You may also want to copy our District 1 Representatives:

Renee Villarreal
District 1 Councilor
(505) 955-2345
rdvillarreal@santafenm.gov

Signe I. Lindell
District 1 Councilor
(505) 955-6812
silindell@santafenm.gov

Please pass this on to anyone else in the neighborhood you think may want to know about this.



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine & Spirits

Proposed Location: Agua Fria Street

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

The historic neighborhood surrounding the proposed location is primarily residential and characterized by small older dwellings, long-term and congenial neighbors, narrow and on-way streets, and regular foot traffic both of locals and tourists. The lack of direct access to the proposed liquor store on the busy, narrow Agua Fria St. is a major concern as the business will inevitably attract extensive foot and car traffic down the narrow and dangerous, one-way Romero St. where making the sharp turn off of Agua Fria is hazardous even for compact cars. The quiet residential area on adjoining portion of Romero St. and Manhattan cannot support or welcome the anticipated 100+ cars per day plus large delivery trucks that are anticipated to pass by on route to or from the liquor store. From every angle, the proposed location of this alcohol distribution business is inappropriate and threatening to the stability and safety of the neighborhood. Please deny the license and encourage to business to find a more accessible and safe location!

Your Name: Bettina Raphael Date: May 25, 2021

Your Street Address: 611 Cortez Street

City: Santa Fe State: NM Zip: 87505

How may we contact you?

Phone: _____ E-mail: bettinaraphael@msn.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: Public Comment Form
Date: Tuesday, May 25, 2021 12:36:08 PM
Attachments: [Public Comment Form revised 2_8_2021.pdf](#)

From: Bettina Raphael <bettinaraphael@msn.com>
Sent: Tuesday, May 25, 2021 11:45 AM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Public Comment Form

Dear Ms. Romero
Please share my attached Public Comment Message with all appropriate people.
Thank you, Bettina



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
 PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
 (505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/abc

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wines & Spirits
 Proposed Location: 632 Agua Fria
 In the City of: Santa Fe, NM 87501

Summarize your comment or concerns, attach addition pages if necessary:

Within 2/10 of a mile from applicants proposed new location, there are 3 schools and/or after schools programs

1. NM School for the Arts
2. Boys and Girls Club
3. Carlos Ortega Teen Center

Furthermore, the entrance to the Applicants proposed new location directs customers to use Romero Street which is only entering from Agua Fria Street and would potential cause traffic. Traffic problems adding with the risk of accidents due to the one way portion

Furthermore, previously at 832 Agua Fria there was a liquor store that was constantly fined for serving minors.

Also, the adjacent business parking lot will be impacted by disrespectful customers who fail to read parking for the Downtown Day Spa

Your Name: C. Sisley Schatz Date: 5/19/2021
 Your Street Address: 624 Agua Fria
 City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 505-986-0113 E-mail: downtowndayspasantafe@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susans Wine and Spirits

Proposed Location: 632 Agua Fria Street

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

This is an entirely inappropriate location for a commercial establishment that requires numerous deliveries by large trucks. The only delivery access is via the narrow one-way Romero Street, which exits into another narrow residential street.

Also, and more importantly, this location is less than 1000 feet of the Carlos Ortega/Monica Roybal Teen and Youth Center at 737 Agua Fria Street!

Please deny this application.

Thank you.

(I am a resident of the Guadalupe Historic Neighborhood and live within 2 blocks of this location .2 mi.) #

Your Name: Charlotte Larragoite Date: 5/25/2021

Your Street Address: 812 Cleveland St

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: (505) 983-9168 E-mail: charlottelarragoite@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



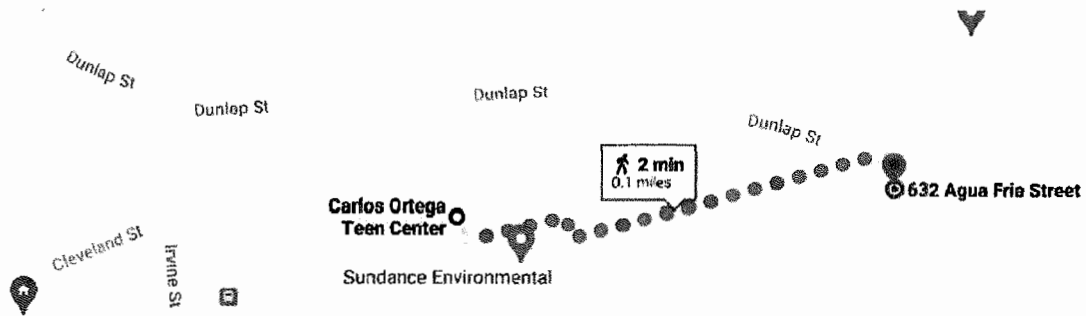
This is an entirely inappropriate location for a commercial establishment that requires numerous deliveries by large trucks. The only delivery access is via the narrow one-way Romero Street, which exits into another narrow residential street.

Also, and more importantly, this location is less than 1000 feet of the Carlos Ortega/Monica Roybal Teen and Youth Center at 737 Agua Fria Street!

Please deny this application.

Thank you.

(I am a resident of the Guadalupe Historic Neighborhood and live within 2 blocks of this location .2 mi.)



From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] 632 Agua Fria St; Public Comment Form
Date: Tuesday, May 25, 2021 11:05:28 AM
Attachments: [632 Agua Fria; Susans Wine Public Comment pg 2.pdf](#)
[632 Agua Fria Public Comment Form revised 2_8_2021.pdf](#)
[image001.png](#)

From: Charlotte Larragoite <charlottelarragoite@gmail.com>
Sent: Tuesday, May 25, 2021 11:02 AM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: rdvillarreal@santafenm.gov; silindell@santafenm.gov; mayor@santafenm.gov; Patricio C Larragoite <larrdental@gmail.com>
Subject: [EXT] 632 Agua Fria St; Public Comment Form

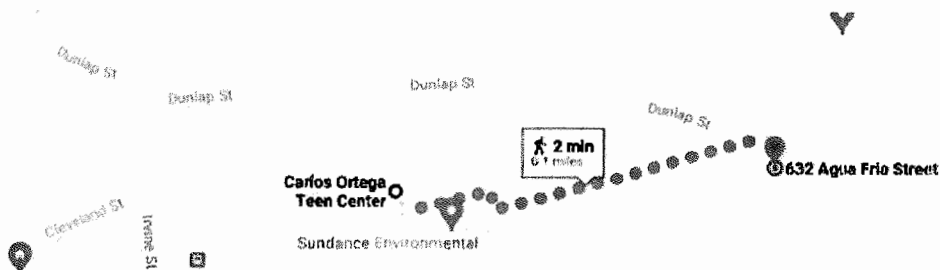
Hello,

Attached is a public comment form registering my opposition to Susan's Wine and Spirits request to relocate liquor license to 632 Agua Fria St.

This is an entirely inappropriate location for a commercial establishment that requires numerous deliveries by large trucks. The only delivery access is via the narrow one way Romero Street, which exits into another narrow residential street. Please deny this application.

Also, and more importantly, this location is less than 1000 feet to the Carlos Ortega/Monica Roybal Teen and Youth Center!

I am a resident of the Guadalupe Historic Neighborhood and live within 2 blocks of this location (.2 mi) at 812 Cleveland St.



Thank you.
Charlotte Larragoite
812 Cleveland St, Santa Fe, NM 87501
(505) 983-9168



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Santa Fe Wine and Spirits, Inc., Application #1193969

Proposed Location: 632 Agua Fria Street

In the City of: Santa Fe, New Mexico 87501

Summarize your comment or concerns, attach addition pages if necessary:

There is a major issue concerning public health and safety involving vehicular access to the proposed relocation of this Dispenser's License.
Although the new location will be at 632 Agua Fria Street, the vehicular access to the business will not be to and from Agua Fria Street as is quite possible through the two existing driveways on either side of the building, but, instead, will be to and from Romero Street in the Guadalupe Historic District. This will unfortunately cause significant, dangerous and severe negative impacts to the already overburdened traffic currently using Romero Street, West Manhattan Avenue, Alarid Street and Juanita Street.
Please see the attached Supplement to the Public Comment Form, Exhibit 1.

Your Name: Daniel Cleavinger Date: May 26, 2021

Your Street Address: 819 W Manhattan Ave.

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 505-609-0250 E-mail: dancleavinger@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101.

Revised 2/8/2021



05/26/21

From Daniel Cleavinger, 819 West Manhattan Ave., Santa Fe, NM 87501. 505-609-0250.

WRITTEN OBJECTION TO APPLICATION # 1193969

Supplement to Public Comment Form, NM Regulation and Licensing Department

RE: Application of Santa Fe Wine and Spirits, Inc., (aka Susan's Fine Wine and Spirits), Lessee, to relocate its Dispenser License to 632 Agua Fria Street, Santa Fe, New Mexico 87501, Application # 1193969.

PROBLEM: UNNECESSARY NEW TRAFFIC IN THE GUADALUPE HISTORIC NEIGHBORHOOD

There is a major issue regarding public health and safety which must be addressed regarding Susan's application to the Department to relocate its Dispenser License.

The issue is the proposed use of the separate, vacant lot located between 112 and 124 Romero Street as the vehicular ingress and egress to Susan's new location at 632 Agua Fria. The lot is owned by the same individual, Don Chavez, lessor, as the commercial building at 632 Agua Fria and shares a lot line with that building. This proposed use of Romero Street substitutes for the pre-existing two driveways, with commercial curb cuts, now located on both sides of the commercial building which have long been used for vehicular access to and from Agua Fria.

Don Chavez has deliberately blocked the eastside driveway with a locked gate. This blockage by Mr. Chavez will now force most or all the vehicular traffic entering and exiting Susan's to use Romero Street, West Manhattan Avenue, and either Alarid Street or Juanita Street, to enter and/or exit the area (connecting to Paseo de Peralta, St. Francis Ave. or Agua Fria).

There are more than One Hundred Fifty (150) buildings located on these already narrow and congested streets in the Guadalupe Historical District which will be severely and dangerously impacted by this new and unnecessary traffic burden of several hundred extra daily visits by Susan's customer and delivery vehicles. The affected area is also immediately adjacent to the Railyard. Many pedestrians also use these streets.

SOLUTION: RESTORE THE BLOCKED EASTSIDE DRIVEWAY ON AGUA FRIA

All that is required to resolve this public health and safety issue is for Don Chavez, lessor, to restore the pre-existing eastside driveway to its former use, thereby providing Susan's with easy and safe vehicular entry AND exit directly to and from Agua Fria. This simple fix would obviate the dangerous traffic burden on the historic district streets and would enhance Susan's business. The back lot could then be used as parking for Susan's and its existing gate would be locked to traffic to and from Romero Street.

Thank you for your attention to this matter, Daniel Cleavinger

From: [Daniel Cleavinger](#)
To: [Romero, Marlene, RLD](#); [Griego, Desirae, RLD](#)
Subject: [EXT] Written Objection to Application # 1193969
Date: Wednesday, May 26, 2021 5:13:54 PM
Attachments: [Public Comment Form revised 2.8.2021.pdf](#)
[Supplement to Public Comment Form.docx](#)

Please see attached documents constituting my written objection to Application 1193969, Santa Fe Wine and Spirits, Inc. (Susan's Fine Wines)

Sent from [Mail](#) for Windows 10

From: [Deanna Einspahr](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Susan's Fine Wine and Spirits relocation
Date: Saturday, June 5, 2021 3:20:15 PM

Dear Ms. Griego,

I am writing to express my opposition to this transfer of license. Very clearly, the owners prefer to call neighbors nasty names (NIMBYS, etc.) rather than do their due diligence in locating their liquor store.

At a time when commercial space is overwhelmingly available and plentiful in all areas of town, it baffles the mind that the choice made by the owners would be to move in to a space where the access is through a tiny one-way street, and the egress is out through a residential neighborhood. I'm not even sure how delivery trucks will access the store.

This is a phenomenally bad proposal, and I urge you to reject this transfer.

Thank you for your attention,

Deanna Einspahr

From: Dinah Inglehart
To: Griego, Desirae, RLD
Subject: [EXT] Liquor license application for Susan's Fine Wines
Date: Friday, June 4, 2021 9:53:50 AM

Dear Ms. Griego:

I object to Susan's Fine Wines opening a package liquor store and "tasting lounge"/"bar on site" at 632 Agua Fria Street. It would exacerbate an already dangerous traffic/pedestrian situation in the neighborhood. Ingress and egress of vehicles would not be safe. This is primarily a residential area, already impacted by too much traffic and by the dangerously narrow Romero Street, which has a blind corner, NO sidewalks, and people driving the wrong way in the one-way section. Romero Street and West Manhattan would be main arteries for ingress and egress traffic to Susan's. These are narrow side-streets, not meant to accommodate constant heavy traffic and large delivery trucks. And I am very concerned about the safety of the residents and pedestrians in this neighborhood if traffic volume were to increase, and if the number of drivers who have been drinking alcohol were to increase. I am also very concerned about the safety of area residents and increased crime due to customers leaving the bar on foot under the influence of alcohol.

There is heavy pedestrian traffic in this area, with folks walking to and from the Railyard....folks with children and baby strollers, crossing Romero Street, Manhattan, and Agua Fria. Some people are going to be driving away from Susan's under the influence of alcohol, while they try to navigate the very narrow Romero and Manhattan streets and/or Agua Fria, endangering the lives of the pedestrians. We could see tragic accidents involving injured pedestrians. Romero Street is extremely narrow, and there are NO SIDEWALKS in the first part between Agua Fria Street and the proposed entrance to Susan's. Because it is so narrow, when you are driving on Agua Fria, heading East, and turn onto Romero Street, you have to swing out into the oncoming traffic lane in order to negotiate the turn (which is dangerous). In addition, it is a blind corner, and drivers cannot see any pedestrians on Romero Street until after they turn. This is a huge risk for pedestrians, and it will only get worse with increased traffic turning onto Romero. Large delivery trucks driving on Romero and Manhattan will make it even more dangerous to pedestrians.

Some people who walk to the liquor store/bar will have some drinks there, then will go out walking around the neighborhood under the influence, perhaps loitering, trespassing, increasing the risk of crimes. I have personally witnessed, on several occasions, vagrants/transients hanging out, drinking, sleeping on that very property, 632 Agua Fria, behind the garage in the back of the property. I have spoken with Don Chavez about it, and I have photos for proof. I fear this will only get worse if there is a liquor store/bar on that property. I'm attaching one of those photos here.

We are already experiencing too much traffic and too many safety issues here in this residential area. This is NOT a suitable location for a liquor store/bar! Susan's Fine Wines would be better off locating in a commercial area with easy and safe ingress and egress for vehicle access.

Thank you for your consideration of this matter.

Best regards,
Dinah Inglehart
A nearby resident of 632 Agua Fria Street.



From: Cathy Wisner
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Wine and Liquors
Date: Monday, May 24, 2021 11:35:28 AM

Dear Ms. Griego,

Our neighborhood has been notified that there is a hearing today on Susan's Wines new location on Agua Fria receiving a liquor license. Several of us, 50-60 residents, met yesterday to discuss the implications of a high traffic generating business in our neighborhood with limited street access.

We request that a traffic study be prepared and reviewed by the Santa Fe Planning board before granting this liquor license. The impact to our neighborhood will be quite significant.

Our chief concern is pedestrian and vehicular safety if the business utilizes Romero Street as an entrance. This should be prohibited.

We suggest that safe access in and out of the business lot from Agua Fria, which would require reconfiguring the access drives on each side of the building, be considered. This would require action by the owner who has stated he has no intention of addressing our concerns.

The owner of the building was invited and did not come to the meeting last evening to listen to the neighborhood concerns. The owners of Susan's Wines did come and responded to questions as well as they could.

Thank you for your consideration of our concerns.

Sincerely,

Don Tucker and Cathy Wisner
610 Agua Fria Street
505-428-0412

From: [Romero, Marlene, RLD](mailto:Romero,Marlene,RLD)
To: [Griego, Desirae, RLD](mailto:Griego,Desirae,RLD)
Subject: FW: [EXT] Concerns regarding Susan's Wine and Liquors Relocation to Agua Fria
Date: Thursday, May 27, 2021 3:57:44 PM

From: Cathy Wisner <cathywisner1@gmail.com>
Sent: Thursday, May 27, 2021 2:11 PM
To: silindell@santafenm.gov; rdvillarreal@santafenm.gov; Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Concerns regarding Susan's Wine and Liquors Relocation to Agua Fria

Dear Director and Councilors,

We attempted to access the Public Comment Form, but received a message it was temporarily not available.

Please accept this email as our Public Comment.

Our neighborhood had been notified of the hearing on May 24th regarding Susan's Wines new location on Agua Fria receiving a liquor license. Several of us, 50-60 residents, met earlier this week to discuss the implications of a high traffic generating business in our neighborhood with limited street access.

We request that the city require a traffic study be prepared and reviewed by the Santa Fe Planning board before granting this liquor license or any other required approvals for the relocation. The impact to our neighborhood will be quite significant.

Our chief concern is pedestrian and vehicular safety if the business utilizes Romero Street as an entrance. This should be prohibited.

We suggest that safe access in and out of the business lot from Agua Fria, which would require reconfiguring the access drives on each side of the building, be considered. This would require action by the owner who has stated he has no intention of addressing our concerns. But would avoid the increase in residential traffic on Romero and Manhattan Streets. Additional traffic stops could be added to Agua Fria to assist in the control of added traffic due to the business.

The owner of the building was invited and did not come to the meeting this week to listen to the neighborhood concerns. The owners of Susan's Wines did come and responded to questions as well as they could.

Thank you for your consideration of our concerns.

Sincerely,

Don Tucker and Cathy Wisner
610 Agua Fria Street
505-428-0412

From: whitlawyer@aol.com
To: [Griego, Desirae, RLD](mailto:Griego_Desirae_RLD)
Subject: [EXT] SF Wine & Spirits, Inc., application # 1103969 to transfer liquor license
Date: Tuesday, May 25, 2021 1:56:56 PM

Dear Ms. Griego,

Please accept these written comments concerning the application to transfer the liquor license of SF Wine & Spirits, Inc. to 632 Agua Fria St., Santa Fe, NM 87501.

I have owned the house at 126 Romero St. since 1981. My house is two houses south of the planned ingress and egress access for the proposed transfer location of the liquor license of SF Wine & Spirits, Inc. Although the applicant has failed to identify the proposed traffic access points, either at the community meeting on May 23, or at the telephonic preliminary hearing with your office on May 24, it is very clear that the applicant plans to have ALL traffic, both retail purchasers, and delivery vans and trucks, enter and exit at the southeast end of the property's parking lot at Romero St. The applicant has already advertised this entrance as the parking lot access on their website, and the property owner has stated that no access will be allowed through either of the parking lot driveways leading directly to Agua Fria St.

I have read the written comments submitted on May 24, 2021, by Mr. Jerry Richardson on behalf of the Westside Historic Guadalupe Neighborhood Association and I believe that his remarks are accurate and important to understanding the health and safety issues, especially the serious vehicular traffic hazards. Applicant plans to use the very narrow and congested residential streets, Romero St., West Manhattan St., and Alarid St. as ingress and egress routes approximately 1/4 to 1/2 miles through a historic residential neighborhood. Applicant has available two EXISTING 20' wide driveways directly adjacent to the building on the proposed location connecting the parking lot directly to Agua Fria St., a commercial street. Traffic safety issues on Agua Fria St. could at least be addressed through traffic control measures.

In order to save time and space for everyone, I request that Mr. Richardson's written comments be incorporated in this letter. I have these additional comments on the traffic safety issues. Romero St. and West Manhattan St. have a very large amount of pedestrian traffic, especially during the late afternoon and early evening each day, and on Saturday all day and all evening. It is important to note that these pedestrian use times correspond directly with the highest volume sales and thus highest traffic volume of the applicant's sales operations. The weekday pedestrian traffic is primarily residents, friends and family, and pets. Friday and weekend pedestrian traffic is particularly large due to Romero St. and West Manhattan being two of the main pedestrian accesses from the west to the Railyard and Farmer's Market and all of the public events and businesses associated with these venues. Pedestrians on these two streets, and on all other streets in this historic neighborhood, routinely walk IN THE STREETS because the sidewalks are often too narrow, obstructed, or non-existent for secure and safe passage by strollers, seniors needing level footing, pets on leash, etc. This is already a safety problem due to the neighborhood's large population density, widespread lack of off-street parking, and proximity to the Railyard

District.

As an initial point of reference, on Friday, May 21, 2021, I counted the number of cars delivering persons to Susan's Fine Wines and Spirits at its present location. During the period from 3:00 pm until 6:00 pm there were 80 vehicles. Because each auto both enters and exits, this would translate to an additional 160 vehicles in three hours passing on Romero St. All of those vehicles would exit on West Manhattan, and most would probably also enter on West Manhattan, due to the very difficult turn from Agua Fria onto Romero St. This was a rainy Friday with no special public events or associated holidays. During the Summer and Fall, or near any holiday, the traffic count could be significantly larger. Also, this does not include any delivery vehicles.

In addition to the hazards posed by retail purchaser traffic, the difficulties and dangers of maneuvering delivery vans and large beer delivery vehicles through the neighborhood streets would be substantial, and regardless of the instructions or intentions of the applicant, the vehicle delivery decisions will ultimately be made by the delivering supplier.

The determination of the vehicular access routes to the applicant dispenser's parking lot has been a financial business decision by the property owner and the applicant.

They have made the decision to attempt to create an increased traffic safety and neighborhood health burden on the residential neighborhood residents in order to avoid the financial expense of renovating and using their existing commercial accesses.

I request that the transfer application be denied unless it is conditioned on the requirements that the parking lot access to Romero St. be securely closed to all vehicular customer and delivery traffic, and that applicant be prohibited from advertising access to the establishment through the Romero St. parking lot address.

Thank you for your consideration of this objection to the application to transfer this liquor license to 632 Agua Fria Street.

Donald Whitney Johnson
126 Romero St.
Santa Fe, NM 87501
(505) 243-5414

From: whitlawyer@aol.com
To: [Griego, Desirae, RLD](mailto:Griego,Desirae,RLD)
Subject: [EXT] SF Wine and Spirits, Inc., application to transfer liquor license PROTEST
Date: Thursday, May 27, 2021 12:06:35 PM
Attachments: [126 Public Comment Form revised 2.8.2021.pdf](#)
[126 Susan's objection.docx](#)

Dear Ms. Griego,

Attached is the official RLD Public Comment / Protest form along with my protest letter which is slightly amended from my previous comments emailed to you prior to the hearing. I did not know if I needed to send this separately as a formal Protest or if my previous comments would be sufficient, so I decided to do both. I will also mail a copy since I am more familiar with that method of notice.

Thank you very much for your procedural help in this case.

Donald Whitney Johnson
505-243-5414

-----Original Message-----

From: whitlawyer@aol.com
To: whitlawyer@aol.com
Sent: Thu, May 27, 2021 11:30 am
Subject: test



NMRLD
 NEW MEXICO
 REGULATION &
 LICENSING DEPARTMENT

STATE OF NEW MEXICO
 MICHELLE LUJAN GRISHAM, GOVERNOR
 Linda M. Trujillo, Superintendent
 Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine and Spirits, Inc.

Proposed Location: 632 Agua Fria St.

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

Please see attached Protest Letter

Your Name: Donald Whitney Johnson Date: May 27, 2021

Your Street Address: 126 Romero St.

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: (505) 243-5414 E-mail: whitlawyer@aol.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



May 27, 2021

Regulation and Licensing Department
Alcoholic Beverage Control Division
Attention: Director of Alcohol and Gaming
P.O. Box 25101
Santa Fe, NM 87504

Please accept this objection to the application to transfer the liquor license of SF Wine & Spirits, Inc. to 632 Agua Fria St., Santa Fe, NM 87501.

I have owned the house at 126 Romero St. since 1981. My house is two houses south of the planned ingress and egress access for the proposed transfer location of the liquor license of SF Wine & Spirits, Inc. Although the applicant has failed to identify the proposed traffic access points, either at the community meeting on May 23, or at the telephonic preliminary hearing with your office on May 24, it is very clear that the applicant plans to have ALL traffic, including retail purchasers, wholesale delivery vans and trucks, and commercial service vehicles, enter and exit at the southeast end of the parking lot at Romero St. The applicant has already advertised this entrance as the parking access on their website, and the property owner has stated that no access will be allowed through either of the parking lot driveways leading directly to Agua Fria St.

I have read the written comments submitted on May 24, 2021, by Mr. Jerry Richardson on behalf of the Westside Historic Guadalupe Neighborhood Association and I believe that his remarks are accurate and important to understanding the health and safety issues, especially the serious vehicular traffic hazards. Applicant plans to use the very narrow and congested residential streets, Romero St., West Manhattan St., and Alarid St. as ingress and egress routes approximately 1/4 to 1/2 miles through a historic residential neighborhood. Applicant has available two EXISTING 20' wide driveways directly adjacent to the building on the proposed location connecting the parking lot DIRECTLY to Agua Fria St., a commercial street. Traffic safety issues on Agua Fria St. could be addressed through traffic control measures.

In order to save time and space for everyone, I request that Mr. Richardson's written comments be incorporated in this letter. I have these additional comments on the traffic safety issues. Romero St. and West Manhattan St. have a very large amount of pedestrian traffic, especially during the late afternoon and early evening each day, and on Saturday all day and all evening. It is important to note that these pedestrian high use times correspond directly with the highest volume sales times and thus highest traffic volume times of the applicant's sales operations. The weekday pedestrian traffic is primarily residents, friends and family, and pets. Friday and weekend pedestrian traffic is particularly large due to Romero St. and West Manhattan being two of the main pedestrian accesses from the west to the Railyard and Farmer's Market and all of the public

events and businesses associated with these venues. Pedestrians on these two streets, and on all other streets in this historic neighborhood, routinely walk IN THE STREETS because the sidewalks are often too narrow, obstructed, or non-existent for secure and safe passage by strollers, seniors needing level footing, pets on leash, etc. This is already a safety problem due to the neighborhood's large population density, widespread lack of off-street parking, and proximity to the Railyard District.

As a point of reference, on Friday, May 21, 2021, I counted the number of cars delivering persons to Susan's Fine Wines and Spirits at its present location. During the period from 3:00 pm until 6:00 pm there were 80 vehicles. Because each auto both enters and exits, this would translate to an additional 160 vehicles in three hours passing on Romero St. All of those vehicles would exit on West Manhattan, and most would probably also enter on West Manhattan, due to the very difficult and dangerous turn from Agua Fria onto Romero St. This was a rainy Friday with no special public events or associated holidays. During the Summer and Fall, or near any holiday, the traffic count would be significantly higher. This does not include any delivery vehicles, trash removal trucks, or commercial repair and service vehicles serving the premises.

In addition to the hazards posed by retail purchaser traffic, the difficulties and dangers of maneuvering delivery vans and large beer delivery vehicles through the neighborhood streets would be substantial, and regardless of the instructions or intentions of the applicant, the vehicle delivery decisions will ultimately be made by the delivering supplier.

The determination of the vehicular access routes to the applicant dispenser's parking lot has been a financial business decision by the property owner and the applicant. They have made the decision to attempt to create an increased traffic safety and neighborhood health burden on the residential neighborhood residents in order to avoid the financial expense of renovating and using their existing commercial accesses.

I request that the transfer application be denied unless it is conditioned on the requirements that the parking lot access to Romero St. be securely closed to all vehicular customer, wholesale delivery, and commercial service traffic, and that applicant be prohibited from advertising access to the establishment through the Romero St. parking lot address.

Thank you for your consideration of this objection to the application to transfer this liquor license to 632 Agua Fria Street.

Donald Whitney Johnson
126 Romero St.
Santa Fe, NM 87501
(505) 243-5414

From: [Donna Gornien](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Objections to approval of Liquor Dispenser's License Application 1193969 (Susan's Fine Wine & Liquors)
Date: Friday, May 28, 2021 8:22:36 PM

Dear Ms. Griego,

Please accept these written comments concerning the application to transfer the liquor license of Susan's Fine Wine & Spirits, Inc. (hereinafter Susan's) to 632 Agua Fria St., Santa Fe, NM 87501 (application # 1193969)

I am writing as a concerned citizen residing on West Manhattan Avenue, which street will be directly and negatively impacted by the proposed traffic pattern for access to 632 Agua Fria Street, should Susan's application be approved. It is my understanding that, in spite of the existence of two wide driveways leading from Agua Fria to the parking lot for #632 (approximately 20 feet wide each, with one on either side of the building), that the owner and/or the lessee of the property intends to require all customers and delivery trucks to access the parking lot only from a third driveway located on Romero Street. At the outset, I would note that the two driveways on either side of 632 Agua Fria Street historically have been used to access the parking lot behind the building.

I strongly oppose the transfer of the above-referenced Dispenser's License to 632 Agua Fria should the applicant maintain the position that of three possible access points to the parking lot, the one that will arguably raise the most difficulties for both the neighborhood and first responders is being designated as the sole access point. This is unacceptable on the grounds that, if implemented, the choice of the Romero Street access point will maximize the danger to public safety, particularly as compared to the ease of access available through either of two far less dangerous alternatives.

I would like to note that two other businesses have parking lots off of Romero Street, but their circumstances can be distinguished from Susan's on the following grounds. Both the Eye of the Mountain Gallery and The Ark Bookstore have much smaller profiles than Susan's, in terms of the sizes of these businesses, and thus also in terms of the automobile and truck traffic they generate. These two smaller businesses also are clearly located on Romero Street, the Eye of the Mountain Gallery at the corner of Agua Fria and Romero and The Ark Bookstore just a few yards up Romero from Manhattan Avenue. These locations also mean that Romero Street is only minimally affected by the traffic these businesses generate, which will not be the case with respect to a busy parking lot accessed from the middle of Romero Street. The smaller business parking lots are also easy to enter and to leave. A Romero Street parking lot for 632 Agua Fria, on the other hand, will generate much more traffic than the other two Romero Street businesses, and, because it does not abut Romero Street, access to 632's parking lot will be unclear, leading vehicle drivers to engage in stop-and-start driving or similar dangerous practices on Agua Fria as they look for their turn to get to the parking lot. They will then have to maneuver around a very tight turn into a very narrow Romero Street. (Romero Street is 10'9" wide where it intersects with Agua Fria Street, with buildings built close to the curb on both sides, minimal setbacks and no sidewalks whatsoever. Romero Street proceeds south and narrows even more to 9' 9".) Furthermore, because the proposed entrance to 632 Agua Fria is at the point on Romero where it changes from one way to two ways, the confusion about access will be exacerbated by someone's entering the parking lot having driven down a very narrow one-way street, but having to leave the parking lot by going in the opposite direction instead of

the way they came in and then navigating their way through a densely populated historic residential neighborhood with narrow streets and a great deal of pedestrian traffic. The inclination to ignore the one-way street signs and simply retrace one's tracks up the one-way stretch of Romero Street to get back to Agua Fria Street will be difficult to control, ensuring accidents to vehicles and pedestrians on that stretch of Romero Street. An additional negative factor in this configuration is the very acute angle around which a vehicle must navigate to make the turn from the one-way section of Romero into the proposed parking lot. Taken together, it is easy to anticipate accidents of various descriptions occurring with greatly increased frequency and seriousness on both Agua Fria and Romero Streets.

On another point, although I have been unable to locate any information about the weight-bearing capacities of the neighborhood streets in the area – Manhattan Avenue, Romero Street and Alarid in particular – having heavy delivery trucks driving on them on a regular basis cannot be positive for maintaining the condition of the roads. I would also note that although Agua Fria is high on the priority list for plowing when we have snow in Santa Fe, Alarid, Manhattan Avenue and Romero do not enjoy such priority; the resulting icy conditions on our neighborhood streets will only exacerbate the dangers attendant on increased traffic in general and heavy trucks in particular.

In short, I consider that the critical issue surrounding the transfer of Susan's license to 632 Agua Fria is the proposed access to the business. For the reasons outlined above, access from Romero Street is unacceptable for safety and ancillary reasons. And with two additional driveways, both of which are quite wide, both of which are clearly connected to the property's actual address on Agua Fria, and both of which have been used in the past to access parking for the property at issue, **I would like to suggest that the relevant governmental authorities condition the transfer of Susan's license to 632 Agua Fria on their using one or both of the two driveways leading off Agua Fria to the parking lot behind the building and not using the driveway leading off Romero Street for that purpose.**

Please let me know if you have any questions or require further information from me at this juncture. Also, please keep me informed about the license approval process for 632 Agua Fria, including any scheduled hearings, meetings, and so forth.

I appreciate your attention and consideration of this matter.

Yours sincerely,
Donna Gomien
759 West Manhattan Avenue, Apt. 3
Santa Fe, NM 87501
email: Dsgomien@aol.com



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine and Liquors

Proposed Location: 632 Agua Fria

In the City of: City of Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

Three access points into 632 Agua Fria's parking lot (Two at either side of the building: one on Romero, at the edge of its one-way section) Susan's wants to block access to the two entrances that are adjacent to the building, twice as wide as Romero Street (20' versus 10'), and used in the past as entrances to the parking lot. Public safety in the area will be seriously affected by: 1) confusion about location of access -- stop and start traffic on Agua Fria, 2) many vehicles trying to make a tight turn into Romero Street, 3) many vehicles sharing the narrow, non-sidewalked Romero with pedestrians, 4) an additional very acute turn from Romero into parking lot, 5) confusion about exiting Romero lot, which will be through the entire neighborhood (since vehicles can not go back up the one-way portion of Romero), 6) vehicles navigating other narrow streets in the neighborhood, all of which have many parked vehicles and pedestrians, 7) Agua Fria is regularly plowed when SF has snow; neighborhood streets are not regularly plowed, 8) Above problems will be

Your Name: Donna Gomien Date: June 1, 2021

Your Street Address: 759 West Manhattan Avenue, Apt. 3

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: _____ E-mail: Dsgomien@aol.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



From: [donnadancer](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] concerns for Susan's move into 632 Agua Fria
Date: Monday, May 31, 2021 9:45:54 AM

Thoughts on Susan's Fine Wines and Spirits moving into 632 Agua Fria St.

I have lived at 704-D Agua Fria for 25 years, and am the HOA president of our 7 condominiums. Our parking lot is immediately adjacent to the parking lot where Susan's would be. When I learned Susan owner Nirmala and her sister were planning on going door to door to address neighborhood concerns, I helped organize a neighborhood meeting with the family owners in back of their new store site last Sunday, May 23. Around 50 people attended. Passions were high, and I do give credit to the family for showing up. There were many objections about public safety issues, due to increased traffic, congestion and possibly even driving under the influence after tasting parties. Other concerns coalesced around loitering and littering, security/theft, lessening of property values. In addition concerns for potential future changes, for example, store could be made into a bar, hours and space expanded, business model and even owners changed.

Don Chavez, the property owner, who I have worked with and have had a good relationship with for many years, has advised Susan's to use the Romero St entrance, because there really is no good Agua Fria access. Those gathered at the meeting from the Romero/Manhattan/Alarid street neighborhoods felt *very* strongly that the narrowness and congestion of these residential streets do not support the increased volume of traffic, and could be dangerous to the pedestrians, bicyclists and baby strollers that frequent this area. It was pointed out just how narrow, and dangerous, the one way part of Romero St is. There was the potential argument that Agua Fria could more easily absorb egress along that road; but of course those present on the Agua Fria/DeFouri/Dunlap side also felt strongly they could not support the additional traffic either.

When I met originally with the general manager she stated it's difficult to gauge how many cars actually come into Susan's parking lot on a given day. The range is 75 to 150+ of discreet sales. Some of these sales may be attached sales from over a few days, some may be couples in the same car, or foot traffic, but this number probably closely represents how many cars will be visiting their lot. One of our neighbors, Whitney Johnson, personally counted 80 cars with customers into the store on Friday May 21 just between the 3 hour period of 3-6pm. And as he points out, that's not just 80 cars going by his home on Romero St, it's actually 160 passes of new traffic in front of his house. This is a lot of increased traffic.

And yet on the other hand, Susan's is losing their current lease through no fault

of their own. They are an established 16 year old, local and family owned, reputable and popular store in our city, and there may be many ways they could be a good fit for our neighborhood. Frank and Nirmala seem to be lovely, sincere, civic minded people who want to do right by our neighborhood. They did come to talk to our group last Sunday, and that was not an easy task.

In my opinion, access to Romero St should not happen. And even though it would more adversely affect me and my neighbors on Agua Fria, if the liquor license is allowed to transfer dI would strongly urge an alternative access along Agua Fria. Sig Lindell was at our meeting, and the issue was raised that a traffic study should be done, including perhaps more speed humps, traffic cameras and/or stop signs. along this street. It's also my understanding there's a truck weight limit for Agua Fria that has not been enforced.

This is not an easy decision, and there are no easy answers. I trust most of us are coming to this issue with the best of intentions to find the most workable solution that will benefit the most people.

Thanks for your time in considering our concerns.

Donna Maddux

From: E. Amba Caldwell
To: Griego, Desirae, RLD
Subject: [EXT]
Date: Friday, May 28, 2021 6:40:02 PM

Hello,

I am in total agreement with other residents of Romero St in Santa Fe, that the traffic increase to the small residential streets we live on would be horrendous. Dangerous to our Health and Safety! Pollution of both exhaust, sound, & increased activity. NOT what the neighborhood is like or about at all. We walk, we bike, we talk in our yards and courtyard, and on the slow paced street.

Thus please dont allow it.

Sincerely,
Ellen and David Caldwell
132 Romero St #4
Santa Fe, NM 87501
505-699-0272

From: FRED.SCHOTT
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine Wines & 632 Aqua Fria
Date: Monday, May 24, 2021 12:09:14 PM

Dear Ms Griego: Please consider the following:

As a resident on Romero Street in the Old Guadalupe Community in Santa Fe I am concerned about the health and safety of the residents in our community and, on this basis, object to the proposed transfer of the liquor license for Susan's Fine Wines to 632 Aqua Fria under the current conditions of their lease. Under no circumstances should the entrance/exit to the 632 rear parking lot on Romero Street be used by Susan's customers and deliveries and the gate off of Romero Street should remain closed. The size of Romero Street and the nature of its residences cannot safely accommodate this sort of traffic. If Susan's license is transferred and they use the 632 location, site accommodations must be made for entrance and exit from and onto Aqua Fria. Even under these arrangements I do not think 632 Aqua Fria is a suitable site for this business that would adversely impact the health and safety of our historic community.

Fred Schott & Jan Westrick

132 Romero St.

Unit 12

Santa Fe, NM

87501-7306

From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] Public Comment - Susan's Fine Wines & Spirits
Date: Wednesday, May 26, 2021 1:11:07 PM
Attachments: [Public Comment Form revised 2 8 2021 Susans Fine Wine and Spirit GAYE POLLITT.pdf](#)
[Public Comment Form revised 2 8 2021 Susans Fine Wine and Spirit GAYE POLLITT.doc](#)

From: Gaye Pollitt <osologgp@gmail.com>
Sent: Wednesday, May 26, 2021 12:43 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Public Comment - Susan's Fine Wines & Spirits

Dear Ms. Romero,

I have obtained, completed, saved and attached my Public Comment Form regarding the re-location of Susan's Fine Wine & Spirits. I hope I have properly followed the instructions.

I am concerned about the scroll feature on the Form. It allowed me to enter more than fit on the computer screen. It scrolled down for me...even though it says "attach addition pages if necessary." I wouldn't know how to attach a page to the Form. So I have also created a Word .doc with my full comments and attached it to this email as an additional page. My Word system is old, so, in case you are not able to open the .doc attachment, here are my comments in full. (I'm known for wearing a belt **and** suspenders!)

They are a fine business and I am an occasional customer. However, the relocation license they are filing for will absolutely cause a safety hazard to our community. A traffic study by the City will undoubtedly reveal a huge increase in traffic, no matter which direction by which customers and delivery trucks are allowed to arrive and leave. Romero Street is such a lovely, small neighborhood street where my husband and I frequently walk. Even now, traffic is an issue because the turn from Agua Fria is a very narrow, no sidewalk, blind turn and a hazard to pedestrians. Additionally, very close to that corner, a resident often sits outside on his property to read and relax. I believe any traffic increase with accompanying fumes will be a hazard to his well being as well as other Romero street residents. Romero allows parking on one side. Customer cars and delivery vans for Susan's will create great passing difficulty and cause a dangerous situation for residents and/or public utility providers. And, if the owner of the property re-opens the driveway that was once on the left side of the building to allow a U-entry & exit onto Agua Fria, that will become a disastrous intersection for Agua Fria and Dunlap (where we live). With all the vacant commercial buildings in Santa Fe right now, surely Susan's Fine Wine & Spirits can find a more suitable location. I know the current location is zoned commercial. I believe the

City needs to either restrict the "type" of commercial business allowed there - or change the zoning. But that's a totally different topic for another day. Thank you for the opportunity to express my concerns.

If you require a different process, please let me know and I'll happily comply.

Best regards,

Gaye Pollitt
729 Dunlap St
Santa Fe 87501
505-795-8913
osologgp@gmail.com

gpp



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine & Spirits

Proposed Location: Agua Fria Street

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

~~They are a fine business and I am an occasional customer. However, the relocation license they are filing for will absolutely cause a safety hazard to our community. A traffic study by the City will undoubtedly reveal a huge increase in traffic, no matter which direction by which customers and delivery trucks are allowed to arrive and leave. Romero Street is such a lovely, small neighborhood street where my husband and I frequently walk. Even now, traffic is an issue because the turn from Aqua Fria is a very narrow, no sidewalk, blind turn and a hazard to pedestrians. Additionally, very close to that corner, a resident often sits outside on his property to read and relax. I believe any traffic increase with accompanying fumes will be a hazard to his well being as well as other Romero street residents. Romero allows parking on one side. Customer cars and delivery vans for Susan's will create great passing difficulty and cause a dangerous situation for residents and/or public utility providers. And, if the owner of the property re-opens the driveway that was once on the left side of the building to allow a U-entry & exit onto Agua Fria, that will become a disastrous intersection for Agua Fria and Dunlap (where we live). With all the vacant commercial buildings in Santa Fe right now, surely Susan's Fine Wine & Spirits can find a more suitable location. I know the current location is zoned commercial. I believe the City needs to either restrict the "type" of commercial business allowed there or change the zoning. But that's a totally different topic for another day. Thank you for the opportunity to express my concerns.~~

Your Name: Gaye Pollitt Date: 5/26/2021

Your Street Address: 729 Dunlap St

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 505-795-8913 E-mail: osologgp@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



Re: Susan's Fine Wine & Spirits
Gaye Pollitt
5/26/2021
729 Dunlap Street, Santa Fe 87501
505-795-8913
osologgp@gmail.com

Summarize your comment or concerns, attach addition pages if necessary:

They are a fine business and I am an occasional customer. However, the relocation license they are filing for will absolutely cause a safety hazard to our community. A traffic study by the City will undoubtedly reveal a huge increase in traffic, no matter which direction by which customers and delivery trucks are allowed to arrive and leave. Romero Street is such a lovely, small neighborhood street where my husband and I frequently walk. Even now, traffic is an issue because the turn from Aqua Fria is a very narrow, no sidewalk, blind turn and a hazard to pedestrians. Additionally, very close to that corner, a resident often sits outside on his property to read and relax. I believe any traffic increase with accompanying fumes will be a hazard to his well being as well as other Romero street residents. Romero allows parking on one side. Customer cars and delivery vans for Susan's will create great passing difficulty and cause a dangerous situation for residents and/or public utility providers. And, if the owner of the property re-opens the driveway that was once on the left side of the building to allow a U-entry & exit onto Agua Fria, that will become a disastrous intersection for Agua Fria and Dunlap (where we live). With all the vacant commercial buildings in Santa Fe right now, surely Susan's Fine Wine & Spirits can find a more suitable location. I know the current location is zoned commercial. I believe the City needs to either restrict the "type" of commercial business allowed there - or change the zoning. But that's a totally different

t
o
p
i
c

f
o
r

a
n
o
t
h
e



NMRLD
 NEW MEXICO
 REGULATION &
 LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
 Linda M. Trujillo, Superintendent
 Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine and Spirits

Proposed Location: 632 Agua Fria

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

Please see attached letter

Your Name: Gregory and Barbara Kok Date: May 28, 2021

Your Street Address: 716 W. Manhattan

City: Santa Fe, State: NM Zip: 87501

How may we contact you?

Phone: 303-877-6042 E-mail: glkokdmt@yahoo.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



Kok Residence
716 W. Manhattan
Santa Fe, New Mexico 87501

May 29, 2021

Ms. Desirae Griego
Hearing Officer
New Mexico ABC
Toney Anaya Building,
2550 Cerrillos Road,
Santa Fe, NM 87505

Dear Ms. Griego,

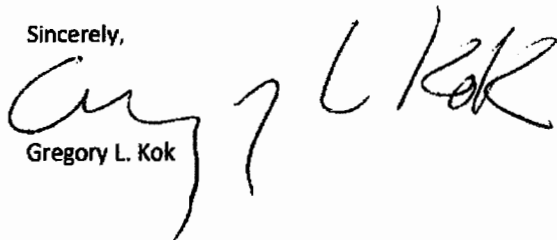
As owners and residents of the property at 716 W. Manhattan, Santa Fe, we are in strong opposition to the issuance of a liquor license for the property at 632 Agua Fria. The access to this property is via residential streets that were established in the late 1920's when the Ford Model A was the car to have. The proposed access streets, Alarid, W. Manhattan, and Romero are narrow and accommodate the current residential traffic with difficulty. Alarid has parking on both sides, and on much of the street it is impossible for two cars to meet on that street, vehicles basically need to take turns going through the street.

This will also be the route for delivery trucks. Once a week the refuse truck and the recycle truck come through this area and they can make it only with difficulty. Adding large delivery trucks through this area on daily or more frequent basis will restrict access for the residents.

This property was formerly a museum, where there were limited patrons, and they spent extensive time there. A liquor store will have much higher patron turn over, and since the access is basically a dead end street, all entering traffic must leave via the same route.

This is a business that belongs in a commercial location, not a residential neighborhood.

Sincerely,


Gregory L. Kok

Barbara J. Kok



From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] Public Comment Attached on 632 Agua Fria
Date: Monday, May 31, 2021 6:12:46 PM
Attachments: [ABC Comment Susan"s.pdf](#)

From: Greg Kok <glkokdmt@yahoo.com>
Sent: Friday, May 28, 2021 8:37 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Public Comment Attached on 632 Agua Fria

Marlene Romero,

Please see the attached public comment with regard to the liquor application for 632 Agua Fria.

Thank you,

Greg Kok

From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] Susan's Fine Wines
Date: Wednesday, May 26, 2021 1:13:01 PM
Attachments: [PUBLIC COMMENT Westrick.docx](#)
[PUBLIC COMMENT Schott.docx](#)

-----Original Message-----

From: Fred Schott <schottfred@comcast.net>
Sent: Wednesday, May 26, 2021 12:34 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: Mary Layne <mary@mary-layne.com>; Jerry Richardson <jerryrich4@gmail.com>
Subject: [EXT] Susan's Fine Wines

Dear Ms. Romero: Please see and consider the attached comments.
Muchas Gracias
Janet Westrick



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wines and Spirits

Proposed Location: 632 Aqua Fria Street

In the City of: Santa Fe

Summarize your comment or concerns

As a resident on Romero Street in the Old Guadalupe Community in Santa Fe I am concerned about the health and safety of the residents in our community and, on this basis, object to the proposed transfer of the liquor license for Susan's Fine Wines to 632 Aqua Fria under the current conditions of their lease. I would not object to having Susan's Fine Wines & Spirits located in our neighborhood as long as both the entrance and exit to their location was from and onto Aqua Fria Street. Under no circumstances should the entrance/exit to the 632 rear parking lot on Romero Street be used by Susan's customers and deliveries, and the gate off of Romero Street should remain closed. The size of Romero Street and the nature of its residences cannot safely accommodate this sort of traffic. If Susan's license is transferred and they use the 632 location, site accommodations must be made for entrance and exit from and onto Aqua Fria. If the owner of the property, Mr. Don Chavez, wants to have Susan's Fine Wines as a tenant, he needs to make the accommodations to provide for entrance and exit from and onto Aqua Fria. I understand that he has options that would allow for this to happen. Without this accommodation this business at this site would adversely impact the health and safety of our historic community.

Your Name: Fred Schott

Date: May 26, 2021

Your Street Address: 132 Romero St. Unit 12

City: Santa Fe

State: NM Zip: 87501-7306

How may we contact you?

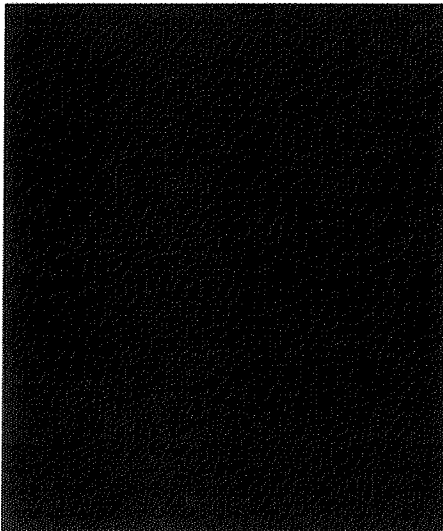
E-mail: schottfred@comcast.net

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021

Alcoholic Beverage Control Division | 2550 Cerrillos Road | P.O. Box 25101 Santa Fe, NM 87504 | (505) 476-4875 | rld.state.nm.us

STATE OF NEW MEXICO MICHELLE LUJAN GRISHAM, GOVERNOR Linda M. Trujillo, Superintendent

Andrew Vallejos, Director





PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wines and Spirits

Proposed Location: 632 Aqua Fria Street

In the City of: Santa Fe

Summarize your comment or concerns

As a resident on Romero Street in the Old Guadalupe Community in Santa Fe I am concerned about the health and safety of the residents in our community and, on this basis, object to the proposed transfer of the liquor license for Susan's Fine Wines to 632 Aqua Fria under the current conditions of their lease. I would not object to having Susan's Fine Wines & Spirits located in our neighborhood as long as both the entrance and exit to their location was from and onto Aqua Fria Street. Under no circumstances should the entrance/exit to the 632 rear parking lot on Romero Street be used by Susan's customers and deliveries, and the gate off of Romero Street should remain closed. The size of Romero Street and the nature of its residences cannot safely accommodate this sort of traffic. If Susan's license is transferred and they use the 632 location, site accommodations must be made for entrance and exit from and onto Aqua Fria. If the owner of the property, Mr. Don Chavez, wants to have Susan's Fine Wines as a tenant, he needs to make the accommodations to provide for entrance and exit from and onto Aqua Fria. I understand that he has options that would allow for this to happen. Without this accommodation this business at this site would adversely impact the health and safety of our historic community.

Your Name: Janet Westrick

Date: May 26, 2021

Your Street Address: 132 Romero St. Unit 12

City: Santa Fe

State: NM Zip: 87501-7306

How may we contact you?

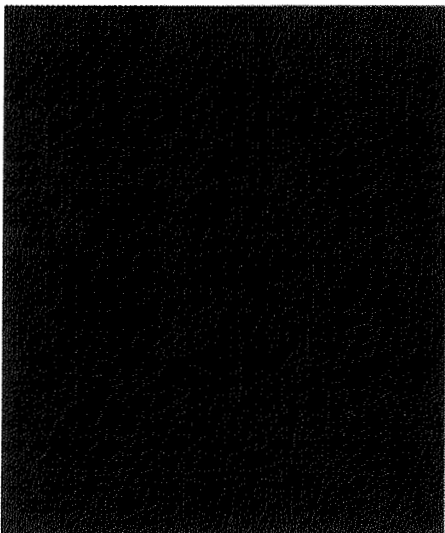
E-mail: janwestrict8188@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021

Alcoholic Beverage Control Division | 2550 Cerrillos Road | P.O. Box 25101 Santa Fe, NM 87504 | (505) 476-4875 | rld.state.nm.us

STATE OF NEW MEXICO MICHELLE LUJAN GRISHAM, GOVERNOR Linda M. Trujillo, Superintendent

Andrew Vallejos, Director



From: [Janie Cravens](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] concern
Date: Sunday, May 23, 2021 6:30:03 PM

Hello Desirae,

I understand you have a hearing on May 24 regarding Susan's Wine & Spirits transfer of licensure. I thought you'd appreciate knowing that today the owners of that business met with about 60 folks who live near the proposed address to which they'd like to move (showing courage and open mindedness on their parts to be sure) AND that everyone who lies within a half mile of the proposed Agua Fria address does not want this transfer to occur.

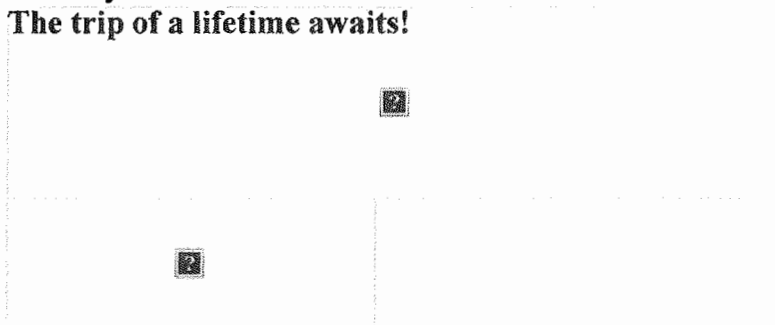
Concerns are about health and safety of the area, and while technically the schools, churches, etc may be outside the letter of the law marks, you could not know without listening to us that there are very real risks to health and safety. The owner, Don Chavez, has 'rooked' Susan's into a five year lease telling them he would not spend money to open the driveways that provide access from Agua Fria St. but that they can let their 100+ car-driving customers each day (plus their liquor delivery trucks) use the Romero St. back entrance. This is a terrible hazard for residents, pedestrians, etc.

Also, somehow the city and state offices have forgotten that right across Agua Fria is a sheltered living situation for folks with special needs. The increase in traffic, some of which will no doubt be under the influence, poses a great danger to special needs people.

Thank you for considering my email, Janie Cravens

--

Janie Cravens, LCSW
Socially Conscious Travel
The trip of a lifetime awaits!



openhearttours.com

512-586-9300; janie.e.cravens@gmail.com

From: [Janie Cravens](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] re: Susan's
Date: Tuesday, May 25, 2021 2:24:28 PM

Hello Desiae -- I sent one email already with my concerns about Susan's Wine & Spirits and the traffic issues already in our neighborhood, but I understand (from the fast-flying emails :)) that you had 37 letters of support. I only ask that you consider that any good business (and Susan's IS a good business) will have fan mail and support letters that are unrelated to the concerns we have about health and safety.

I suppose you know that the property owner (Don Chavez) could spend the money to make the access be off Agua Fria. This is certainly preferable to Romero St, Alarid and Manhattan.....but many of us remember when Agua Fria was a nightmare of clogged traffic too. Nonetheless, if that is the only solution we can have, I would support that.

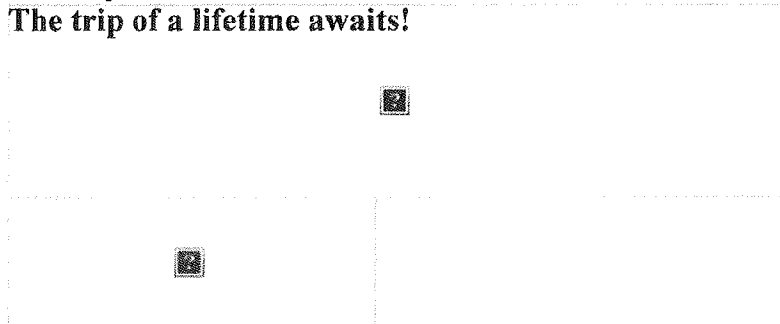
Thank you for your leadership yesterday (I've heard many good things) and thanks for working on this.

Janie Cravens (134 Romero St, SF, NM)

Janie Cravens, LCSW

Socially Conscious Travel

The trip of a lifetime awaits!



openhearttours.com

512-586-9300; janie.e.cravens@gmail.com



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/abc

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine and Spirits
Proposed Location: 632 Agua Fria
In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

I object to this location being used for a liquor store because the location is in the residential Guadalupe Historic District
on an already very busy street. Access to the property from Agua Fria is blocked on both sides of the building.
Therefore, customers will be forced to use the tiny (essentially one-lane) side street of Romero,
which is 1/4 block away, in order to access the parking area behind the building. This will create
traffic safety problems for residents all around the property. In addition, having a liquor store in
this mostly residential neighborhood may put neighbors at risk of possible criminal activity.

Your Name: Linda Moore Date: 5/13/2021
Your Street Address: 245 Closson Street
City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 915-494-3679 E-mail: ljmoore1@sbcglobal.net

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: Public Comment re: Susan's Wine & Spirits @ 632 Agua Fria St., Santa Fe, NM
Date: Tuesday, May 25, 2021 9:20:17 AM
Attachments: [NM RLD Public Comment Objection.pdf](#)

From: LORRAINE URIOSTE <LUrioste@msn.com>
Sent: Tuesday, May 25, 2021 9:12 AM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: rdvillarreal@santafenm.gov; silindell@santafenm.gov <silindell@santafenm.gov>
Subject: [EXT] Public Comment re: Susan's Wine & Spirits @ 632 Agua Fria St., Santa Fe, NM

Good morning,

Attached is my Public Comment "objection" regarding the potential opening of Susan's Wine & Spirits Liquor Store. This liquor store is not a good fit for our neighborhood. I am a lifelong resident of this area of Santa Fe. Please take into consideration that there is a Group Home for Disabled people directly across the street. That there are many older people living in this neighborhood along with children. We already have the Railyard crowds and traffic to contend with and the traffic of people using this portion of Agua Fria as a short cut to and from work so as not to use St. Francis Drive. Thank you for your time.

Lorraine Urioste
728 H Agua Fria
P.O. Box 9240
Santa Fe, New Mexico 87501
(505) 577-7524

Sent from [Mail](#) for Windows 10



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan 's Wine & Spirits

Proposed Location: 632 Agua Fria

In the City of: Santa Fe, New Mexico 87501

Summarize your comment or concerns, attach addition pages if necessary:

I am objecting to the above stated liquor store in our Agua Fria neighborhood. I am concerned with the risk and the health and safety of having this liquor store in a neighborhood with the heavy traffic flow as it is right now. The public already uses this area of Agua Fria street on a daily basis to get to and from work so they don't have to use St. Francis Drive, this already adds to the heavy traffic flow. Additional delivery trucks will block our lane access, making it dangerous to pass these trucks. To add additional traffic on this already very busy narrow street will put people who drive, walk or ride their bicycles at risk. Also, having people who are consuming alcohol and may be driving to purchase the alcohol at this liquor store may lead to traffic accidents and pedestrian fatalities. There are homes surrounding this building and a group home for disabled people exactly across the street from this building. The traffic from the Railyard will be an additional safety risk.

Your Name: Lorraine Urioste Date: 5/24/2021

Your Street Address: 728 H Agua Fria (PO Box 9240)

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 505-577-7524 E-mail: lurioste@msn.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101.

Revised 2/8/2021



From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] PUBLIC COMMENT FORM - Susan's Fine Wine & Spirits, Romero St Access
Date: Thursday, May 27, 2021 12:32:04 PM
Attachments: [Public Comment Form revised 2_8_2021.pdf](#)
[Alcoholic Beverage Control Division Public Comment.docx](#)

From: N West <houseboatdock@gmail.com>
Sent: Thursday, May 27, 2021 10:59 AM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: silindell@santafemn.gov; rdvillarreal@santafemn.gov
Subject: [EXT] PUBLIC COMMENT FORM - Susan's Fine Wine & Spirits, Romero St Access

Attached please find my public comment, submitted before the May 30th deadline. To ensure that it comes through to you correctly I have attached it in 2 forms: PDF form and MSWord Doc.

If you have any questions or would like further input please email me asap at houseboatdock@gmail.com.

Thank you for your very important attention to this matter.
Nancy Westheimer



NMRLD
 NEW MEXICO
 REGULATION &
 LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
 Linda M. Trujillo, Superintendent
 Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine & Spirits

Proposed Location: 632 Agua Fria - corner of Agua Fria and Romero

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

RE: intention of above establishment to close Agua Fria access to new location, and to use only Romero Street access, necessitating all customer and delivery traffic to travel through Alarid, Manhattan, and Romero streets.

As a resident of this neighborhood for over 20 years I can say that I have never lived in a quieter urban setting. With the exception of The Ark Bookstore (possibly the quietest business in all of Santa Fe) there are no commercial concerns along the route Susan's Fine Wine & Spirits is now proposing from St. Francis or Paseo de Peralta. The area is on the way to nowhere. It is completely residential, and the streets, particularly Romero, are narrow.

The idea of liquor store traffic and delivery trucks in this slow, quiet, congenial neighborhood, where people drive slowly, ride bikes, walk dogs and greet one another, is devastating. And with access to a through street, Agua Fria, into the 632 Agua Fria parking lot, such traffic is totally unnecessary, and self-serving. To

Your Name: Nancy Westheimer Date: May 27, 2021

Your Street Address: 768½ West Manhattan Avenue

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: _____ E-mail: houseboatdock@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



Alcoholic Beverage Control Division |
2550 Cerrillos Road | P.O. Box 25101 Santa Fe, NM 87504 | (505) 476-4875 | rld.state.nm.us

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine & Spirits

Proposed Location: 632 Agua Fria - corner of Agua Fria and Romero

In the City of: Santa Fe

Summarize your comment or concerns, attach additional pages if necessary:

RE: intention of above establishment to close Agua Fria access to new location, and to use only Romero Street access, necessitating all customer and delivery traffic to travel through Alarid, Manhattan, and Romero streets.

As a resident of this neighborhood for over 20 years I can say that I have never lived in a quieter urban setting. With the exception of The Ark Bookstore (possibly the quietest business in all of Santa Fe) there are no commercial concerns along the route Susan's Fine Wine & Spirits is now proposing from St. Francis or Paseo de Peralta. The area is on the way to nowhere. It is completely residential, and the streets, particularly Romero, are narrow.

The idea of liquor store traffic and delivery trucks in this slow, quiet, congenial neighborhood, where people drive slowly, ride bikes, walk dogs and greet one another, is devastating. And with access to a through street, Agua Fria, into the 632 Agua Fria parking lot, such traffic is totally unnecessary, and self-serving. To preserve the safety, quiet, and neighborliness of this small area, Romero is the access that needs to be closed -- not Agua Fria. What are they thinking???

How can the city allow this to happen?

Your Name: Nancy Westheimer

Date: May 27, 2021

Your Street Address: 768½ West Manhattan Avenue

City: Santa Fe State: NM Zip: 87501

How may we contact you? Phone: E-mail: houseboatdock@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101.

Alcoholic Beverage Control Division | 2550 Cerrillos Road | P.O. Box 25101 Santa Fe, NM 87504
| (505) 476-4875 | rld.state.nm.us

Revised 2/8/2021

Office of Ms. Nicoletta L. Munroe
701 Dunlap St.
Santa Fe, NM 87501

To: Director, Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, NM 87504

From: Ms. Nicoletta L. Munroe
701 Dunlap St.
Santa Fe, NM 87501

Re: Application no. 1193969; dispenser license
SF Wine and Spirits, Inc.

May 21, 2021

Dear Director, State of New Mexico, Alcohol and Gaming Division,

An objection to the application no. 1193969, for SF Wine and Spirits, Inc. is filed herein.

There are issues concerning the suitability of the location for a retail wine establishment. Specifically, as a resident, a concern is noise from delivery vehicles. Additionally, the neighborhood is not suitable for a retail establishment because of narrowness of roads, especially Romero Street that is one-way.

Thank you,

Ms. Nicoletta L. Munroe

From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] Objection to SF Wine and Spirits at 632 Agua Fria
Date: Monday, May 17, 2021 4:05:54 PM
Attachments: [Public Comment Form revised 7 2019.pdf](#)
[Director.docx](#)
[image001.jpg](#)

From: Donna Bone <donna@designwithnatureltd.com>
Sent: Monday, May 17, 2021 3:43 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>; rdvillarreal@santafenm.gov;
silindell@santafenm.gov
Subject: [EXT] Objection to SF Wine and Spirits at 632 Agua Fria

Marlene,

Please find attached my Public Comment Form and letter of objection to SF Wine and Spirits relocating to 632 Agua Fria Street (Application#1193969).

Thank you for your consideration,
Donna Bone



DONNA BONE | DESIGNER + OWNER

designwithnatureltd.com

129 ROMERO ST. | SANTA FE, NM 87501
STUDIO 505-983-5633 | CELL 505-660-7778



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
 PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
 (505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/abc

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine & Spirits, Inc.
 Proposed Location: 632 Agua Fria
 In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:
 This is a written objection to moving Susan's Fine Wine and Spirits to 632 Agua Fria St.

I object to having Romero Street the only access to this buisness.

Please see attached letter.

Your Name: Donna Bone Date: 5-17-21

Your Street Address: 129 Romero Street

City: Santa Fe State: NM Zip: 87501

How may we contact you?
 Phone: 505-660-7778 E-mail: donna@designwithnatureltd.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

Director, Alcohol and Gaming Division
PO Box 25101
Santa Fe, NM 87574
505-476-4875

Please consider this a written objection to moving Susans's Fine Wine and Spirits to 632 Agua Fria, Santa Fe, NM (Application#1193969).

These are the reasons I object:

- 1) This is a historically zoned residential neighborhood with a few small business owners. It's a quiet and safe place for many folks who walk their dogs and ride their bikes. Adding a large liquor store, delivery trucks, wine tastings and the associated vehicular traffic would seriously disrupt the neighborhood.
- 2) Romero Street and Manhattan Street have parking on one side, with two-way traffic having to negotiate the narrow streets. Additionally, the condition of the streets is bad due to tree roots heaving the paving and to the places where the paving was redone after residents have had to repair their sewer connections to the city line. Adding more traffic would worsen the already compromised condition of the paving.
- 3) Part of Romero Street to the north is one-way with cars turning onto it from Agua Fria. It's small, almost like a driveway, and used by many walkers and bikers. To have more cars coming through this already compressed area is asking for accidents to occur.

This is simply the wrong location for Susan's Fine Wine and Spirits, unless all its business in/out traffic is directly off of Agua Fria and their parking lot.

Respectfully,

DonnaBone

Donna Bone
129 Romero St
Santa Fe, NM 87501
donna@designwithnatureltd.com
505-660-7778



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susans Wine and Spirits

Proposed Location: 632 A,gua Fria St

In the City of: Santa Fe, New Mexico

Summarize your comment or concerns, attach addition pages if necessary:

This is not a proper location for a business that will require deliveris, The only acces
from Agua Fria Street is a one way St. Romero St. Very small acces with residential
homes directly off curb side with overhanging vegetation (trees etc) Creating acces
to the poperty 632 Agua Fria very diificult. After such delieries ar made the exit to l
leace the property is a right turn back on to one way Romero St which allows on
street parking for residents. After traveling sount on Romero St. a right turn is
regiured onto Manhatten St.This is also a small residential St. with resident on

Your Name: Patricio C. Larragoite Date: 25 May 2021

Your Street Address: 812 Cleveland St.

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 505 780-0484 E-mail: larrdental@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] Re: 632 Agua Fria St; Public Comment Form
Date: Tuesday, May 25, 2021 2:27:00 PM
Attachments: [632 Agua Fria Public Comment Form revised 2 8 2021.pdf](#)

From: Patricio C Larragoite <larrdental@gmail.com>
Sent: Tuesday, May 25, 2021 2:16 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: rdvillarreal@santafenm.gov; silindell@santafenm.gov; mayor@santafenm.gov
Subject: [EXT] Re: 632 Agua Fria St; Public Comment Form

Attached is my form for RLD. The concerns are self explanatory The application to RLD and any city permits should be denied.

Kind regards,

Patricio Larragoite

From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: [EXT] Public Comment Form & Supporting Document: Susan's Fine Wines & Spirits Liquor License
Date: Thursday, May 27, 2021 4:44:11 PM
Attachments: [Susans Fine Wines.ltr.pdf](#)

From: Perry Andrews <pcaiii@aol.com>
Sent: Thursday, May 27, 2021 2:44 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: silindell@santafenm.gov; rdvillarreal@santafenm.gov; jerryrich4@gmail.com; donnadancer@cs.com
Subject: [EXT] Public Comment Form & Supporting Document: Susan's Fine Wines & Spirits Liquor License

Good afternoon, Marlene...

Please find the attached PDF containing my completed NMRLD PUBLIC COMMENT Form & a more detailed supporting letter, regarding the pending Liquor License Application for Susan's Fine Wines & Spirits at their new location at 632 Agua Fria Street, Santa Fe, NM. Should you require additional information, please don't hesitate to reach out to me.

Thank you for your consideration.

Best...

Perry Andrews
pcaiii@aol.com
610-914-0107

Sent from my iPhone



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wines & Spirits
Proposed Location: 632 Agua Fria Street
In the City of: Santa Fe, NM 87501

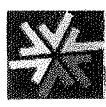
Summarize your comment or concerns, attach addition pages if necessary:

Please see my attached 3-page letter.
In summary, the approval of the liquor license
at the requested location within the Historic
Guadalupe District residential neighborhood will
result in increased traffic-flow, adversely affecting the
neighborhood and present an increased danger to and
decreased health & welfare of the residents of the
Historic Guadalupe District community.

Your Name: Perry C. Andrews III Date: 5/27/2021
mailing address -
Your Street Address: PO Box 2183 (Street address is 228 DeFouri St.)
City: Santa Fe State: NM Zip: 87504-2183

How may we contact you?
Phone: 610-914-0107 (cell) E-mail: pciii@aol.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



Perry C. Andrews III
PO Box 2183
Santa Fe, NM 87504-2183
(610) 914-0107
pcaiii@aol.com
(Street Address – 228 De Fouri Street)

May 27, 2021

Regulation & Licensing Department
ATTN: AGD
PO Box 25101
Santa Fe, NM 87504-5101

Dear Sir or Madam:

I am a property owner/resident who lives at 228 DeFouri Street, located within the Historic Guadalupe District. My property is neither a rental unit nor a second home. I reside there full time, having purchased the property 7 years ago, primarily because I desired to live in a residential neighborhood – a true “community” – within easy walking distance to both the Historic Plaza and Railyard areas & all that those areas have to offer.

On Sunday, May 23, approximately 60 neighbors, residents & property owners, (including myself) from within the Historic Guadalupe District in Santa Fe met in the rear parking lot of the building formerly occupied by the Museum of Encaustic Art, located at 632 Agua Fria St., Santa Fe. The purpose of this meeting was to allow for an open discussion and exchange of concerns & potential consequences among neighbors regarding the proposed move of Susan’s Fine Wines and Spirits from their current location, situated in a predominantly retail neighborhood in a strip mall at the intersection of St. Francis & Cerrillos Streets, to a predominantly residential neighborhood within the Historic Guadalupe District at 632 Agua Fria St. Owners of Susan’s Fine Wines and Spirits were present to listen to residents’ concerns & to share information regarding Susan’s move scheduled within the next week. Don Chavez, owner of the property at 632 Agua Fria that Susan’s has leased did not attend the meeting, though he was invited. City Council Representative for District 1, Signe Lindell, did attend the neighborhood meeting, which was greatly appreciated by residents in attendance.

Those neighborhood residents & property owners in attendance on May 23rd, were in total agreement that the 632 Agua Fria Street location is not a suitable location for the relocation of

Susan's Fine Wines and Spirits, primarily for the following reasons that are directly related to an increase in an already over-burdened traffic flow situation and a corresponding relationship to neighborhood residents' personal safety & welfare:

- 1) Traffic flow in both the Romero Street area to the rear of the property located at 632 Agua Fria Street and on Agua Fria Street itself (as well as the numerous side streets intersecting Agua Fria, including De Fouri, Montezuma, Closson, Dunlap & Irvine Streets) already experience significant daily traffic flow that currently presents a clear and present danger to both residents & others passing through the Guadalupe Historic District: including pedestrians, cyclists & motorists.
- 2) Any significant increase in traffic within the Guadalupe Historic District will have a detrimental effect on the neighborhood and will increase the danger to residents & property owners naturally inherent in such increase. Neighbors have been advised that daily, Susan's draws between 80-130 clients to their current establishment. That number may be an underestimation, as one resident in attendance at the neighborhood meeting held on May 23 advised that he had, on Friday, May 21, sat in the parking lot of Susan's current establishment where, during a "3-hour" period from 3:00-6:00p.m., he counted 80 patrons arriving by car & entering Susan's current place of business, located at the intersection of St. Francis & Cerrillos Streets.
- 3) Coupled with the current problem of high traffic volume within the Historic Guadalupe District is the dangerous manner in which many motorists operate their vehicles. As a neighborhood resident I witness daily the unlawful violation of excessive speed by vehicles on both Agua Fria and De Fouri Streets. In addition, from my front yard I have a unique vantage point to observe daily the dozens, if not hundreds, of motorists who fail to come to a complete stop (and in many cases fail to even slow down) at the existing 4-way stop sign at the corner of Agua Fria & De Fouri/Montezuma Streets. In addition, friends & residents who reside on or near Romero Street, recite similar stories on their narrow & confusing partial one-way streets.
- 4) An additional issue associated with increased traffic flow on both Agua Fria & De Fouri/Montezuma Streets is the increased danger for parishioners of Our Lady of Guadalupe Church, situated at the corner of the aforementioned streets. The Church currently holds 11 masses per week as well as regular confession times and frequent social events, weddings & funerals. The church also sponsors an after-school day-care for parish children. Many parishioners utilize on-street parking on both De Fouri & Montezuma Streets, as well as the Church-owned parking lot directly across Agua Fria Street from the main Church entrance. Parking in any of these sites requires

parishioners, many of whom are the elderly and children, to cross either Agua Fria or De Fouri coming to & going from the Church. Increased traffic flow in the neighborhood increases the potential for increased personal injury or even death.

- 5) Increased traffic flow also brings to the neighborhood an increased threat to young people who utilize the services offered by The Carlos Ortega Teen Center. The Center, located within the Historic District at 737 Agua Fria Street, serves teens, age 12-18. The Center's website indicates that they serve over 50 teens in their After School Program and over 150 teens in their Summer Youth Program.

For the reasons cited above and others, I would urge both City & State authorities to reject the Liquor License request made by Susan's Fine Wines & Spirits at the proposed location of 632 Agua Fria Street within the City Santa Fe's Historic Guadalupe District. The property that Susan's has leased for their business enterprise is ill-suited for easy and safe ingress & egress to/from the property, with a high probability for increased accidents, as well as potential damage to residents' property. Existing traffic-flow problems throughout our neighborhood can't help but be dangerously exacerbated by any business operation that sees 80 patrons walk through their doors during a 3-hour period on any given day, not to mention the increase in traffic from vans & larger trucks making daily deliveries to Susan's; deliveries that will be made via narrow residential streets already over-burdened with heavy & sometimes confusing traffic patterns, on-street parking, speeding motorists and narrow sidewalks that already force pedestrians into the streets to avoid oncoming pedestrians and trash & recycling bins. Please help us retain the safety & welfare of our neighborhood residents & property owners. Thank you for your consideration in this matter.

Sincerely,



Perry C. Andrews III



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/abc

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine & Spirits, Inc.

Proposed Location: 632 Agua Fria

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

This is a written objection to moving Susan's Fine Wine and Spirits
to 631 Agua Fria and having Romero Street the only access to this
business.

Please see attached for more details

Your Name: Gonzalo & Margaret Correa Date: 5/15/2021

Your Street Address: 130 Romero Street

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 831 801-6856 E-mail: zalocorrea@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

Director, Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, New Mexico 87504
(505) 476-4875

Please consider this a written objection to moving Susan's Fine Wine and Spirits to 632 Agua Fria, Santa Fe, NM. (Application #1193969)

Susan's Fine Wine and Spirits intends to use Romero Street and Manhattan Street as the primary access for this location.

There are three serious issues:

1. This is a quiet residential neighborhood that includes some small businesses and galleries. A large liquor store moving from the current location on St. Francis, a business mall with adequate street access and parking, is incompatible with the proposed location in the middle of this residential neighborhood without adequate traffic access.
2. This will increase traffic, including delivery trucks, on our very narrow, poorly maintained, and already congested Romero and Manhattan residential streets. Our small residential streets can barely accommodate the traffic generated by local residents, and the few small businesses including the Ark Bookstore.
3. The north side of Romero is one way and there are no sidewalks or setbacks, but a lot of pedestrian traffic. Increasing traffic on this end of Romero also increases the opportunity for accidents and creates a significant danger to pedestrians.

This is a serious issue for local residents and visitors alike, as this will significantly impact the traffic flow through our residential neighborhood streets.

It is clear from visiting 632 Agua Fria that an entry and exit driveway on Agua Fria are possible. One driveway is closed off while the other driveway is still open. Opening the closed off driveway will allow customer traffic and delivery trucks to enter and exit via Agua Fria which already handles a larger flow of traffic and is properly maintained by the city.

Respectfully,

Gonzalo and Margaret Correa
130 Romero Street
Santa Fe, NM 87501

Email – zalocorrea@gmail.com, margecorrea@yahoo.com

LIQUOR LICENSE NOTICE

Application has been made to operate a liquor establishment at this location.

Name of Applicant: SF WINE & SPIRITS, INC 87501
Proposed License Address: 632 AGUA FRIA, SANTA FE, NM
Mailing Address of Applicant: _____

Any Person having Objection to Granting A License For This Location May Register A Written Objection With The Director, Alcohol and Gaming Division, P.O. Box 25101, Santa Fe, New Mexico 87504 • (505) 476-4875

On or before MAY 31, 2021

If a Written Objection Is Filed, The Objection Will Be Forwarded To The Appropriate Local Governing Body Which Will Hold A Public Hearing On This Application.
The Local Governing Body Must Publish Notice Of The Date, Time And Place Of The Public Hearing. Protesters May Contact The Local Governing Body Directly For This Information.

It is unlawful for any person to remove or deface this notice. Violators may be punished by a maximum fine of \$300.00 or by imprisonment in the county jail for a maximum of 120 days or by both fine and imprisonment.

LOCAL GOVERNING BODY Santa Fe City Council
Date Of Posting May 11, 2021
Date Of Posting Expiration May 31, 2021
Posted By D. CASCA
Type of License DISPATCHER
Application # 1195169

From: [Sara Montgomery](#)
To: [Griego, Desirae, RLD](#)
Subject: [EXT] Re: "Susan's Fine Wines and Spirits" proposed move to 632 Agua Fria
Date: Monday, May 24, 2021 6:36:06 AM

Sara Montgomery
532 Agua Fria St
Santa Fe, NM 87501
505.716.2842
sara.montgomery@gmail.com

On Mon, May 24, 2021 at 6:32 AM Sara Montgomery <sara.montgomery@gmail.com> wrote:

I understand you have a hearing on May 24 regarding Susan's Wine & Spirits transfer of licensure. I thought you'd appreciate knowing that yesterday the owners of that business met with about 60 folks who live near the proposed address to which they'd like to move (showing courage and open mindedness on their parts to be sure) AND that the people who live within a half mile of the proposed Agua Fria address do not want this transfer to occur.

Concerns are about health and safety of the area, and while technically the schools, churches, etc may be outside the letter of the law marks, there are very real risks to health and safety related to those as well. The owner, Don Chavez, has 'rooked' Susan's into a five year lease telling them he would not spend money to open the driveways that provide access from Agua Fria St. but that they can let their 100+ car-driving customers each day (plus their liquor delivery trucks) use the Romero St. back entrance. This is a terrible hazard for residents, pedestrians, etc.

Also, somehow the city and state offices have forgotten that right across Agua Fria is a sheltered living situation for folks with special needs. The increase in traffic, some of which will no doubt be under the influence, poses a great danger to special needs people.

Thank you for considering my email,
Sara Montgomery



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trojita, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine + Spirits
Proposed Location: 632 Agua Fria
In the City of: Santa Fe, NM

Summarize your comment or concerns, attach addition pages if necessary:

My wife and I share concerns with many other Historic Guadalupe Neighborhood residents potentially affected by the proposed new location of Susan's Fine Wine and Spirits. Because the owner of the building to be leased to Susan's has installed an iron gate to block entrances to the parking lot from Agua Fria, all of the traffic of Susan's clientele will necessarily have to use Romero St. At its intersection with Agua Fria, Romero St. is an extremely narrow one-way without a sidewalk; while the remainder of the street is two-way, residential parking is permitted on its western side, which creates a de facto narrowing of the street sufficient to necessitate drivers to wait until a car passes before they can proceed themselves. We have seen no empirical evidence regarding how much traffic on Romero will increase, which has the potential to affect the safety of all nearby residents as well as pedestrians who use the street periodically (e.g., visiting the nearby Farmer's Market). As such, we urge the NM Regulation & Licensing Department to conduct a statistically valid study of the potential impact on traffic volume on Romero St. before granting final approval of a new license for Susan's. Unless the proposed business's parking entrance from Agua Fria is re-opened (the simplest remedy), it is hard to imagine how this new business will not adversely effect the well-being of the neighborhood's local residents and other citizens. Safety must invariably be the first order of business in any approval process.

Your Name: Dr. Sharon Johnson + Larry J. Wilson Date: May 25, 2021
Your Street Address: 132 Romero St., #16
City: Santa Fe State: NM Zip: 87501
How may we contact you?
Phone: 505-838-3321 (Johnson) E-mail: sjohnson@mica.edu
521-244-4857 (Wilson) E-mail: twystef8@hotmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2011



From: [Romero, Marlene, RLD](#)
To: [Griego, Desirae, RLD](#)
Subject: FW: Susan's Fine Wine & Spirits - Public Comment
Date: Thursday, May 27, 2021 12:42:11 PM

From: I. M. Twystof8 <Twystof8@hotmail.com>
Sent: Thursday, May 27, 2021 12:35 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: Sharon Johnson <sjohnson@mica.edu>
Subject: [EXT] Susan's Fine Wine & Spirits - Public Comment

Ms. Romero, please find attached a copy of our public comment regarding the relocation of Susan's Wine to 632 Agua Fria.

Please excuse the misspelling of Agua Fria on our form -- Apple autocorrected the spelling and we didn't catch it until we superimposed our comments on your form.

Sharon Johnson
Larry Wilson

From: T Duggan
To: Griego, Desirae, RLD
Subject: [EXT] Susan's Fine wine and Spirits
Date: Monday, May 24, 2021 3:14:54 PM

Dear Ms. Griego,

Earlier this afternoon, I listened to the application for a liquor license transfer of Susan's Fine wine and Spirits. I live at 704 Agua Fria St., a condo complex next door to their proposed new location. At first, I was happy to hear that we would soon have good neighbors next door. I am concerned about a couple of issues, though.

- Their application states that the use of the business is for a lounge and package store and that they would sell individual servings of liquor in addition to larger packages. The site's zoning would allow for there to be a bar on site. Those facts, coupled with the desire of the proposed occupants to be open-ended about the hours of operation, make me VERY concerned that the place would turn into a bar that is open late into the night. This is primarily a residential neighborhood, and would not be suitable to such activity. **I propose that if the permit is issued, that the facility NOT be allowed to become a bar/lounge.**
- Access is clearly an issue. The Romero St. residents were very clear about that topic. Other than that, there is presently only one driveway off Agua Fria St. that could be used. I understand that that driveway has some serious drainage issues. **I suggest that a right-of-way be obtained for use of the driveway east of the Downtown Day Spa located at 624 Agua Fria St.** That property is also owned by Donald Chavez. **I propose that if the permit is issued, primary access should be that location.**

Thank you very much for considering these concerns/suggestions.

Sincerely,

Toni J. Duggan, 505-331-3961



PUBLIC COMMENT

We welcome public comments, either written or recorded, regarding proposed applications. If you feel the project of this project is not in the best interest of the community, please provide all names of commenters. If you are in support of building the project, please provide all names of commenters.

Proposed Location: South of Hwy 101

In the City of: San Diego, CA

Comments: Additional traffic would add congestion to an already busy street and it would further impact the local environment.

Additional traffic would add congestion to an already busy street and it would further impact the local environment.

Additional traffic would add congestion to an already busy street and it would further impact the local environment.

Additional traffic would add congestion to an already busy street and it would further impact the local environment.

Your Name: Anthony G. Linn

Your Street Address: 1520 Orange St, # 16

City: San Diego, CA

How may we contact you? Phone: 619-441-1111

Name: Anthony G. Linn

This map without your comments or concerns is being filed with the SDG&D Commission. If you have any comments or concerns, please contact the Planning Department at (619) 441-1111 or visit our website at www.sandiego.gov/planning.

Public Comment Form (Rev. 1/11) | For More Information, Visit www.sandiego.gov/planning

Sent from my iPhone

May 24, 2021.

RECEIVED

JUN 01 2021

ALCOHOL AND GAMING ALCOHOLIC BEVERAGE CONTROL
PO Box 25101
SANTA FE, New Mexico 87504

RE: SANTA FE WINE & SPIRITS, INC.
PROPOSED ADDRESS:
632 ALBUQUERQUE STREET
SANTA FE, N.M.

THIS LETTER IS IN OPPOSITION TO THE PROPOSAL SET BEFORE THE ALCOHOL AND GAMING DIVISION BY SANTA FE WINE AND SPIRITS TO OPERATE A LIQUOR ESTABLISHMENT IN THE OLD ENCAUSTIC MUSEUM BUILDING ON ALBUQUERQUE STREET. HERE ARE MY CONCERNS:

- (1) THE LOCATION OF FAMILIES AND RESIDENTS, LIVING ON THIS UNIQUE AND HISTORIC ROMERO STREET, CANNOT ACCOMMODATE FURTHER ^{NOISE} TRAFFIC AND TRAFFIC THAT WILL ENSUE

AS THE RESULT OF A COMMERCIAL
BUSINESS THAT NECESSITATES
IN HOME SALES. WITH ENTRANCE
AND ACCESS FROM ROMERO
STREET CLOSE TO THE CORNER -
A ONE WAY.

(2)

IT IS ALREADY DIFFICULT IN
INCLEMENT WEATHER, TO ACCESS
THIS STREET BECAUSE OF THE
NARROW ACCESS. DELIVERY
TRUCKS, AND LARGE VEHICLES
CANNOT ALWAYS MANEUVER
THIS CORNER, AT TIMES BREAKING
OUT CAUSING AN INTERRUPTION
IN TRAFFIC - AS WELL AS
INVITING AN "ACCIDENT TO HAPPEN"
AS PEOPLE WILL - AND HAVE DONE -
WALKED DOWN THE STREET -
ONE WAY - THE WRONG WAY.

(3)

IT IS ALARMING THAT THE
PRESERVATION OF THE "NEIGHBORHOOD"
IS SHRINKING AND THAT WITH OTHER
CHOICES FOR BUSINESSES - THAT THIS
IS THE CHOSEN PLACE. I AM A
NEIGHBOR OF BUSINESSES AND NOT A
BUSINESS

RECEIVED

JUN 01 2021

who ~~have~~ has been positively ~~ALCOHOLIC BEVERAGE~~ ~~CONTROL~~ ~~here~~ ~~CONTROL~~ by their presence here. This "Romero Street Corner"

I have welcomed them - they have welcomed me. A GOOD PLACE TO BE!

I ASK THE ALCOHOL AND GAMING DIVISION THE CITY COUNCIL AND OTHER COUNCILS INVOLVE TO CONSIDER THE QUESTIONS:

① How will a LARGE Wine AND Spirit located at THE PROPOSED SITE SERVE THE RESIDENTS - families SINGLE'S. Whatever... HOW CAN THEY BECOME A NEIGHBOR?

② HOW CAN THE WINE AND Spirit, Inc. GUARANTEE THAT their introduction of Business WILL NOT negatively impact a RESIDENTIAL community striving to maintain what part of THE OLD NEIGHBOR TRADITION? PLEASE DO NOT IGNORE OUR REQUESTS.

PLEASE, say NO.

Respectfully,
Renny Simone, Resident
138 1/2 Romero Street.
SECOND OWNER of
"Aunt Jennie Romero's"
HOUSE.

Thank you!

You have the greatest opportunity
to preserve a tradition of
neighborhood, to foster the
protection of residents by making
good decisions that will benefit
all of us - and I thank you
for your sincere efforts.

Amey.

RECEIVED

Donna Gomial
759 West Manhattan Avenue, Apt. 3
Santa Fe, NM 87501
email: Dsgomial@aol.com

May 28, 2021

Director
Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, NM
87504

RECEIVED

JUN 01 2021

*ALCOHOLIC BEVERAGE
CONTROL*

Sent registered mail, return receipt requested

Subject: Dispenser License Application # 1193969

Dear Madam/Sir:

This letter constitutes my formal objection to the issuance of the above-referenced liquor license, posted to Susan's Wine and Liquor at 632 Agua Fria, Santa Fe, NM, 87501.

Please advise me as to any necessary actions I may need to take in order to ensure that I have an opportunity to have my objections heard and considered in a public forum and before whatever governmental entity or entities have authority over decisions with respect to this license application.

Yours sincerely,

Donna Gomial

Donna Gomial

cc: Mayor Alan Webber
Councillor Signe Lindell



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

JUN 01 2021

ALCOHOLIC BEVERAGE
CONTROL

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Santa Fe Wine and Spirits, Inc., Application #1193969

Proposed Location: 632 Agua Fria Street

In the City of: Santa Fe, New Mexico 87501

Summarize your comment or concerns, attach addition pages if necessary:

There is a major issue concerning public health and safety involving vehicular access to the proposed relocation of this Dispenser's License.

Although the new location will be at 632 Agua Fria Street, the vehicular access to the business will not be to and from Agua Fria Street as is quite possible through the two existing driveways on either side of the building, but, instead, will be to and from Romero Street in the Guadalupe Historic District. This will unfortunately cause significant, dangerous and severe negative impacts to the already overburdened traffic currently using Romero Street, West Manhattan Avenue, Alarid Street and Juanita Street.

Please see the attached Supplement to the Public Comment Form, Exhibit 1.

Your Name: Daniel Cleavinger Date: May 26, 2021

Your Street Address: 819 W Manhattan Ave.

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 505-609-0250 E-mail: dancleavinger@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-3101. Revised 2/8/2021



05/26/21

From Daniel Cleavinger, 819 West Manhattan Ave., Santa Fe, NM 87501. 505-609-0250.

WRITTEN OBJECTION TO APPLICATION # 1193969

Supplement to Public Comment Form, NM Regulation and Licensing Department

RE: Application of Santa Fe Wine and Spirits, Inc., (aka Susan's Fine Wine and Spirits), Lessee, to relocate its Dispenser License to 632 Agua Fria Street, Santa Fe, New Mexico 87501, Application # 1193969.

PROBLEM: UNNECESSARY NEW TRAFFIC IN THE GUADALUPE HISTORIC NEIGHBORHOOD

There is a major issue regarding public health and safety which must be addressed regarding Susan's application to the Department to relocate its Dispenser License.

The issue is the proposed use of the separate, vacant lot located between 112 and 124 Romero Street as the vehicular ingress and egress to Susan's new location at 632 Agua Fria. The lot is owned by the same individual, Don Chavez, lessor, as the commercial building at 632 Agua Fria and shares a lot line with that building. This proposed use of Romero Street substitutes for the pre-existing two driveways, with commercial curb cuts, now located on both sides of the commercial building which have long been used for vehicular access to and from Agua Fria.

Don Chavez has deliberately blocked the eastside driveway with a locked gate. This blockage by Mr. Chavez will now force most or all the vehicular traffic entering and exiting Susan's to use Romero Street, West Manhattan Avenue, and either Alarid Street or Juanita Street, to enter and/or exit the area (connecting to Paseo de Peralta, St. Francis Ave. or Agua Fria).

There are more than One Hundred Fifty (150) buildings located on these already narrow and congested streets in the Guadalupe Historical District which will be severely and dangerously impacted by this new and unnecessary traffic burden of several hundred extra daily visits by Susan's customer and delivery vehicles. The affected area is also immediately adjacent to the Railyard. Many pedestrians also use these streets.

SOLUTION: RESTORE THE BLOCKED EASTSIDE DRIVEWAY ON AGUA FRIA

All that is required to resolve this public health and safety issue is for Don Chavez, lessor, to restore the pre-existing eastside driveway to its former use, thereby providing Susan's with easy and safe vehicular entry AND exit directly to and from Agua Fria. This simple fix would obviate the dangerous traffic burden on the historic district streets and would enhance Susan's business. The back lot could then be used as parking for Susan's and its existing gate would be locked to traffic to and from Romero Street.

Thank you for your attention to this matter, Daniel Cleavinger

	Initials	Date
Prepared By		
Approved By		

RECEIVED

May 27, 2021

JUN 01 2021

Dear Director, ALCOHOLIC BEVERAGE
CONTROL,

I voice opposition to Santa Fe Wine
and Spirits moving to 633 Ave. Fria

- 1) It is in the historic neighborhood
area.
- 2) Residential Areas.
- 3) Traffic nightmare on
Rowles Street and
Manhattan Ave.
- 4) To many problems
with Gambling, Tracts, Street people
Etc.

Yours truly

Benjamin W. King



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

JUN 01 2021

STATE OF NEW MEXICO
MICHELLE LUIAN GIBSHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

ALCOHOLIC BEVERAGE
COMPLAINT REPORT

The RLD Alcoholic Beverage Control Division works closely with the Special Investigations Unit (SIU) of the State of New Mexico Department of Public Safety to enforce the provisions of the Liquor Control Act. Violations by liquor license holders can result in fines and/or suspension of the license. Three violations within a 12-month period can result in revocation of a liquor license.

Please help us by reporting when you observe a licensed liquor establishment or its employees violating state law or failing in their obligations to the community. In filing a complaint, it is important that you provide us with as much information as possible, so that SIU Investigators will be able to pursue your complaint. Thank you for your assistance.

Your Name: GEORGE A. AVNE Date: MAY 27, 2021

Your Street Address: 743 W. MANHATTAN C

City: SANTA FE State: N.M. Zip: 87501

How may we contact you?

Phone: 315-440-4454 E-mail: gavne@yahoo.com

The Agent assigned to investigate may phone or email, should they have any questions. We will respect your confidentiality, if you wish to remain anonymous, initial here: _____

Document the Establishment/Liquor License Holder and your Comment or Complaint below:

Business Name: SUSAN'S FINE WINE & SPIRITS

Address or Location: 637 AGUA FRIA SANTA FE, N.M. 87501

Type of Business: (check all that apply) SUN-Licensed Licensed, No. _____

Bar Restaurant Package Goods Retailer Other: _____

Provide the date, time, individuals involved and events of the incident below, use additional pages if necessary.

1. This complaint regards the proposed plan for the above shop as to its use of Alacid, Moskalan and Romero streets for use of its customers. I protest and strongly disagree with this plan. These streets are designed for residential use only and not for commercial use.

NMSA §60-7A-20. False Complaints: misdemeanor states: Any person who lodges or intentionally causes or conspires to cause a complaint to be lodged knowing the complaint to be unfounded in actual fact, he [sic] shall, upon conviction thereof, be guilty of a misdemeanor. OVER

You may submit your Comments or Complaints by email, fax to: 505-476-4595 or mail this form to ABC-Complaints PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



As it is, each side of the stop has lanes for use by customers and delivery vehicles.

I strongly disagree also for a beer and wine shop in our neighborhood that would attract customers in their potential excessive drinking of alcoholic beverages.



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

JUN 01 2021

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

ALCOHOLIC BEVERAGE
PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wines & Liquor
Proposed Location: 632 Aqua Fria St.
In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

My concerns are twofold. (1) First, the volume of traffic this business will bring to a residential neighborhood.

(2) The proposed entrance on Romero is unacceptable for any business. The beginning of Romero off Aqua Fria is an alley - the last pedestrian thoroughfare for people going to the Rail yard.

Your Name: Dawna Haley Date: 5/28/21

Your Street Address: 713 Aqua Fria St.

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 404-883-1924 E-mail: haley.dawna@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101.

Revised 2/8/2021





NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED
STATE OF NEW MEXICO
MICHELLE LUIJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director
JUN 01 2021

PUBLIC COMMENT ALCOHOLIC BEVERAGE CONTROL

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine and Spirits, Inc.

Proposed Location: 632 Agua Fria St.

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:
Please see attached Protest Letter

Your Name: Donald Whitney Johnson Date: May 27, 2021

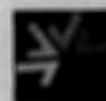
Your Street Address: 126 Romero St.

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: (505) 243-5414 E-mail: whitlawyer@aol.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



May 27, 2021

Regulation and Licensing Department
Alcoholic Beverage Control Division
Attention: Director of Alcohol and Gaming
P.O. Box 25101
Santa Fe, NM 87504

Please accept this objection to the application to transfer the liquor license of SF Wine & Spirits, Inc. to 632 Agua Fria St., Santa Fe, NM 87501.

I have owned the house at 126 Romero St. since 1981. My house is two houses south of the planned ingress and egress access for the proposed transfer location of the liquor license of SF Wine & Spirits, Inc. Although the applicant has failed to identify the proposed traffic access points, either at the community meeting on May 23, or at the telephonic preliminary hearing with your office on May 24, it is very clear that the applicant plans to have ALL traffic, including retail purchasers, wholesale delivery vans and trucks, and commercial service vehicles, enter and exit at the southeast end of the parking lot at Romero St. The applicant has already advertised this entrance as the parking access on their website, and the property owner has stated that no access will be allowed through either of the parking lot driveways leading directly to Agua Fria St.

I have read the written comments submitted on May 24, 2021, by Mr. Jerry Richardson on behalf of the Westside Historic Guadalupe Neighborhood Association and I believe that his remarks are accurate and important to understanding the health and safety issues, especially the serious vehicular traffic hazards. Applicant plans to use the very narrow and congested residential streets, Romero St., West Manhattan St., and Alarid St. as ingress and egress routes approximately 1/4 to 1/2 miles through a historic residential neighborhood. Applicant has available two EXISTING 20' wide driveways directly adjacent to the building on the proposed location connecting the parking lot DIRECTLY to Agua Fria St., a commercial street. Traffic safety issues on Agua Fria St. could be addressed through traffic control measures.

In order to save time and space for everyone, I request that Mr. Richardson's written comments be incorporated in this letter. I have these additional comments on the traffic safety issues. Romero St. and West Manhattan St. have a very large amount of pedestrian traffic, especially during the late afternoon and early evening each day, and on Saturday all day and all evening. It is important to note that these pedestrian high use times correspond directly with the highest volume sales times and thus highest traffic volume times of the applicant's sales operations. The weekday pedestrian traffic is primarily residents, friends and family, and pets. Friday and weekend pedestrian traffic is particularly large due to Romero St. and West Manhattan being two of the main pedestrian accesses from the west to the Railyard and Farmer's Market and all of the public

events and businesses associated with these venues. Pedestrians on these two streets, and on all other streets in this historic neighborhood, routinely walk **IN THE STREETS** because the sidewalks are often too narrow, obstructed, or non-existent for secure and safe passage by strollers, seniors needing level footing, pets on leash, etc. This is already a safety problem due to the neighborhood's large population density, widespread lack of off-street parking, and proximity to the Railyard District.

As a point of reference, on Friday, May 21, 2021, I counted the number of cars delivering persons to Susan's Fine Wines and Spirits at its present location. During the period from 3:00 pm until 6:00 pm there were 80 vehicles. Because each auto both enters and exits, this would translate to an additional 160 vehicles in three hours passing on Romero St. All of those vehicles would exit on West Manhattan, and most would probably also enter on West Manhattan, due to the very difficult and dangerous turn from Agua Fria onto Romero St. This was a rainy Friday with no special public events or associated holidays. During the Summer and Fall, or near any holiday, the traffic count would be significantly higher. This does not include any delivery vehicles, trash removal trucks, or commercial repair and service vehicles serving the premises.

In addition to the hazards posed by retail purchaser traffic, the difficulties and dangers of maneuvering delivery vans and large beer delivery vehicles through the neighborhood streets would be substantial, and regardless of the instructions or intentions of the applicant, the vehicle delivery decisions will ultimately be made by the delivering supplier.

The determination of the vehicular access routes to the applicant dispenser's parking lot has been a financial business decision by the property owner and the applicant. They have made the decision to attempt to create an increased traffic safety and neighborhood health burden on the residential neighborhood residents in order to avoid the financial expense of renovating and using their existing commercial accesses.

I request that the transfer application be denied unless it is conditioned on the requirements that the parking lot access to Romero St. be securely closed to all vehicular customer, wholesale delivery, and commercial service traffic, and that applicant be prohibited from advertising access to the establishment through the Romero St. parking lot address.

Thank you for your consideration of this objection to the application to transfer this liquor license to 632 Agua Fria Street.

Donald Whitney Johnson
126 Romero St.
Santa Fe, NM 87501
(505) 243-5414



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

MAY 28 2021

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

ALCOHOLIC BEVERAGE
CONTROL
PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Suzanne's

Proposed Location: Off of Romero and Agua Fria streets

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

The property is zoned commercial, but a liquor store, with its traffic, is ill-suited for this site. The entrance to Romero off of Agua Fria is extremely narrow and the road is too poorly constructed to take heavier traffic. Entering from Manhattan Avenue is no better. Manhattan is in poor shape and in need to extensive repair. So is Alarid. These streets are also narrow and residential and not suited to additional traffic and deliveries to a liquor store.

There are potential entrances and exits off of Agua Fria, but they will be disruptive to traffic on Agua Fria, a major route into and out of downtown.

In summary, we oppose the approval of a liquor store for this site.

Your Name: Dan Nickelson Date: May 26, 2021

Your Street Address: 811 West Manhattan

City: Santa Fe State: New Mexico Zip: 87501

How may we contact you?

Phone: 202 251-5533 E-mail: dnickelson921@comcast.net

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021





NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

MAY 28 2021

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

**ALCOHOLIC BEVERAGE
CONTROL
PUBLIC COMMENT**

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine & Spirits
Proposed Location: Agua Fria Street
In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:
The historic neighborhood surrounding the proposed location is primarily residential and characterized by small older dwellings, long-term and congenial neighbors, narrow and on-way streets, and regular foot traffic both of locals and tourists. The lack of direct access to the proposed liquor store on the busy, narrow Agua Fria St. is a major concern as the business will inevitably attract extensive foot and car traffic down the narrow and dangerous, one-way Romero St. where making the sharp turn off of Agua Fria is hazardous even for compact cars. The quiet residential area on adjoining portion of Romero St. and Manhattan cannot support or welcome the anticipated 100+ cars per day plus large delivery trucks that are anticipated to pass by on route to or from the liquor store. From every angle, the proposed location of this alcohol distribution business is inappropriate and threatening to the stability and safety of the neighborhood. Please deny the license and encourage to business to find a more accessible and safe location!

Your Name: Bettina Raphael Date: May 25, 2021
Your Street Address: 611 Cortez Street
City: Santa Fe State: NM Zip: 87505
How may we contact you?
Phone: _____ E-mail: bettinaraphael@msn.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021





NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LILIAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wines & Liquor
Proposed Location: 437 Aqua Fria St.
In the City of: Santa Fe

Summarize your comment or concerns, attach additional pages if necessary:

My concerns are twofold. (First), the volume of traffic this business will bring to a residential neighborhood.

(2) The proposed entrance on Romero is unacceptable for any business. The beginning of Romero off Aqua Fria is an alley - the last pedestrian thoroughfare for people going to the Rail yard.

Your Name: Dawna Haley Date: 5/28/21

Your Street Address: 713 Aqua Fria St.

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 404-883-1924 E-mail: haley.dawna@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/6/2021





NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LILIAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine and Spirits, Inc.

Proposed Location: 632 Agua Fria St.

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:
Please see attached Protest Letter

Your Name: Donald Whitney Johnson Date: May 27, 2021

Your Street Address: 126 Romero St.

City: Santa Fe State: NM Zip: 87501

How may we contact you?
Phone: (505) 243-5414 E-mail: whitlawyer@aol.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101.

Revised 2/8/2021



FORM - REGULATION & LICENSING DEPARTMENT

May 27, 2021

Regulation and Licensing Department
Alcoholic Beverage Control Division
Attention: Director of Alcohol and Gaming
P.O. Box 25101
Santa Fe, NM 87504

Please accept this objection to the application to transfer the liquor license of SF Wine & Spirits, Inc. to 632 Agua Fria St., Santa Fe, NM 87501.

I have owned the house at 126 Romero St since 1981. My house is two houses south of the planned ingress and egress access for the proposed transfer location of the liquor license of SF Wine & Spirits, Inc. Although the applicant has failed to identify the proposed traffic access points, either at the community meeting on May 23, or at the telephonic preliminary hearing with your office on May 24, it is very clear that the applicant plans to have ALL traffic, including retail purchasers, wholesale delivery vans and trucks, and commercial service vehicles, enter and exit at the southeast end of the parking lot at Romero St. The applicant has already advertised this entrance as the parking access on their website, and the property owner has stated that no access will be allowed through either of the parking lot driveways leading directly to Agua Fria St.

I have read the written comments submitted on May 24, 2021, by Mr. Jerry Richardson on behalf of the Westside Historic Guadalupe Neighborhood Association and I believe that his remarks are accurate and important to understanding the health and safety issues, especially the serious vehicular traffic hazards. Applicant plans to use the very narrow and congested residential streets, Romero St., West Manhattan St., and Alarid St. as ingress and egress routes approximately 1/4 to 1/2 miles through a historic residential neighborhood. Applicant has available two EXISTING 20' wide driveways directly adjacent to the building on the proposed location connecting the parking lot DIRECTLY to Agua Fria St., a commercial street. Traffic safety issues on Agua Fria St. could be addressed through traffic control measures.

In order to save time and space for everyone, I request that Mr. Richardson's written comments be incorporated in this letter. I have these additional comments on the traffic safety issues. Romero St and West Manhattan St. have a very large amount of pedestrian traffic, especially during the late afternoon and early evening each day, and on Saturday all day and all evening. It is important to note that these pedestrian high use times correspond directly with the highest volume sales times and thus highest traffic volume times of the applicant's sales operations. The weekday pedestrian traffic is primarily residents, friends and family, and pets. Friday and weekend pedestrian traffic is particularly large due to Romero St. and West Manhattan being two of the main pedestrian accesses from the west to the Railyard and Farmer's Market and all of the public

events and businesses associated with these venues. Pedestrians on these two streets, and on all other streets in this historic neighborhood, routinely walk IN THE STREETS because the sidewalks are often too narrow, obstructed, or non-existent for secure and safe passage by strollers, seniors needing level footing, pets on leash, etc. This is already a safety problem due to the neighborhood's large population density, widespread lack of off-street parking, and proximity to the Railyard District.

As a point of reference, on Friday, May 21, 2021, I counted the number of cars delivering persons to Susan's Fine Wines and Spirits at its present location. During the period from 3:00 pm until 6:00 pm there were 80 vehicles. Because each auto both enters and exits, this would translate to an additional 160 vehicles in three hours passing on Romero St. All of those vehicles would exit on West Manhattan, and most would probably also enter on West Manhattan, due to the very difficult and dangerous turn from Agua Fria onto Romero St. This was a rainy Friday with no special public events or associated holidays. During the Summer and Fall, or near any holiday, the traffic count would be significantly higher. This does not include any delivery vehicles, trash removal trucks, or commercial repair and service vehicles serving the premises.

In addition to the hazards posed by retail purchaser traffic, the difficulties and dangers of maneuvering delivery vans and large beer delivery vehicles through the neighborhood streets would be substantial, and regardless of the instructions or intentions of the applicant, the vehicle delivery decisions will ultimately be made by the delivering supplier.

The determination of the vehicular access routes to the applicant dispenser's parking lot has been a financial business decision by the property owner and the applicant. They have made the decision to attempt to create an increased traffic safety and neighborhood health burden on the residential neighborhood residents in order to avoid the financial expense of renovating and using their existing commercial accesses.

I request that the transfer application be denied unless it is conditioned on the requirements that the parking lot access to Romero St. be securely closed to all vehicular customer, wholesale delivery, and commercial service traffic, and that applicant be prohibited from advertising access to the establishment through the Romero St. parking lot address.

Thank you for your consideration of this objection to the application to transfer this liquor license to 832 Agua Fria Street.

Donald Whitney Johnson
126 Romero St.
Santa Fe, NM 87501
(505) 243-5414



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

MAY 27 2021

STATE OF NEW MEXICO
MICHELLE LUIJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

ALCOHOLIC BEVERAGE
PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Liquor (wine) Spirits
Proposed Location: 632 Aqua Fria,
In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

I am very concerned about proposal of
Susan's Wine: Spirits moving into
the building at 632 Aqua Fria, SF.
The parking on Romero St. (from Aqua Fria)
is a very congested one way.
It is already an issue without a
business such as Susan's proposed there.

Your Name: Joan Aon Date: 5/25/21
Your Street Address: 133 Romero ST.
City: Santa Fe, State: NM Zip: 87501
How may we contact you?
Phone: 505-690-9040 E-mail: joanaon@mac.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021



App. No. 1003838 | Applicant: SF Wine & Spirits, Inc.



PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine & Spirits Inc.
 Proposed Location: 632 Agua Fria St., Santa Fe, NM 87501
 In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:
~~Santa Fe Wine & Spirits, Inc., doing business as Susan's Fine Wine and Spirits has applied to transfer the location of their Dispenser's License from their current location on St. Francis Drive and Cerrillos Roads to 632 Agua Fria St., which is within the Westside Historic Guadalupe Neighborhood, a historic neighborhood overlay district created by the City of Santa Fe to protect and preserve the character and nature of historic neighborhoods in Santa Fe. I am writing this comment and objection to the transfer as the President of the Westside Historic Guadalupe Neighborhood. It is a densely populated neighborhood which was settled in the 18th, 19th and 20th centuries, much of it before there were many automobiles, etc. Accordingly, the streets of the neighborhood are very narrow and difficult to negotiate when driving a vehicle because of the narrowness and the number of parked cars on the street. Agua Fria Street is part of the original Camino Real, or Royal Road going between Santa Fe and Mexico City during~~

*See attached
I for full text of
comment*

Your Name: Jerry Richardson Date: May 24, 2021
 Your Street Address: 703 Don Felix St.
 City: Santa Fe State: NM Zip: 87501

RECEIVED

How may we contact you?
 Phone: 505-988-5459 E-mail: jerryrich4@gmail.com

MAY 27 2021

You may submit your comments or concerns on-line through the RLD web site **CONTROL** this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101

ALCOHOLIC BEVERAGE



Attachment 1

Full comment section to objection to transfer dispenser's license of SF Wine and Spirits, Inc. to 632 Agua Fria Street.

Santa Fe Wine & Spirits, Inc., doing business as Susan's Fine Wine and Spirits has applied to transfer the location of their Dispenser's License from their current location on St. Francis Drive and Cerrillos Roads to 632 Agua Fria St., which is within the Westside Historic Guadalupe Neighborhood, a historic neighborhood overlay district created by the City of Santa Fe to protect and preserve the character and nature of historic neighborhoods in Santa Fe. I am writing this comment and objection to the transfer as the President of the Westside Historic Guadalupe Neighborhood. It is a densely populated neighborhood which was settled in the 18th, 19th and 20th centuries, much of it before there were many automobiles, etc. Accordingly, the streets of the neighborhood are very narrow and difficult to negotiate when driving a vehicle because of the narrowness and the number of parked cars on the street. Agua Fria Street is part of the original Camino Real, or Royal Road going between Santa Fe and Mexico City during Spanish Colonial times in New Mexico (1598 to 1831). It is two lanes with no parking on either side of the street. Delivery trucks may not park on Agua Fria Street to make deliveries and there is a 5 ton weight limit on trucks on this stretch of Agua Fria Street, according to signs posted on Agua Fria when one enters Agua Fria from either St. Francis Drive or from Guadalupe Street.

According to the website for Susan's Fine Wine & Spirits, under the tab about their upcoming move, they say that all access to the parking for the store will be from Romero Street, which is several doors further East down Agua Fria Street. Romero Street is only 10' 9" wide from curb to curb where it is entered from Agua Fria Street. It narrows to only 9' 9" wide just a few feet further into Romero Street. Because it is so narrow, it is a one-way street until it gets further back Romero Street to where there is an entry that leads to the parking lot behind 632 Agua Fria Street, the "subject property". Because the buildings on either side of Romero Street are built close to the street, there is not room for a sidewalk on either side and because the abutting buildings come all of the way out to the sidewalks on Agua Fria Street, vehicles turning into Romero Street are blind to pedestrians or other vehicles on Romero Street until they have entered the street. Also, vehicles making a right turn onto Romero Street from Agua Fria must cross the center line and swerve out into oncoming traffic in order to negotiate the tight turn onto Romero Street. Because there are no sidewalks on either side at this intersection and because drivers are blind to pedestrians who may be walking in the street, and because those pedestrians cannot hop onto a sidewalk to get out of the way of vehicular traffic, this creates a hazardous condition, contrary to the public health and safety of the residents of this area. I am attaching photos of Romero Street where it is entered from Agua Fria Street demonstrating the narrowness and poor visibility of this intersection.

/Users/jerryrichardson/Desktop/IMG_0926.jpeg
/Users/jerryrichardson/Desktop/IMG_0925.jpeg

To make matters worse, because all egress from the parking lot will also be back onto Romero street, all delivery trucks and customer vehicles will also need to exit back onto Romero Street. Since it is one way in from Agua Fria Street, vehicles will need to exit the historic Neighborhood

RECEIVED

MAY 27 2021

ALCOHOLIC BEVERAGE CONTROL

Transfer of Location | License No. 0156 | Owner
App. No. 1833829 | Applicant: SF Wine & Spirits, Inc.

on Romero Street, which connects to West Manhattan Street which then exits onto St. Francis Drive or they can take West Manhattan to Alarid Street, which then exits onto Paseo de Peralta. All of these streets are narrow, are congested with parked cars, and in no way can safely accommodate all of the traffic generated by delivery and customer vehicles patronizing Susan's Fine Wines & Spirits. It would severely damage the character of the historic neighborhood.

The subject property has two 20' wide access points from Agua Fria Street back to the parking in back of the property on both the East and West sides of the building. The Landlord for this property, a Mr. Don Chavez, has blocked both entries with gates and one side has been blocked by landscaping rocks and a retaining wall installed fairly recently by Mr. Chavez. Mr. Chavez has specified that all ingress and egress from the business must be from Romero Street and not from Agua Fria Street. This is a matter under his control and he can change this. If Mr. Chavez does not wish to remove the landscaping blocking access to the parking lot on the East side of his building, he also owns the property which abuts the East side of the subject property. This property also has easy access from Agua Fria Street and it abuts the parking lot for 632 Agua Fria Street at the back. Thus, he could provide access to the parking for the subject property from his other property. Thus, there would be no hardship to the Landlord or to the Applicant for an underlying condition to the granting of the transfer that all access to the parking lot be only from Agua Fria Street and that the entry and exit from Romero Street be blocked to vehicular traffic. If this condition can be attached to the Dispenser License Transfer, the Westside Historic Guadalupe Neighborhood Association would no longer object to the transfer of the Dispenser License.

RECEIVED

MAY 27 2021

*ALCOHOLIC BEVERAGE
CONTROL*



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
 PO Box 25101 • Santa Fe, New Mexico 87504-5101
 (505) 476-4872 • Fax (505) 476-4395 • www.abc.state.nm.us/abc

MAY 27 2021

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine & Spirits, Inc.
 Proposed Location: 632 Agua Fria
 In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

This is a written objection to moving Susan's Fine Wine and Spirits to 631 Agua Fria and having Romero Street the only access to this business.

Please see attached for more details

Your Name: Hillary Vermont & Pascal Frumentin Date: 5/15/2021

Your Street Address: Romero Street

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: X E-mail: hillaryvermont@hotmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101. *

Applicant: SF Wine & Spirits, Inc.
 App. No. 1828383 | Applicant: SF Wine & Spirits, Inc.
 Date: 5/15/2021

Director, Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, New Mexico 87504
(505) 476-4875

RECEIVED

MAY 27 2021

Please consider this a written objection to moving Susan's Fine Wine and Spirits to 632 Agua Fria, Santa Fe, NM. (Application #)

ALCOHOLIC BEVERAGE
CONTROL

Susan's intends to use Romero Street as the primary access for this location.

There are three serious issues:

1. This is a quiet residential neighborhood that includes some small businesses and galleries. A large liquor store moving from the current location on St. Francis, a business mall with adequate street access and parking, is incompatible with the proposed location in the middle of this residential neighborhood without adequate traffic access.
2. This will increase traffic, including delivery trucks, on our very narrow, poorly maintained, and already congested Romero and Manhattan residential streets. Our small residential streets can barely accommodate the traffic generated by local residents, and the few small businesses including the Ark Bookstore.
3. The north side of Romero is one way and there are no sidewalks or setbacks, but a lot of pedestrian traffic. Increasing traffic on this end of Romero also increases the opportunity for accidents and creates a significant danger to pedestrians.

This is a serious issue for local residents and visitors alike, as this will significantly impact the traffic flow through our neighborhood.

*There has to be a better location for this business, that is not in the middle of a quiet but already congested neighborhood like Historic Guadalupe.

Respectfully,

Hildary Vermont &
Pascal Fromentin
127 Romero

P.S. In the 25 years we have lived here, Romero street has NEVER been paved ONCE. It is a tapestry of torn up/holed street. More traffic will make it worse. Plus, we already have 1000 DRUNKS on this street. We don't need more noise from them or delivery trucks.



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4873 • Fax (505) 476-4195 • www.ald.state.nm.us/abc

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine & Spirits
Proposed Location: 632 Agua Fria Street
In the City of: Santa Fe

Summarize your comment or concerns, attach additional pages if necessary:

See attached

RECEIVED

MAY 25 2021

ALCOHOLIC BEVERAGE
CONTROL

Your Name: Christopher Baker Date: 5/14/21
Your Street Address: 702 Agua Fria Street (owner)
City: Santa Fe State: NM Zip: 87506

How may we contact you?

Phone: 505 308 9960 E-mail: cbakerparis@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

I am in favor of welcoming Susan's Fine Wine and Spirits to 632 Agua Fria Street.

1. It is clearly a quality business, in terms of product, staff and management.
2. It is locally owned,
3. It is woman owned and managed,
4. It would bring a permanent year-round activity to a street which can be quiet in the winter,
5. It provides its goods and services to permanent residents and businesses in Santa Fe,
6. It is not a short term rental,
7. The building is well suited, and the parking sufficient,
8. It would be convenient for neighborhood residents who appreciate fine spirits
9. I would anticipate low to mid-level foot and vehicular traffic, consistent with the neighborhood, contributing but not overwhelming.
10. While in theory it would be nice to have some restaurants return to Agua Fria Street, this business strikes me as producing less noise and smell and still providing a good balance of commerciality, niche class and low impact.

I have raised some concerns in discussion with Eva Moldovanyi who I understand to be the general manager of the applicant and have been informed:

11. On the safety front, I was concerned that this type of business might attract undesirable activities and transient public intoxication. I was advised that:
 - a. their business has not in the past been prone to break ins
 - b. that their product mix does not target inexpensive sales for immediate consumption
 - c. that there have been no undesirable side effects at their present location
12. On the traffic front, I understand that all vehicular traffic will enter and exit the parking through Romero Street and thus should not materially affect the traffic on Agua Fria Street, other than turn ins and turn offs at Romero Street.

Consequently, on balance, I am of the view that Susan's Fine Wine and Spirits would be a welcome new presence in the neighborhood. In the ideal world, they would become an institution in a classical Santa Fe building, in the heart of the Guadalupe District.

RECEIVED

MAY 25 2021

ALCOHOLIC BEVERAGE
CONTROL

May 18, 2021

Director Alcohol and Gaming Division
PO Box 25101
Santa Fe, NM 87504

*Subj: Susan's
Bob Mariano
Rick English
Nate Brown
Rebecca
Andred*

Good morning Director,

I am writing to you to object to the proposal to license Susan's (Santa Fe Wine and Spirits, Inc) on 632 Agua Fria. I see this as a very bad idea.

The Agua Fria address may have some technical validity, but for all practical purposes this would be a Romero Street business. The driving entrance and parking are accessed from Romero.

A liquor store in this isolated & quiet, historic, largely residential street would be completely out of character, disruptive and inappropriate.

The northern end of Romero is a narrow, one way burro alley and the remainder of the street is over-parked during the day with crumbling asphalt and already too much and hazardous traffic that must pass one car at a time.

Romero is accessed from Manhattan from St Francis. Manhattan is also in terrible surface condition and traffic going to Romero is forced to back track to exit, an essential 'dead end'. Extra traffic drawn by a liquor store will completely jam both Romero and Manhattan streets.

Please reject the proposal to license a liquor store at this location.

Thank you for your consideration.

JB

John Benziger

132 Romero Street #19
Santa Fe, NM 87501

RECEIVED

MAY 24 2021

ALCOHOLIC BEVERAGE
CONTROL

Office of Ms. Nicoletta L. Munroe
701 Dunlap St.
Santa Fe, NM 87501

To: Director, Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, NM 87504

From: Ms. Nicoletta L. Munroe
701 Dunlap St.
Santa Fe, NM 87501

Re: Application no. 1193969; dispenser license
SF Wine and Spirits, Inc.

May 21, 2021

Dear Director, State of New Mexico, Alcohol and Gaming Division,

An objection to the application no. 1193969, for SF Wine and Spirits, Inc. is filed herein.

There are issues concerning the suitability of the location for a retail wine establishment. Specifically, as a resident, a concern is noise from delivery vehicles. Additionally, the neighborhood is not suitable for a retail establishment because of narrowness of roads, especially Romero Street that is one-way.

Thank you,

N. Munroe

Ms. Nicoletta L. Munroe

RECEIVED
MAY 24 2021
ALCOHOLIC BEVERAGE
CONTROL

Alan Lewick

124 Reno St #1

Santa Fe, NM 87501

To:

Director

Alcohol & Gaming Division

Po Box 25161, Santa Fe, NM 87504

Santa Fe, N.M. 87501

Dear Director, Susan's Fire Wine & Spirits wants to
move into our neighborhood (it's old Enchanted Highway)
Reno street is already a dangerous, very narrow,
and already congested street, with heavy vehicle traffic
on top of it, it's a one way street on the north side
of Reno St, that is already not reported by a lot of
drivers, the potential for serious accidents will increase
a lot.

This will add more crime & vagrancy to the neighborhood
that typically surrounds liquor stores.

The list can soon Sir, Madam

THIS IS A VERY SERIOUS ISSUE THAT
COULD CHANGE THE FACE OF OUR NEIGHBOURHOOD
PUT MY FAMILY AT RISK AND NOW IT IS TIME TO
SPEAK UP!

I can be reached at 505 970 3551 if more support is
to this liquor licence are needed.

Regards

Wilson Gattis



RECEIVED

MAY 24 2006

ALCOHOLIC BEVERAGES
CONTROL



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 30001 • Santa Fe, New Mexico 87501
(505) 824-5273 • Fax (505) 824-5274 • www.dra.dor.state.nm.us

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine & Spirits, Inc.
Proposed Location: 632 AguaFria, Santafé, NM 87501
In the City of Santafé, N.M. 87501

Summarize your comment or concerns, attach additional pages if necessary:

Please, see attachment.

RECEIVED

MAY 17 2021

ALCOHOLIC BEVERAGE
CONTROL

Your Name: Mervin Moore, A.I.A. Date: 5.13.2021

Your Street Address: 245 Clason St

City: Santafé State: NM Zip: 87501

How may we contact you?

Phone: (915) 474-3748 email: mervinm@abctlb.al.net

You may submit your comments or concerns on-line through the RLD website, or email data form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

**ATTACHMENT: COMMENTS AND CONCERNS REGARDING LIQUOR
LICENSE AT 632 AGUA FRIA STREET**

This location is in the Guadalupe Historic District with private residences the dominant occupation. The adjacent and nearby nonresidential structures have off-street parking and little to no vehicular traffic. The former tenant in this building had little to no vehicular traffic.

First, a residential neighborhood is not the appropriate location for a liquor store. There is an appropriately-located liquor store three blocks away on St Francis Dr. A wide variety of patrons would visit a liquor store including those who are driving under the influence or walking intoxicated. There is already occasional petty crime in the neighborhood and the introduction of a liquor store may exacerbate that problem.

Second, the parking at this site would be accessed either by a blind drive onto two lane Agua Fria, a very busy street, or, from Romero Street, a narrow, one lane, one-way residential street.

THANK YOU,

Mervin Moore, AIA

RECEIVED

MAY 17 2025

**ALCOHOLIC BEVERAGE
CONTROL**



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
 PO Box 20001 • Santa Fe, New Mexico 87501
 (505) 824-6875 • Fax (505) 824-6888 • www.abc.state.nm.us

RECEIVED

PUBLIC COMMENT

MAY 17 2017

We welcome public comments, either positive or negative, regarding ~~the~~ liquor ~~sales~~ regulations. If you feel the approval of the liquor license would endanger or ~~disturb~~ disturb your community, please provide all names of concerns. If you are in support of issuing the liquor license, please document that below.

Susari's Fine Wine

Establishment/Applicant Name:

Proposed Location: 632 Agua Fria

In the City of Santa Fe, NM

Summarize your comment or concerns, attach additional pages if necessary:

I strongly object to having Susari's Fine Wine at 632 Agua Fria. We live on an already

narrow street with plenty of traffic. And I am tired of picking up trash, which includes a lot

of empty liquor containers. I don't look forward to picking up even more of them, since

the City of Santa Fe is not doing much clean-up on our street.

I also strongly object to the increased traffic due to the liquor store. There are plenty of

loud vehicles driving by at night, and I assume there will be more if there is a liquor store.

I am a customer of Susari's Fine Wine, but this isn't a good location.

Consuelo Sarnudo

Your Name:

Date:

May 13th, 2017

607 Agua Fria, #3

Your Street Address:

Santa Fe

NM

87501

City:

State:

Zip:

How may we contact you?

608 322 5622

Phone:

E-mail:

sarnudoc@tds.net

You may submit your comments or concerns on-line through the RCLD website, or mail this form to Registration & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

Special Enforcement
133 Romero St #223
Santa Fe, NM 87505

RECEIVED

MAY 11 2021

ALCOHOLIC BEVERAGE
CONTROL

Director, Alcohol and Gaming Division
PO Box 25502
Santa Fe, NM 87504

May 14, 2021

Dear Director,

I am writing to object to the liquor license application for Susari's Fine Wine & Spirits to move to 622 Agua Fria St, Santa Fe, NM, 87501.

Susari's intends to use Romero Street as the primary entrance and access for their package liquor store (<https://www.romerostreets.com/susaris-is-moving/>).

This is an inappropriate location for a package liquor store for many reasons, including the following:

This is a residential neighborhood. There are residences on every side of the proposed location. In order to access the location, one must drive east on Manhattan Street and turn north onto Romero Street. Both are very narrow residential streets which require a car to pull over should there be a car parked at the curb. Romero is exceptionally problematic not only because it is very narrow, but it unexpectedly becomes a single lane, one-way (heading south) without sidewalks or setbacks. Many drivers are caught unaware and are faced with two choices – turn around (on a very narrow street) or go the wrong way on a one-way. The proposed driveway is exactly at the spot where the road goes from two-way to one-way. This means that people exiting the parking lot will turn left toward Agua Fria, going the wrong way on a single lane one-way with no sidewalks or setbacks. If someone comes from Agua Fria going the "right way" we now have a problem where one car needs to back up – either onto Agua Fria (imagine if a bus or fire truck is coming), or Romero. And, if someone is walking their dog there, there is literally nowhere for them to go, causing a potentially very dangerous situation. Unfortunately, this happens all the time.

The increased vehicle traffic, including delivery trucks, in this residential, already congested neighborhood may also restrict emergency evacuation from individual homes AND emergency response (fire and police) from reaching a home in time.

Finally, this neighborhood is already bustling crime and vagrancy. Adding a package liquor store will not help! The nearby underground parking lot is currently a favored illicit drug distribution location. And just last week alone, my neighbor's car was broken (window smashed) and a guy tried to climb over my fence to presumably break into my home.

As a person concerned for the safety and wellbeing of my neighbors and neighborhood, I implore you to please not allow Susari's to move to this location which is wholly inappropriate for a package liquor store.

Sincerely,



Maxwell Elgertman



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
 PO Box 33001 • Santa Fe, New Mexico 87503-0301
 (505) 475-4925 • Fax (505) 475-5155 • www.abc.state.nm.us/abc/abc.htm

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

RECEIVED

Establishment/Applicant Name: Susana's Fine Wines & Liquors
 Proposed Location: 6322 Agua Fria St
 In the City of: Santa Fe NM 87501

MAY 19 2021

Summarize your comment or concerns, attach additional pages if necessary. **ALCOHOLIC BEVERAGE CONTROL**
TO WHOM IT MAY CONCERN:

I was shocked to learn of Susana's Fine Wines application to open at 6322 Agua Fria to go from a museum to a liquor store is, in my opinion, totally unacceptable and a real shock that it is even possible to request. Ours is an historic neighborhood that houses businesses that do not interfere with the harmony of the area. The Platyland is designated as our "commercial go-to", and that makes sense as it houses everything

Your Name: Renee Castagnola Date: 15 May 2021

Your Street Address: 607 Agua Fria Sq, Unit 4

City: Santa Fe State: NM Zip: 87501

How may we contact you?
 Phone: 505-660-6071 E-mail: rcastagnola@comcast.net

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 33101, Santa Fe, NM 87504-5101.



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
 PO Box 3348 • Santa Fe, New Mexico 87506-0348
 (505) 824-5271 • Fax (505) 824-6153 • www.dor.dor.state.nm.us/abv

PUBLIC COMMENT

RECEIVED

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are **PRO-REGULATORY** regarding the liquor license, please document that below.

Establishment/Applicant Name: Suzart's Fine Wine & Spirits
 Proposed Location: 632 Agua Fria
 In the City of: Santa Fe

Summarize your comment or concern, attach additional pages if necessary:

1. Plugging the access to this property - a 2 block long street that's residential or very small businesses with low-to-no traffic. We already have a huge problem with vehicles, delivery trucks, city utility vehicles, Comcast, etc etc etc, not to mention the influx of illegally parked cars flocking to the farmers market on Saturdays.
2. Suzart's is stating they will not allow access via Agua Fria, meaning that all deliveries and customers will clog our already clogged street.

Your Name: Janie Cravens Date: 5-16-21
 Your Street Address: 134 Romero St.
 City: Santa Fe State: NM Zip: 87501

How may we contact you?
 Phone: 512-586-9300 E-mail: janie.o.cravens@gmail.com

You may submit your comments or concerns on-line through the REG website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 251001, Santa Fe, NM 87504-5101.



134 ROMERO ST SANTA FE NM 87501 512-586-9700

RECEIVED

May 16, 2022

Alcohol & Gaming Division
PO Box 25101
Santa Fe, NM 87504

MAY 19 2022

ALCOHOLIC BEVERAGE

This letter is to protest the application of Susan's Fine Wine & Spirits to open a package store on Agua Fria St. Since the decision-makers cannot know what we folks who live nearby know, I thank you for allowing us to write about this matter. As you can see from my address above, I live on the two block long street of Romero, which intersects Agua Fria at the exact location that this liquor store would be located, and I have been told by Susan's that tiny Romero St. will be the only access point for this heavily trafficked business! I have a business as well (Open Heart Tours) which does not have any foot or car traffic. The Ark Bookstore is located on Romero, as well as few other small-to-no-traffic businesses, all of whom are good neighbors.

We who live in the area are already more than maxed out with car and foot traffic due to the Farmers Market. We have problems with folks parking illegally, blocking us from backing out of our driveways, and keeping our garbage trucks from being able to do their jobs!

Please do not allow this particular type of business to open here! We who live here are managing well with the present commercial entities (galleries, a bookstore, a landscaper, etc.) -- but a liquor store?

Romero St. is one way for a block nearest to Agua Fria, so patrons would either constantly break the law or they'd have to drive on the already congested residential street. More wrecks, more calls to the parking police, more anger. This is just the wrong business to put in that location. Additionally please consider that Agua Fria itself is a narrow two lane road with a lot of traffic already, so that even if Susan's never opens the Agua Fria driveway, traffic will be worse there too.

Last for not least, many of the houses on Romero St. are historic, built by the Romero clan, several of whom still live here. We have a very strong neighbor-kinship community and care for one another and for the businesses that are our neighbors. Please help us preserve this tiny piece of Santa Fe history with the respect it deserves.

Sincerely,

Janie Cravens, LCSW

CC: City of Santa Fe Parking Division and The Historic Preservation Board

Ps Susan's Wine has an advertisement published two weeks ago in Edible Magazine announcing the Agua Fria location, and their website also touts this location. How is that possible when we are still in the review for liquor license phase?

DR. JUDITH S. WOOSTER

138 Romero Street

Santa Fe NM 87501

631 902 7939

jwoost@gmail.com

RECEIVED

MAY 20 2021

**ALCOHOLIC BEVERAGE
CONTROL**

TO: Director, Alcohol and Gaming Division
FROM: Judith Wooster *Judith Wooster*
RE: Objection to moving Susan's Fine Wine and Spirits to
632 Romero Street, Santa Fe NM
DATE: May 17, 2021

Susan's Fine Wine and Spirits has applied to move from their present location in a shopping mall to 632 Romero Street (Application #1193969)

Please accept this written objection to this application on the following grounds:

Romero Street is an historic residential neighborhood with residential parking permits required. It is one way only on the entry from Agua Fria where the applicant plans to have the sole access to their commercial property. Currently as residents we constantly struggle with illegal parking up and down the street. This would exacerbate the problem and require additional cost to the city to police the street for illegal parking.

Traffic congestion from delivery trucks and shoppers will increase and there will be significantly greater risk of accidents. The narrow one way only entry from Agua Fria with no sidewalks or set backs is already challenging to both motorists and pedestrians. Accidents will surely occur.

Romero Street is in the Historic Guadalupe District and as owners we strive to maintain the quality of the neighborhood. A large commercial liquor store would jeopardize the quality of life for residents and visitors alike. It runs counter to the values of historic preservation.

I urge you to deny this application and encourage the applicants to seek a location more appropriate for a liquor store than 632 Romero Street.



New Mexico Regulation and Licensing Department

ALCOHOLIC BEVERAGE CONTROL DIVISION

PO Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4895 • www.rld.state.nm.us/abc/

RECEIVED

PUBLIC COMMENT

MAY 20 2021

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect the community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wines and Spirits Application #1193969
Proposed Location: 632 Romero Street
In the City of: Santa Fe, New Mexico

Summarize your comment or concerns, attach addition pages if necessary:

Romero Street is a quiet residential street with resident permit only parking.

Part of the street is one way. The proposed liquor store would lead to increased traffic of large delivery trucks, encourage illegal parking, and lead to accidents to both pedestrians and motorists.

Romero Street is in the Historic Guadalupe District. This application runs counter to the goals and intent of historic preservation.

Please see the attached

Your Name: Judith S. Wooster Date: 5/17/21

Your Street Address: 138 Romero Street

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 631 902 7939 E-mail: jwoost@gmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

RECEIVED

MAY 20 2021

Exhibit

#1

875

ALCOHOLIC BEVERAGE

LIQUOR LICENSE NOTICE

Application has been made to operate a liquor establishment at this location

Name of Applicant: SF Wine & Spirits, Inc. 67501
Proposed License Address: 632 AGUA FRIA SANITA FE NM
Mailing Address of Applicant: _____

Any Person Having Objection to Granting a License for this Location May Register a Written Objection with The Director, Alcohol and Gaming Division, P.O. Box 25101, Santa Fe, New Mexico 87506 • (505) 476-4875

On or before MAY 31, 2021

If a Written Objection is Filed, The Objection Will Be Forwarded To The Appropriate Local Governing Body Which Will Hold a Public Hearing On This Application

The Local Governing Body Must Publish Notice Of The Date, Time And Place Of The Public Hearing. Protestors May Contact The Local Governing Body Directly For This Information.

LOCAL GOVERNMENT BODY Santa Fe City Council
Date Of Public Hearing May 21, 2021
Time Of Public Hearing 5:00 PM
Name of Applicant SF WINE & SPIRITS
Application # 147514

It is unlawful for any person to receive or deliver this notice. Violators may be punished by a maximum fine of \$1000 or by imprisonment in the county jail for a maximum of 120 days or by both fine and imprisonment.

Alcohol and Game

Norman Piaz
124 Romero
Apt 2
Santa Fe, NM

MAY 20

ALCOHOLIC BEVERAGE CONTROL

proposed approval of a
street, Santa Fe NM. The
#1, and their on-line ad
32 Agua Fria as shown
cluded as exhibit #2.

perate repair; as are Al
traffic and delivery vehic
is due to its condition an
ie Way", North to South,
North, see exhibit #3.

South to North regardles
sly make U-turns at the
ery annoying and

Do Not Enter" warning
Romero Street. There
ro Street, see exhibit
vehicle traveling

ng to happen.
to happen, as they
and nightly basis
arrow margin for

he primary
If. The
ublic safety
w the sight

Susan's Fine Wine and Spirits
New Home in August
632 Agua Fria
Enter parking at 318 Romero

OPEN in old location on
St. Francis at Cerrillos
through Friday, May 28,
then closed for moving.
Reopening in late August, 2021.

Susan's

RECEIVED
Exhibit #2
MAY 20 2021

ALCOHOLIC BEVERAGE CONTROL

FROM NORTH TO SOUTH
EXHIBIT #4

MAY 20

ALCOHOLIC BEVERAGE CONTROL

proposed approval of a street, Santa Fe NM. The #1, and their on-line at 532 Agua Fria as shown included as exhibit #2.

isperate repair; as are traffic and delivery vehicles due to its condition "One Way", North to South to North, see exhibit #3.

South to North regarding make U-turns at very annoying and

"Do Not Enter" warning to Romero Street. There is no Romero Street, see exhibit one vehicle traveling

waiting to happen. This is a safety issue, as they are on a daily and nightly basis and narrow margin for

as the primary concern itself. The request is for a public safety review the sight



Exhibit #3
NORTH TO SOUTH
ONE WAY

FROM NORTH TO SOUTH
EXHIBIT #4

lic
ap
she
lice

Rom
and
and/
built
with

Driver
of the
124 Ro
dangere

The entire
sign and
is private
#4. The n
North to

The additional
Drivers drive
tend to speed
on Romero
larger vehicle

As stated above
access to the
additional traffic
and the license
location and

MAY 20 7

ALCOHOLIC BE CONTRO

e proposed approval of a
a Street, Santa Fe NM. Th
bit #1, and their on-line ac
at 632 Agua Fria as shown
: included as exhibit #2.

'desperate repair; as are A
lar traffic and delivery veh
trous due to its condition a
"One Way", North to Sout
h to North, see exhibit #3.

ugh South to North regard
linuously make U-turns at t
if is very annoying and

this "Do Not Enter" warning
n to Romero Street. There
lomoero Street, see exhibit
r one vehicle traveling

waiting to happen.
aiting to happen, as they
daily and nightly basis
l and narrow margin for

set as the primary
t in itself. The
ern to public safety
rd review the sight



118 ROMERO STREET
ENTRANCE LOCATED
AT THE END OF ONE
WAY TRAFFIC. NO LINE
OF SIGHT COMING
UP FROM ROMERO STREET
FROM NORTH TO SOUTH

EXHIBIT #4

Re
an
an
bul
with
Driv
of th
124
dang
The e
sign a
is priv
#4. The
North t
The add
Drivers c
tend to s
on Rome
larger vel
As stated
access to
additional
nd the lic
cation an

Norman Plasecki
124 Romero Street

Appt 2
Santa Fe, NM 87501

MAY 20 2021

*ALCOHOLIC BEVERAGE
CONTROL*

Director, Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, New Mexico 87504

Dear Sirs and Madams:

As a resident of 124 Romero Street I am writing to appeal the proposed approval of a liquor license for Susan's Fine Wine and Spirits, Inc. at 632 Agua Fria Street, Santa Fe NM. Their own application shows the entrance as 632 Agua Fria Street, exhibit #1, and their on-line advertising shows that the entrance will be on 118 Romero Street and not 632 Agua Fria as shown on their license application. A photo of their own on-line advertising is included as exhibit #2.

Romero Street is a very congested street as it is and in need of desperate repair; as are Alarid and West Manhattan. The inclusion of additional heavy vehicular traffic and delivery vehicles and/or tractor trailers on this very narrow street is highly dangerous due to its condition and built-in blind spots. The north end entrance to Romero Street is "One Way", North to South, with a sign posted that states "Do Not Enter", coming from South to North, see exhibit #3.

Drivers consistently ignore this caution and continually drive through South to North regardless of the warning sign which in itself is dangerous. Also, people continuously make U-turns at the 124 Romero Street address driveway on a daily basis which in itself is very annoying and dangerous.

The entrance in to 118 Romero Street is directly at the signage for this "Do Not Enter" warning sign and is in itself a blind driveway for traffic entering and exiting on to Romero Street. There is private property fencing at the end of the "One Way" portion on Romero Street, see exhibit #4. The north end entrance to Romero Street is only wide enough for one vehicle traveling North to South.

The addition of delivery trucks and random vehicle traffic is a disaster waiting to happen. Drivers driving up the "One Way" portion of the street is an accident waiting to happen, as they tend to speed consistently. Residents regularly park their vehicles on a daily and nightly basis on Romero Street on the west side, see exhibit #5, creating a very small and narrow margin for larger vehicles to pass.

As stated above, I am therefor opposed to allowing entry on Romero Street as the primary access to the location. Just trying to explain my concerns is very confusing in itself. The additional traffic congestion and built-in traffic hazards are a primary concern to public safety and the license should not be granted. I recommend that the licensing board review the sight location and traffic issues in person and draw their own conclusions.

Romero Street, Alarid Street and West Manhattan Street are primarily residential roads with permit parking on one side only. This fact makes the additional traffic unacceptable.

Best regards,

Norman P. Piasecki

Norman P. Piasecki

Attachments 1,2,3,4,5 enclosed

RECEIVED

MAY 20 1979

ALCOHOLIC BEVERAGE
CONTROL

5/18/21

Director, Alcohol & Gaming Division
PO Box 25101
Santa Fe NM 87504
Application # 1193969

RECEIVED

MAY 20 2021

ALCOHOLIC BEVERAGE
CONTROL

Director -

This is a very inappropriate location for a liquor store:

There is NO legal Fina access for parking which means that neighboring business' parking will be poached. This is a narrow, predominately residential street and this kind of retail establishment will generate too much traffic.

Regards

Yster Roll

(a client of a neighboring business)

5/18/21

Director, Alcohol & Gaming Division

P.O. Box 25101

Santa Fe NM 87504

Application # 1193969

RECEIVED

MAY 20 2021

ALCOHOLIC BEVERAGE
CONTROL

Director -

This is a very inappropriate location for a liquor store:

There is NO Agua Fria access for parking which means that neighboring business' parking will be poached.

This is a narrow, predominately residential street and this kind of retail establishment will generate too much traffic.

Regards

Estee Roll

(a client of a neighboring business)

Estee & Jeff Roll
1 Rey de Reyes
Santa Fe, NM 87508

IVE

0 2021

BEVERAGE



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-6075 • Fax (505) 476-6195 • www.ald.state.nm.us/abc

RECEIVED

MAY 13 2021

ALCOHOLIC BEVERAGE CONTROL

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine and Spirits

Proposed Location: 632 Agua Fria

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

I object to this location being used for a liquor store because the location is in the residential Guadalupe Historic District on an already very busy street. Access to the property from Agua Fria is blocked on both sides of the building. Therefore, customers will be forced to use the tiny (essentially one-lane) side street of Romero, which is 1/4 block away, in order to access the parking area behind the building. This will create traffic safety problems for residents all around the property. In addition, having a liquor store in this mostly residential neighborhood may put neighbors at risk of possible criminal activity.

Your Name: Linda Moore Date: 5/13/2021

Your Street Address: 245 Closson Street

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 915-494-3679 E-mail: ljmoore1@sbcglobal.net

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

Greig, Desirae, RLD

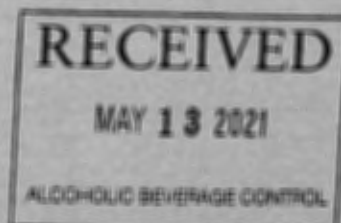
From: Romero, Marlene, RLD
Sent: Thursday, May 13, 2021 7:14 PM
To: Greig, Desirae, RLD
Subject: FW: [EXT] Comment on Issuance of Liquor License to Susan's Fine Wine and Spirits
Attachments: Comment on proposed liquor license for SPW&S to be located at 632 Agua Fria.pdf

From: Linda Moore <lmoore1@sbcglobal.net>
Sent: Thursday, May 13, 2021 6:10 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Comment on Issuance of Liquor License to Susan's Fine Wine and Spirits

I have completed and attached to this email the RLD protest form for the above-noted liquor license application for its new location at 632 Agua Fria St. in Santa Fe. If you have any questions, please contact me by telephone or email, as included on my protest form

Thank you,
Linda Moore

Sent from Mail for Windows 10



PUBLIC COMMENT

We receive public comments either positive or negative on liquor license applications. If you feel the approval of the license would do more harm than good to your community, please provide all issues of concern. If you are in support of issuing liquor license, please document that below.

Business/Applicant Name: Susan's Fine Wine and Spirits

Proposed Location: 632 Agua Fria Street

in the City of Santa Fe, NM

Summarize your comment or concerns, attach addition pages if necessary. I support the transfer of liquor license and move of this business. Susan's is an integral part of this community. We are neighbors in every sense of the word. They will be a great neighbor in the Historic Guadalupe area. There will plenty of parking and the business does not get much traffic at any one time anyway. It is quiet and safe. And the owners are extremely responsible and will monitor if there could be a problem with traffic. Those opposed did not seem to mind this "traffic" issue at first. They were concerned about "Minis." and being open till midnight. Those will not be an issue at all since they won't be allowed after July 1. But Susan's does not sell that type of liquor. They are "fine" wine and cater to a clientele that is respectful of neighbors and the community and their hours have always been 10 to 6 or 7. Agua Fria near Romero Street has had restaurants with alcohol before. World Market was around the corner with wine and beer before and zoning is appropriate. There should be no legal reason to deny their permit.

E M Taylor

Phone: 505 982 2171

712 Montezuma Ave #232

NM

87502

STATE OF NEW MEXICO
COUNTY OF SANTA FE
OFFICE OF THE COUNTY CLERK
1000 Central Avenue, Santa Fe, NM 87501
Tel: 505-424-2200

Business Name: Susan's Fine Wine and Spirits
Address: 132 Agua Fria Street
City: Santa Fe, NM

On the 1st page of the application, which edition page 4, it is stated that the applicant is applying for a transfer of liquor license and move of this business. Susan's Fine Wine and Spirits is a business in the Historic Sodalupe area. There will be no additional traffic to the area as the area does not get much traffic at any one time anyway. The owners are extremely responsible and will monitor the area with traffic. Those opposed did not seem to mind the traffic. They were concerned about "Minis," and being open. This is not an issue at all since they won't be allowed after 11:00 PM. They are "fine" wine and liquor. They are respectful of neighbors and the community and the move of the business to 132 Agua Fria near Romero Street has had no impact on the area. World Market was around the corner with wine and beer. It is appropriate. There should be no legal reason to deny their plan.

Signature: E M Taylor Date: 5-30-2007

Address: 188 N. Mariposa Ave #232
City: Santa Fe, NM Zip: 87501

MARES, ALEXANDRIA R.

From: Keith Kintigh <kintigh@asu.edu>
Sent: Monday, August 2, 2021 12:49 PM
To: MARES, ALEXANDRIA R.
Subject: Support Re-licensing Susan's Fine Wines and Spirits at 632 Agua Fria

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Alexandria R. Mares
Office of the City Clerk
City of Santa Fe

Dear Ms. Mares:

I strongly support the application of Susan's Fine Wines and Spirits to move their alcohol sales permit from their old location at the corner of Cerrillos and St Francis to 632 Agua Fria. I have regularly shopped at Susan's since I moved to Santa Fe in 2016. I have found it to be an unusually well run business with knowledgeable owners and staff genuinely engaged with their customers and the community. I am sure that in their new location they will create an inviting space and do a good job of maintaining the building.

As an independent business with local owners, excellent service, and high quality (and in many cases unusual) products, I think Susan's is exactly the kind of business that Santa Fe should encourage, especially in and around downtown. In my experience, the customer load at any given time is light, being spread across business hours (rather than having strong peaks as a restaurant would have). I have visited the proposed location and there appears to be adequate parking behind the building. Because of that and the sophisticated nature of the clientele, for a commercial building I think Susan's would have a low impact on residents in the area.

I do hope that it will be possible for Susan's to remain in business, providing excellent service and great wines and spirits to Santa Fe residents and visitors, and of course tax revenues to the city.

Please contact me if I can provide any additional information.

Keith Kintigh

Keith Kintigh, kintigh@asu.edu [Web Page](#)
421 Calle Kokopelli, Santa Fe, NM 87501-8354
505-395-7979(h) 505-356-9765(m)

MARES, ALEXANDRIA R.

From: Bob Soza <bob.soza@marinerwealthadvisors.com>
Sent: Monday, August 2, 2021 6:30 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wines Liquor License

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares, as a part year resident and homeowner in Santa Fe I am writing to encourage you to approve the transfer of Susan's Liquor License to the new location. This business is one that the City can be proud of the way it manages its business and the professional atmosphere created by the employees. The store is always very organized, well lit and has ample spacing between the various racks of merchandise. The staff is very courteous and helpful. This entity is a an excellent example of what is right about Santa Fe commerce. Bob Soza

Sent from my iPhone

MARES, ALEXANDRIA R.

From: Joseph Charles <joseph@surroundings.studio>
Sent: Tuesday, August 3, 2021 7:57 AM
To: MARES, ALEXANDRIA R.
Subject: Santa Fe Wine and Spirits New Location

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Alexandria R. Mares,

I am writing to provide my support for the new location of the wonderful, locally owned business Susan's Fine Wine and Spirits. Susan's has always been in a league of their own when it comes to wine and spirit establishments. The store is immaculately maintained, both on its interior and exterior. When a patron enters the store, they are quickly greeted by one of the various employees, who make sure customers feel welcome and are offered assistance for making their purchases. This is a high class operation, with passionate staff who readily share their knowledge and love for the craft of fine wines and spirits. During various times of the year, customers can even sign up for educational sessions held at Susan's to further learn about the latest releases and newest trends with regards to wines and spirits. This is not just a store, but a place for the community to engage with each other socially and learn.

Susan's Fine Wines and Spirits is a well run business that takes care of its Community, and will be a welcome addition to the Agua Fria neighborhood. I truly hope they are provided the opportunity to thrive in this new location.

Sincerely,

--

Joseph Charles
RLA

surroundings

1611 Paseo de Peralta

Santa Fe, NM 87501

t: 505 982 3454

c: 505 699 7194

surroundings.studio

Follow us on Instagram

MARES, ALEXANDRIA R.

From: Howard Gershon <howard@reach-newheights.com>
Sent: Tuesday, August 3, 2021 11:06 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Mares,

I am writing in support of Susan Fine Wines efforts to relocate their business to 632 Agua Fria St. in Santa Fe. Susan's has been an important retail establishment in our community for many years. As Santa Fe becomes increasingly commercialized with national brands it is essential that we do all that we can to support and nurture the local businesses that have contributed so significantly to achieving our reputation as the City Different.

Howard Gershon
Howard@reach-newheights.com

MARES, ALEXANDRIA R.

From: Rick Jaramillo <rick@somers-jaramillo.com>
Sent: Tuesday, August 3, 2021 11:42 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wines

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning! I live on West Manhattan Ave. I see no reason why the City would not allow this business to operate in the property located on Agua Fria St. I'm in favor of approval.

Sent from my iPhone

MARES, ALEXANDRIA R.

From: LAURA REICH <chzhead005@aol.com>
Sent: Tuesday, August 3, 2021 4:03 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine & Spirits - new location

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Alexandria Mares, Santa Fe City Clerk,

I would like to encourage the city to accelerate its review and approval of Susan's FW&S opening at their new location. Since their closure, I have relied on Total Wine, grocery stores and other alcohol outlets to pick up mostly wine but also beer and liquor. Some domestic, New Mexican and International wines are hard or impossible to find in Santa fe and can only be found at Susan's. I am a member of 3 wine clubs (American Wine Society, Pennsylvania Wine Society, and Rio Vinos New Mexico chapter of the American Wine society) and rely on Susan's to find the type and vintage of wine requested within these clubs for educational learning and personal tasting knowledge. I imagine out-of-town visitors also appreciate the specialty knowledge and availability that only Susan's offers. The staff at Susan's are a cut above the rest here in Santa Fe and offer really great advice when selecting wines.

Please approve the liquor license for Susan's FW&S soon while we still have good summer weather to sit outside and sip a quality wine at sunset.

Thank you for your review,
Laura Reich

MARES, ALEXANDRIA R.

From: Thalia Varshay <thalia@fiascowine.com>
Sent: Tuesday, August 3, 2021 5:55 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine & Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Mares,

I hope this email finds you well.

I wanted to express my support for Susan's moving to their new location on Agua Fria. We are so lucky as a town our size to have independent wine/spirits/beer shops. These shops support local businesses much more than big guys like Total Wine, drug stores, and grocery stores. They are educators and help citizens learn about and appreciate libations from all over the world and locally. These are fine products that are made carefully with history, and often with respect for the environment and family owned. Very different from mass produced stuff crowding the shelves at large non-independents.

I have never had as good an experience at a chain of any kind compared to Susan's and other independents. This is very different from a liquor store—not the kind of place that attracts people looking for a cheap handle of liquor to drink on the side of the road and roam the neighborhood. They are in such a beautiful building, working tirelessly refinishing the original wood floors and staining all new wooden racks that match the beauty of the adobe they moved to. This is going to feel very much like an airier version of La Casa Sena or Arroyo Vino—but with added perks like a lounge and more extensive selection. I believe Susan's will be a lovely neighborhood addition. I wish they were moving to mine! A place to have a thoughtful drink at the end of the workday and pick up a nice bottle of wine on the way to a friends house for dinner.

They always have been very community & educationally focused, before lockdowns hosting weekly tastings of products often with representatives directly from the importers/wineries/breweries etc. Wine shops are part of the fabric of our communities, just like little corner grocery stores used to be...Kaunes is one of the last! Let's not let big chains take over our family owned, community-serving retailers. We are lucky that Santa Fe wants to maintain our independent shops downtown that fuel our culture and tourism.

I admit I am biased as I work for a distributor that works with Susan's, but I honestly am impressed with the fine wines & spirits they have brought into the community—things we don't usually have access to in New Mexico. Bringing in rarer items more often found in markets like LA and Denver helps bolster Santa Fe's reputation of being a city overflowing with culture, in the food & wine scene as well.

My apologies from the long letter; I am passionate about Susan's getting the chance they deserve to make the Railyard area even better!

Thank you for your consideration,

Thalia Varshay
Fiasco Fine Wine
Cell: (505) 913-1478
WSET Level 3 Award in Wines

MARES, ALEXANDRIA R.

From: Scott Collins <scollinssevlter@gmail.com>
Sent: Wednesday, August 4, 2021 6:37 PM
To: MARES, ALEXANDRIA R.
Subject: Santa Fe Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a new homeowner in Santa Fe I greatly appreciate the many fine stores that make life here so enjoyable. I would like to strongly urge you to approve the permit to allow Santa Fe Wine and Spirits to move to a new location on Agua Fria. That establishment has a strong and loyal customer base and they have served the Santa Fe community well for many years. Please approve their permit request.

Thanks,

--

Scott L Collins, Professor
Department of Biology, MSC03-2020
University of New Mexico
Albuquerque, NM 87131
Ph: 505-277-6303
Cell: 505-239-5987
Fax: 505-277-5355

MARES, ALEXANDRIA R.

From: Patricia Loughran <loughranp@gmail.com>
Sent: Friday, August 6, 2021 7:21 AM
To: MARES, ALEXANDRIA R.
Subject: Transfer of Liquor License for Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares ,

I am writing to you at this time to be on record as to my support of the transfer of liquor license of Susan's Liquor to their new location of 632 Agua Fria, Santa Fe. Susan's liquor is a family owned business of which has 4 partners. Three of the four partners are local residents and 3 of the 4 partners are women. This establishment makes a point of providing fine wine, spirits and craft beers that are selected for their quality and value and are reasonably priced. They employ knowledgeable and friendly employees that are both friendly and generous with their knowledge on the products offered at Susan's liquor. The store holds events of well curated products and does so in a responsible manner to insure the safety of those attending as well as the residents of the city.

In closing I would like to affirm my support of the transfer of Susan's liquor license to their new location at 632 Agua Fria, Santa Fe as they are an exceptional local small business that contributes to their city through good products at a fair price.

Thank you for your time and consideration.
Sincerely,
Patricia Loughran

MARES, ALEXANDRIA R.

From: Rosalinda Garcia <rosagarcia9@yahoo.com>
Sent: Friday, August 6, 2021 9:21 AM
To: MARES, ALEXANDRIA R.
Subject: Transfer of Liquor License for Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares ,

I wish to support the transfer of Susan's liquor license to their new location at 632 Agua Fria, Santa Fe.

They are purveyors of fine wine, fine spirits and craft beer, not just everyday fare. And they are never over crowded, either in the store or parking lot

Regards

Rosalinda Garcia & Roger Gonzalez

MARES, ALEXANDRIA R.

From: eva@sfwineandspirits.com
Sent: Friday, August 6, 2021 9:39 AM
To: MARES, ALEXANDRIA R.
Subject: Regarding License Transfer - Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares,

I am writing you in regards to Susan's Fine Wine and Spirits.

Susan's Fine Wine and Spirits has remained closed since May 28, 2021, when it ceased operations at 1005 S Saint Francis and moved to its new location at 632 Agua Fria Street, in Santa Fe. The site has access both from Agua Fria and Romero Streets, and a large parking space for customers and providers

Agua Fria Street and neighboring Romero Street are no strangers to commerce. Both lie in a part of Santa Fe zoned for residential and commercial venues. Within a short distance from Susan's proposed re-location, about ten commercial venues dot the cityscape, including the Santa Fe Art Classes, the Downtown day Spa, Jordan Law, and Joseph's Culinary Pub. All appear to coexist with neighboring residents. Already several proprietors have approached us, expressing excitement about having Susan's Fine Wine and Spirits on the block, and planning how we can benefit each other's business.

Romero Street also houses a number of businesses, including the newly renovated Ark Books. Again, residents appear to be in equilibrium with the commercial entities.

Susan's ceased sales operation at the end of May. August will mark the third month the store has had zero income. Susan's is not the only Santa Fe business adversely affected by the closure. Most importantly, every month Susan's remains closed, the State and City of Santa Fe lose approximately \$20,000 in tax revenue. Further, many local providers, including Southern Glazer's Wine and Spirits, Fiasco Fine Wine, Floating World, Favorite Brands, and many craft breweries, who count on Susan's for their business success are losing upwards of 20% of their revenue.

During the 16 years Susan's has been in operation it has fully complied with City of Santa Fe and State laws; it has never incurred any infractions for poor business practice. Denying Susan's the license transfer to 632 Agua Fria would bring an unfortunate end to one of Santa's Fe's long-standing and iconic business, and adversely impact numerous New Mexican providers who heavily rely on Susan's Fine Wine and Spirits.

Warm regards,
Eva

Eva Moldovanyi, PhD
General Manager
Susan's Fine Wine and Spirits
Store: (505) 984-1582
Cell: (505) 614-4013

MARES, ALEXANDRIA R.

From: Jeffrey paine <jabs206@mac.com>
Sent: Friday, August 6, 2021 10:00 AM
To: MARES, ALEXANDRIA R.
Subject: In support or Susan's Fine wines relocation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Ms. Mares,

You already have a copy of my in-favor-of email sent to the State. I am happily writing, again, to expand my support of the license transfer to the Agua Fria location.

Susan's Fine Wines fills an interesting niche in Santa Fe, not quite a boutique but also not a chain. In this age of too big and out-of-state ownership, having a local flavor in the retail liquor business is important for locals because they can receive the special service touch that Susan's provides. Their guidance and knowledge means they care and are cautious with their clientele.

Susan's supports local because it is local and for the City of Santa Fe to reciprocate would demonstrate its commitment to all locally owned and operated businesses. Businesses come and go for many reasons and to have a retail operation wishing to stay needs the encouragement of local government and I believe that the local Agua Fria neighborhood, into which they wish to move, will come to find Susan's to be a good neighbor.

Again, I strongly encourage your support of Susan's move to Agua Fria and the transfer of their license. I have owned in Santa Fe since 1999 and am a long time patron of Susan's who eagerly awaits this relocation.

Thank you for your time, stay safe!

Sincerely, JEFF PAINE

MARES, ALEXANDRIA R.

From: Elizabeth Foree <feforee@icloud.com>
Sent: Friday, August 6, 2021 11:45 AM
To: MARES, ALEXANDRIA R.
Subject: Application for move to 632 Agua Fria

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares,

I am sending my support for Wine and Spirits move to the new location on Agua Fria.

The quality of wines, their wine tasting events and knowledge, I look forward to this winter at the new location. Thank you for your consideration and that of the City of Santa Fe.
Sincerely, Elizabeth Foree

MARES, ALEXANDRIA R.

From: Linda Tetrault <lindatetrautfw@gmail.com>
Sent: Friday, August 6, 2021 4:04 PM
To: MARES, ALEXANDRIA R.
Subject: Support for Susan's move to 632 Agua Fria

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing today in support of Susan's Fine Wines & Spirits move to 632 Agua Fria.

We are a small, independent fine wine & spirit distributor based here in Santa Fe. Susan's is an important customer for us. All the major chain groceries, stores and restaurants determine their wine and spirits buying nationally. No decisions for those buyers are made in New Mexico. Small companies like ours need independent retailers to survive.

Susan's is an institution here in Santa Fe. It has been working in the community for many years, serving customers and providing unique and special beverages. Their customers value what it offers to them, and we appreciate the emphasis they have on education and supporting other small businesses. Businesses like Susan's helps keep our small city a unique place with special retail that offers great products to customers. That keeps our city desirable and special.

We need to support a business that is locally owned and independent. The new location, near to the railyard and all the other stores in that district is an excellent and appropriate location for Susan's. Their store will be an asset to the neighborhood.

Thank you,
Linda Tetrault
President
Floating World Inc.
320 Tesuque Drive
Santa Fe, NM 87505

MARES, ALEXANDRIA R.

From: Sunita Shenoy <sunita_shenoy@hotmail.com>
Sent: Friday, August 6, 2021 4:07 PM
To: MARES, ALEXANDRIA R.
Subject: Transfer of Liquor License for Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares ,

I wish to support the transfer of Susan's liquor license to their new location at 632 Agua Fria, Santa Fe.

regards,
Sunita

MARES, ALEXANDRIA R.

From: Jon Foster <jonf@rrwines.com>
Sent: Saturday, August 7, 2021 1:37 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Ms. Mares,

Please accept and consider our support for Susan's and their new location.

Have a Wonderful Weekend,

Jon Foster | 503.789.4350
GM | Ribbon Ridge Winery
Ridgecrest Vineyards
36 Harvests and Counting!

Sent from my iPhone

MARES, ALEXANDRIA R.

From: gabriella <texterella@gmail.com>
Sent: Saturday, August 7, 2021 6:41 PM
To: MARES, ALEXANDRIA R.
Subject: Community support for Susan's move to a new location

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm writing in support of the move of the Susan's to 632 Agua Fria.

This business employs a number of people, offers a valuable service of high quality wines, spirits and tonics, and has hosted many events for members of the community.

Thank you for this consideration.

Gabriella Marks
228 County Road 84
Santa Fe, NM 87506

MARES, ALEXANDRIA R.

From: Cindy Jednak <clu0125@yahoo.com>
Sent: Sunday, August 8, 2021 1:44 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine & Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms Alexandria R Mares

This email is in support of Susan's Fine Wine & Spirits (SFW&S) request of license transfer to 632 Agua Fria St Santa Fe

I was employed at Susan's Fine Wine & Spirits 2017 – 2018. I worked in the retail store and managed alcohol servers at public celebration events with permits issued by NM Alcohol Beverage Control Division and City of SF. Public events included NMGRA, Site Santa Fe, El Museo Cultural, Museum of International Folk Art and Gallery Art Openings.

Loyal clientele supported this speciality beverage business for its great selection of high quality wine, spirits and beer and appreciated the professional and knowledgeable staff at SFW&S.

SFW&S is a small business managed by responsible local owners. They deserve to stay in business and continue to serve their customers.

Cynthia Jednak

MARES, ALEXANDRIA R.

From: barbara@sfwineandspirits.com
Sent: Sunday, August 8, 2021 2:53 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine & Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

-----Original Message-----

From: "barbara@sfwineandspirits.com" <barbara@sfwineandspirits.com>
Sent: Thursday, August 5, 2021 1:33pm
To: armares@santafenm.gov
Subject: Susan's Fine Wine & Spirits

Good day Ms. Mares,

I am writing to voice my support for approval of the license transfer for Susan's Fine Wine & Spirits at their new location, 632 Agua Fria Street, Santa Fe.

I have held the position of Wine Director at Susan's since March 2015, during which time I have been an active member of the well-respected community of wine establishments here in Santa Fe: restaurants, retail wine stores, and distributors, including venerable businesses as La Casa Sena, the Compound, Kaune's, Kokoman Fine Wines and Liquor, and, of course, Santa Fe Wine & Chili Festival.

We work closely together, meeting often at tasting events, and sharing visitors from all over the world and country, who are eager to visit this city where they are so regardfully represented. I oftentimes consider my role an "Ambassador of Wine" in Santa Fe, New Mexico, a destination for so many people for so many reasons. Out of state visitors marvel at our inventory selection, and many return, season after season with enthusiastic support.

Susan's has worked closely with restaurants, hotels, and seasonal event planners to supply products for any occasion, be it a school event for parents and teachers, art gallery openings, and destination weddings. Patrons attending those special "Wine Dinners" at restaurants are assured they may find those products they enjoyed that evening at our store the next day.

For the new location now under consideration for approval by the City Council, we have already begun planning a rotating exhibition of Contemporary Southwestern Art, working directly with a local art gallery Director. Visitors to the store could experience the vibrancy that exists throughout the Railyard with its galleries and Farmer's Market, just steps away. Educational events for the community are in planning stages.

The issue is not so much whether or not Susan's should be allowed to continue operations in Santa Fe, but rather that Susan's should be allowed to operate at this specific site: 632 Agua Fria. The classic adobe structure at this location embodies Susan's spirit and business vision in this city. It provides both a unique venue and an immense opportunity for the intersection of community, art, and fine wines and spirits.

Respectfully yours,

Barbara A. Bjorn
Wine Director
Susan's Fine Wine & Spirits

MARES, ALEXANDRIA R.

From: marco <mdbritt59@aol.com>
Sent: Sunday, August 8, 2021 3:50 PM
To: MARES, ALEXANDRIA R.
Subject: Regarding License Transfer - Susan's Fine Wines and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Alexandria Mares,

Regarding the upcoming opening of Susan's Fine Wine and Spirits opening at 632 Agua Fria, I write this letter with great excitement and a bit of nostalgia.

First, the excitement.

I work for Susan's Fine Wine and Spirits and have so for nearly two years.

I consider myself very fortunate. In leaving the crazy world of New York Madison Avenue advertising, I made a conscious decision to use my creative talents to work with and for people and projects I am aligned with, be they environmental concerns, community involvement or child development. I choose. Susan's is one such deserving entity.

During my time at Susan's, I have had the pleasure of working with local distributors, creating ad campaigns and introducing new products to our community. I also have interacted with many of local brewers, creating cross-promotion campaigns for Paul Mallory at Hidden Mountain (formerly Blue Corn Cafe) and Jason Kirkman of TumbleRoot Distillery, to name a few.

I am very thankful to my colleagues at Susan's. Their in-depth knowledge and years of experience with fine wines and allocated spirits has not only enhanced and broadened my horizons; they have made it an epicurean educational experience for me. I see it everyday day with the customers they interact with. No other provider of fine wine and spirits in Santa Fe provides such that level of expertise and commitment to its customers.

The move to Agua Fria also has an element of nostalgia.

I came to Santa Fe in 1995 to pursue my painting career, leaving behind the mad world of advertising on Madison Avenue. My beautiful, Russian bride had different aspirations: to open a candle store, which she did. Thea Candles was located on the corner of Romero & Agua Fria. .

We fixed up the former Kahn Family storefront, interacting with the local residents and were welcomed with all the normal inquisitiveness one would expect from neighbors. Especially, being as 'green' as we were in Santa Fe, in a neighborhood as historic and community oriented as Agua Fria. In a short time we became welcome.

Expecting a baby in 1999, we transitioned the business into manufacturing aromatherapy bath products and re-named the company Thea Bath. We then private-labeled aromatherapy, massage and bath products for The Inn at the Loreto, La Posada and The Anasazi Hotel, to name a few. While engaged with the design, packaging and promotion of these products and businesses, I worked with other local non-profits such as Permacultura, USA, and The Academy For the Love Of Learning, the latter for which I designed a city-wide art installation.

For me, coming back to Agua Fria is a homecoming. Full circle. An opportunity to once again serve a community I love; knowing full well, like with Thea Candles, I will play a part in a store neighbors of Agua Fria will take pride in.

Sincerely,

Marco Britt

MARES, ALEXANDRIA R.

From: Kathy Rollins <naturalista45@gmail.com>
Sent: Sunday, August 8, 2021 7:16 PM
To: MARES, ALEXANDRIA R.
Subject: Transfer of Liquor License for Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares,

I wish to support the transfer of Susan's liquor license to their new location at 632 Agua Fria, Santa Fe.

The company is family owned; 3 Of the 4 owners are women, and 3 of owners are also local residents.

There are so many great things about this company:

- They are purveyors of fine wine, fine spirits and craft beer, not just everyday fare
- Products are carefully curated for their quality and value
- Employees are stable, are knowledgeable, professional, friendly and helpful
- Customers are upscale and friendly
- They maintain an open, welcoming, clean, and bright environment at our store
- Events are well curated and responsibly conducted
- They are never over crowded, either in the store or parking lot
- They proudly support our first responders and military personnel through discounts and donations
- They work hard to make handling of rare product even-handed without price gouging, instead using it to support local charity

Thank you,

Kathy Rollins
512-576-2410

MARES, ALEXANDRIA R.

From: DEB VOGT <DESVOGT@COMCAST.NET>
Sent: Monday, August 9, 2021 2:46 AM
To: MARES, ALEXANDRIA R.
Subject: Transfer of Liquor License for Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares ,

I wish to support the transfer of Susan's liquor license to their new location at 632 Agua Fria, Santa Fe. Which is family owned and 3 of the 4 owners are women.

Best,
Deborah Vogt

Brian Felley

624 Agua Fria St #3
Santa Fe, NM 87501
(505) 363-3923
bfelley80@gmail.com

Dear Ms. Mares,

I am writing to you concerning Susan's Fine Wine and Spirits relocation to Agua Fria St. It is with full transparency in mind I must tell you that I work at Susan's and therefore have a slight bias in their favor. However, I also live on Agua Fria St. and am part of the neighborhood so I understand both sides and their stances on this relocation.

I'd like to tell you a bit about me and why I chose to work at Susan's, and I emphasize the word "chose." I grew up on North 14 outside Madrid and have been coming to Santa Fe since my infancy in the 80's. After college I moved to San Francisco where I worked 20 years in the hospitality industry. From waiter to bartender to GM positions I cut my teeth and learned firsthand what true hospitality is; I sum it up as making every customer leave an establishment happier than when they arrived.

I went from employee to owner when I opened Benjamin Cooper Cocktail and Oyster lounge in the Union Square district of San Francisco. In the next 5 years Benjamin Cooper became a nationally recognized and award-winning destination that, to this day, still has the highest yelp rating in the entire bay area. During the pandemic my business partner and I decided to close the business and I took the opportunity to move back home to NM where my heart has always been and where I knew I would one day end up.

Once back in NM I began to think about what I wanted for my future and how I could use what I had learned in the cutthroat restaurant and bar industry of the bay area to raise the proverbial bar in my new but familiar surroundings.

The first and only resume I dropped off was to Susan's, not in response to any job posting or help wanted ad, but because it had been where I shopped whenever I was back home in NM. As long as I could remember it had been the go to spot for discerning customers looking for quality, and often rare selections of beer, wine, and spirits. Also on every occasion I had shopped there I was pleasantly surprised by the knowledge and friendly demeanor of Susan's staff. This is something that's rare to non-existent in most dram shops worldwide. So, I dropped a resume and was immediately hired to join the Susan's family. I immediately saw why Susan's was different from the large chain stores such as Total Wine and the like.

Susan's is a small family-owned business that values customers ahead of profitability or bottom line. Decisions are made not based on a P&L statement but rather by what is best for the people that count on them daily, weekly, or monthly for their home stock of libations. From the avid collector looking for rare scotch or bourbon, to the wine connoisseur looking for something to elevate an evening with friends, to the layman that wants a quality bottle at a comfortable price, Susan's has always obliged.

To think that this establishment would be denied the ability to service its community would be a true loss to the many locals that rely on Susan's for all the above stated reasons.

I hope this letter helps shine a light on the highly-curated and community-based practices that Susan's has brought to Santa Fe for the last decade and a half. This store is not only a local treasure, it's also a tangible and cutting-edge example of what small family run businesses have to offer.

Thank you for taking the time to read my thoughts on the matter and I sincerely hope that Susan's is given the chance to serve the community that, with few exceptions, eagerly awaits its reopening.

Sincerely,

Brian Felley

MARES, ALEXANDRIA R.

From: James Selby <jamesbytheglass@gmail.com>
Sent: Saturday, August 7, 2021 7:22 AM
To: MARES, ALEXANDRIA R.
Subject: In support of Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares,

Thank you for regarding my email. I write in support of permitting one of Santa Fe's premiere local businesses to continue to provide quality, professional, and sincere service to our community.

This is a business owned, managed and staffed with thoughtful, serious-minded, concerned citizens. This is not an Auto-Zone; this is not a Speedway. In many ways, it's more like a fine bookstore, providing well selected, rare, and thoughtfully sourced and curated products to discerning customers. Susan's does not offer the kind of mass produced, commonly sought items, that would interest or attract a mass clientele. It's for a group of lovers of fine wine, artisanal spirits, and craft beer. This is a place I go to quietly browse and reflect and chat with knowledgeable trained staff.

Susan's has been an important business and partner to Santa Fe and its customers, and wishes to continue, as do we, who have shopped with them for years.

Thank you,
James Selby
Santa Fe, NM

James

"Always carry a corkscrew and the wine shall provide itself." Basil Bunting

MARES, ALEXANDRIA R.

From: Andrea Duran <andrea.t.duran@gmail.com>
Sent: Monday, August 9, 2021 1:06 PM
To: MARES, ALEXANDRIA R.
Subject: Susans fine wine

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom this may concern,

I live in the neighborhood in which susans fine wine and spirits will be relocated, I personally and many of my neighbors are looking forward to having a good quality liquor store back in the neighborhood again. It is walking distance and they are wonderful people who give back to the community. Since we no longer have radish and Rye near by or really any where close that has a full bar I am really welcoming to the idea and supporting a local business.

Thank you

Andrea Duran
214 Maynard St, Santa Fe, NM 87501

MARES, ALEXANDRIA R.

From: Jason Kirkman <jasonkirkman@tumblerootbrewing.com>
Sent: Monday, August 9, 2021 11:00 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Alexandria R. Mares,

My name is Jason Kirkman, and I am cofounder of Tumbleroot Brewery and Distillery here in Santa Fe. I am writing this email in support of Susan's Fine Wine and Spirits, a valued local business and local institution since 2005. I know they have moved out of their location at the corner of St Francis and Cerillos and are hoping to relocate to a space on Agua Fria St. I have seen pictures of the building, have seen and heard about their plans, and I am very excited for them. I firmly believe that they will be an asset to the neighborhood as they are to the community of Santa Fe as a whole.

I have heard that they have received preliminary approval from the State, but will now need to go before the city for licensure approval at this new location. I would like to write a few words on their behalf:

Susan's and its staff have long been known for exemplary and professional service. Their customers are discreet and value Susan's exceptional selection and the expertise of the staff. Susan's is where you go to purchase a bottle of fine wine for a special dinner party or a bottle of spirits as a gift. Our town does have a few liquor stores that cater to people who appear to be down on their luck and are clearly intoxicated. By "cater to" I mean that they openly serve the intoxicated, carry the products they are interested in, and allow them to loiter on and around their property, sometimes panhandling. I recognize that these establishments are unwanted in any neighborhood. Susan's, however, does not attract such a scene - quite the opposite. They carry products selected because of their quality, serve responsibly, and do not allow the intoxicated to congregate near their storefront. Considering their previous location, at the intersection of St. Francis and Cerillos Rd, and the potential of that location for attracting such customers, Susan's must be commended for keeping their business clear of that sad and unfortunate scene.

Susan's supports local businesses and provides ways for local producers to meet customers and build their brand. Susan's has championed Tumbleroot since we began distribution. They recommend us and other Santa Fe brands to the visitors to our city and locals alike. The Susan's staff has visited our production space, knows us and our products well, and tells others about us with knowledge and passion. I know that they also serve as ambassadors to other Santa Fe producers, and we all hold Susan's and its staff in high esteem. Susan's has also created a community of connoisseurs through years of building relationships with customers, learning about their likes and dislikes, and sharing knowledge. We have been invited to share our products at many of the events Susan's has hosted. Through these events, we have met many people who are passionate about beer and spirits and about supporting local businesses. This focus on education and supporting local businesses led Susan's to create a small draft beer program, featuring local beer. They use this feature to host brewery release parties and meet the brewer events that bring customers together with the local producers. I am grateful for all Susan's has done to expand our community.

I hope that Susan's will be considered for license approval at this location. I hope that they will not be seen as just another liquor store, but as the asset to our community that they are.

Please let me know if you would like any other information, or if you have any advice about how to further advocate for this outstanding local business.

Sincerely,

Jason Kirkman



TUMBLEROOT
BREWERY | DISTILLERY

Jason Kirkman
Brewery & Distillery Operations
505.603.4740

MARES, ALEXANDRIA R.

From: Bruce Legler <legler2wa@me.com>
Sent: Sunday, August 1, 2021 11:28 AM
To: MARES, ALEXANDRIA R.
Subject: Liquor License Comments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms Mares,

We would like to support the liquor license transfer to Susan's new location. We have been customers of theirs since they opened.

They are locally owned by honest, reliable people.

This business has been an asset to our Santa Fe community for years. They offer high quality products that are purchased by both the upscale and average citizens and visitors.

Many of their high quality products are not available at most places in our county. And they are sold at fair prices.

Thank you.

Bruce A. Legler, MD
L. Anne Legler
1949 Cerros Colorados
Santa Fe, NM

MARES, ALEXANDRIA R.

From: Alan Statman <al@alstatmanllc.com>
Sent: Sunday, August 1, 2021 11:38 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine & Spirits License

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I understand Susan's license is before the City of Santa Fe for approval of a transfer of their license to a new locational at 632 Agua Fria. I write in support of the application. As a customer I greatly appreciate Susan's efforts to honor my requests for specific items and keep things in stock. I find management and staff especially helpful and prices to be very reasonable. I think we need to support small local businesses and not default to large chains which are often headquartered outside of Santa Fe as well as outside of New Mexico. I think this is particularly important coming out of very strict COVID restrictions. For these reasons and others I have previously stated, I support the license transfer. Al Statman, 2962 Tesuque Overlook, Santa Fe NM.

Sent from my iPad

MARES, ALEXANDRIA R.

From: Robert Rivera <rmrivera@cybermesa.com>
Sent: Sunday, August 1, 2021 11:57 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wines and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of Santa Fe,

I am writing in support of Susan's Fine Wines and Spirits being able to operate at 632 Agua Fria. As a life long resident of 87501 I support small business and look forward to the city approval for licensing and new location.

Sincerely,

Robert Rivera

MARES, ALEXANDRIA R.

From: Russell King <russelk@me.com>
Sent: Sunday, August 1, 2021 12:28 PM
To: MARES, ALEXANDRIA R.
Subject: Regarding Susan's Fine Wines Liquor application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares,

I moved to New Mexico last year, from Seattle, and happened across Susan's Fine Wines. In Seattle I owned a Japanese Sake Bar and a Japanese Soba noodle restaurant. When I found Susan's I was so excited because there was nowhere, in Santa Fe, that I could go to by excellent Japanese Sake except for Susan's. Since SFWS closed I have been ordering sake from out of state which means I'm sending my money to businesses that don't benefit the local economy. To be clear, I'm only doing this because there is nowhere else in Santa Fe quite like SFWS.

In December, SFWS had a silent auction to help first responders. It was neat because I wanted to buy Christmas gifts but through SFWS I was able to also help the local first responders. I like that there was thought for the community and that I was able to get some truly unique gifts.

Susan's took the COVID-19 lockdown very seriously. They limited the number of people going into the store and made sure that we took the guidelines seriously. The clientele, from what I've seen and heard, isn't the "local liquor store" crowd. SFWS caters for people who are looking for something special and unique. I like that they have a reputation for excellence, for helping guests find something new, and for taking their responsibility as a purveyor of alcohol seriously. From working in a bar I know that it takes responsible, thoughtful, and law-conscious people to play a part in public safety. For me, SFWS always demonstrated that community responsibility.

It would be great to have SFWS reopen in a new location. It would be nice to have money going back into the local economy - especially after how hard it was hit by COVID-19.

This is a neat family business that makes their guests feel welcome and provides a unique experience in Santa Fe. It is not like the high-end liquor stores I am used to shopping in in Seattle, WA and Portland, OR. There is nowhere like SFWS and until it comes back I will continue to take my business online which is a shame.

Thanks for listening.

Kind regards

Russell King
5058007253

MARES, ALEXANDRIA R.

From: Kratz, Corinne <ckratz@emory.edu>
Sent: Sunday, August 1, 2021 2:21 PM
To: MARES, ALEXANDRIA R.
Subject: Transfer of liquor license for Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Alexandria R. Mares
Santa Fe City Clerk Office
armares@santafenm.gov

Dear Santa Fe Clerk and Council,

I'm writing in full support of the application and request from Susan's Fine Wine and Spirits to transfer their liquor license from their former location, which they were forced by the landlord to close in favor of a new tenant. Approval of the license transfer will allow them to re-open at a well-suited new location at 632 Agua Fria St.

Susan's Fine Wine and Spirits is an excellent, community-minded local business that has been serving its customers with its superb knowledge of wine and spirits, knowledgeable staff, and warm service for over a decade, nearly 15 years. There really is not a comparable business in town and we do not want to lose them – both for the commercial services they provide, as well as the employment and income they generate for Santa Fe.

The new location will maintain their offerings in a location that is convenient to the northern part of town. The new location includes sufficient parking and will not bring any disruption to the area. There have been restaurants located in that area in the past, as well as other commercial establishments, so allowing Susan's to move there and transfer their license will not be a significant change.

Thank you for the opportunity to express my support for Susan's application to transfer their license. I hope you will decide in favor of this fine Santa Fe business and all its loyal customers, who miss it.

Sincerely,

Corinne A. Kratz
Distinguished Professor of Anthropology and African Studies Emerita
Emory University
PO Box 216
Tesuque NM 87574

MARES, ALEXANDRIA R.

From: Anthony E. Grimaldi <grimaldi@fastmail.com>
Sent: Sunday, August 1, 2021 6:27 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please allow Susan's to move to the new location. I heartily approve and endorse the move. I (we) shall be watching your vote.

Thank you,
Anthony Grimaldi, Ph.D.

MARES, ALEXANDRIA R.

From: Joan Blythe <jblythe@newmexico.com>
Sent: Monday, August 2, 2021 6:27 AM
To: MARES, ALEXANDRIA R.
Cc: 'Nirmala Ganapathy'
Subject: support for Susan's Fine Wines and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares,

My husband, John Clubbe, and I strongly urge you to grant a license to Susan's Fine Wines and Spirits at the proposed new location at 632 Agua Fria Street. It would be an excellent addition to the existing galleries and other business in this area, very appropriate and refined, attracting principally quality customers. Having Susan's in this area would also boost support of the whole struggling Railyard area. And it would be a boon for the downtown Santa Fe hotels .

In addition it would help support the returning tourist economy throughout the Santa Fe area since it would offer at an accessible location near downtown much more in spirit products than the very small shop off east Palace (frankly I am not sure it still exists!).

Susan's is a very longstanding respected business in Santa Fe and .its staff has worked hard to reestablish Susan's in an upscale and neighborhood friendly manner after losing its prior lease to some auto related operation.

Santa Fe should honor Susan's efforts to remain a vital part of the Santa Fe economy.

Sincerely yours,

Joan Blythe and John Clubbe

1266 Canyon Road
Santa Fe, NM 87501

505-988-2913

MARES, ALEXANDRIA R.

From: Robert Burk <robertburk@comcast.net>
Sent: Sunday, August 1, 2021 9:23 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please approve the license for the move contemplated by this business. Susan's staff have significant local expertise on wines and liquor that is not available anywhere else in town. Please support this local business otherwise I will be forced to go to national chain stores. I prefer to keep my money here in Santa Fe.

Thank you for your consideration of this request.

Robert Burk
1290 Lejano Lane
Santa Fe, NM 87501
1+ (206) 3909178

MARES, ALEXANDRIA R.

From: jarratt@jarratt.net
Sent: Sunday, August 1, 2021 9:26 AM
To: MARES, ALEXANDRIA R.
Subject: Public Hearing -- Susan's Fine Wine

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ms. Mares:

As I understand it, this business lost its lease quite suddenly in the only location it has ever known (at the intersection of Cerrillos & St Francis in Santa Fe). It cannot reopen at its new location until the license is transferred, of course. I believe that NM RLD Alcoholic Beverage Control has granted preliminary approval.

This is a well established woman-owned and local business that has a loyal following. During the period it is unable to offer retail services its loyal customers must shop elsewhere. Any business interruption is traumatic — the sooner Susan can reopen the better before its customers develop new shopping patterns.

I am one of its customers and am writing you to urge you to approve the transfer. I understand that there are a lot of statutory requirements that must be met.

Thanks for your consideration.

Best,

Jarratt

jarratt applewhite
lamy, nm
505.577.5335 (cell)

MARES, ALEXANDRIA R.

From: Mark Mulholland <irishvato@yahoo.com>
Sent: Monday, August 2, 2021 9:19 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wine & Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

August 2, 2021

Hello Ms. Mares,

My name is Mark Mulholland.

I am a life long resident of Santa Fe. I have lived near the proposed new site of Susan's (on Irvine) and currently live off Agua Fria on Osito Place.

I see no problems at all in any shape or form for allowing Susan's to open in the proposed site on Agua Fria.

Please approve and allow this locally owned store to continue to provide employment and merchandise for its residents.

Thank you,

Mark Mulholland
505.490.0103

Sent from my iPhone
Thank you

MARES, ALEXANDRIA R.

From: Patrick Smyth <psmyth@alumni.nd.edu>
Sent: Monday, August 2, 2021 11:27 AM
To: MARES, ALEXANDRIA R.
Subject: Comment on behalf Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I've been a resident of Santa Fe for 6 years and currently live in the neighborhood where Susan's is requesting to transfer their liquor license.

I think this business will be a great asset to the neighborhood for the following reasons:

- Their products are carefully curated for their quality and value
- Employees are stable, are knowledgeable, professional, friendly and helpful
- They strive to maintain an open, welcoming, clean, and bright environment at our store

Additionally, they are:

- family owned
- never over crowded, either in the store or parking lot
- focused on stocking rare, hard to find products without price gouging

Their service and knowledge of rare wine and spirits are an invaluable asset to the community!

Please note my unequivocal support in favor of transfer of their liquor license to 632 Agua Fria.

Thank you,

Patrick Smyth

MARES, ALEXANDRIA R.

From: Brenda Shears <Shears@asu.edu>
Sent: Monday, August 2, 2021 11:27 AM
To: MARES, ALEXANDRIA R.
Subject: Recommendation to relocate Susan's Fine Wine & Spirits to 632 Agua Fria

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Alexandria R. Mares
City Clerk's Office
City of Santa Fe
Santa Fe NM

Dear Ms. Mares,

I am writing on behalf of Susan's Fine Wine & Spirits (SF Wine & Spirits, Inc) request to relocate its business to 632 Agua Fria. I have been a customer of Susan's Fine Wine & Spirits since moving to Santa Fe in 2016. I had never expected to have a long-term, delightful, and somewhat personal connection to a wine store, its staff & owners. This store is not your typical purveyor of wine & spirits: It is well integrated into the community, presents a positive and well-run atmosphere, and has a steady but not overwhelming number of customers at any point in time. During the most difficult times of the pandemic when they were able to be open, customers were well served and the concern for the safety of customers and staff was quite apparent. They are good citizens and provide a quality service to a clientele that is responsible and respectful.

I have driven by the new location and find it visually appealing. I see it is a commercial building that fits well into the surrounding area and feel that the type of clientele the store will serve will be quite compatible with that location. I highly recommend the approval of their application to transfer their license to the new location. Please let me know if you would like any additional information.

Sincerely,

Brenda Shears

Brenda Shears
421 Calle Kokopelli
Santa Fe NM 87501
505 3398149

MARES, ALEXANDRIA R.

From: Broken Saddle <gnmw4@aol.com>
Sent: Monday, August 9, 2021 2:58 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Wine application for approval

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Clerk Mares,

I am writing to voice my support for the Susan's Wine application for approval to relocate their business to 632 Agua Fria. This locally owned wine shop has a proven record of providing excellent products and knowledgeable guidance for the many locals who shop there. I think they would be a welcome addition to our neighborhood which has always had a mix of residential and business. The space at 632 lends itself to a retail function. I urge the city to approve their application.

Grace Philips
507 Agua Fria
Santa Fe, NM 87501

(505) 690-6319

MARES, ALEXANDRIA R.

From: Sejal Shah <sejalshah107@gmail.com>
Sent: Monday, August 9, 2021 4:10 PM
To: MARES, ALEXANDRIA R.
Subject: Transfer of Liquor License for Susan's Fine Wine and Spirits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares,

I wish to support the transfer of Susan's liquor license to their new location at 632 Aqua Fria, Santa Fe.

Thank you.

Best,
Sejal Shah
sejalshah107@gmail.com

MARES, ALEXANDRIA R.

From: Leslie Smith <lemonstitch@gmail.com>
Sent: Monday, August 9, 2021 4:33 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Fine Wines

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mares

I am writing to express my support of Susan's Fine Wines and their application to transfer their alcohol license to their new proposed location at 632 Agua Fria. I feel very strongly about supporting a local business that serves the community of Santa Fe responsibly and with the highest regard for their customers. My experience in shopping at Susan's and attending wine tasting seminars has been nothing but positive. Being able to remain in the railyard district would seemingly be most beneficial in serving the needs of their loyal, local clientele and thus keeping their business open and hopefully prosperous once again.

Thank you for your thoughtful and thorough consideration of their application. It would be a shame for Susan's to go out of business.

Sincerely,
Leslie Smith
Santa Fe, NM

MARES, ALEXANDRIA R.

From: haley.dawna <haley.dawna@gmail.com>
Sent: Friday, August 13, 2021 8:22 AM
To: MARES, ALEXANDRIA R.
Subject: 623 Agua Fria St.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Alexis. I'd like to make my concerns in regard to the approval of Susan's locating to 623 Agua Fria.

It is the impact of the proposed traffic flow that is unacceptable. For the record, I live on Agua Fria. The property is on Agua Fria and all traffic should use the legal address. Diverting traffic to Romero Street is unacceptable. The landlord has chosen to landscape over one of the 2 access driveways off Agua Fria. He has misrepresented the property to Susan's.

Has anyone from the board walked/driven the narrow Romero street alley off Agua Fria. It is the last pedestrian thoroughfare to the Railyard for the surrounding neighborhoods. It isnt capable of supporting any more traffic. Go walk it. Is it fair to expect Romero/Manhattan st neighborhoods to shoulder the traffic of an Agua Fria St business because the owner of the building has changed the accessibility of the property without permits? Solve the traffic flow issue and I would welcome Susan's to the neigjborhood.

Dawna Haley
713 Agua Fria St
484-883-1924

MARES, ALEXANDRIA R.

From: Jerry Richardson <jerryrich4@gmail.com>
Sent: Tuesday, August 10, 2021 4:45 PM
To: MARES, ALEXANDRIA R.
Subject: Documents (exhibits) re: 8-16-21 hearing, Susan's Fine Wines
Attachments: Traffic Calming Application.pdf; Manhattan Petition.pdf; Juanita Petition.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Alex,

I am attaching 3 documents that I wish to become exhibits for the hearing in the above referenced matter. Thank you for all of your help with this matter.

Jerry Richardson, President
Guadalupe Historic Neighborhood Association
505-988-5459



City of Santa Fe
New Mexico

**TRAFFIC CALMING
PROGRAM**
Traffic Engineering Division
Public Works Department



TRAFFIC CALMING PROJECT APPLICATION FORM

PROJECT STREET(S)

West Manhattan Ave + Juanita Street

06/30/2020

Date of Application

Emergency Response Route? Y N
(see Map, Appendix C, Traffic Calming Program)

Functional Road Class? Local Collector Minor Arterial
(see Map, Appendix B, Traffic Calming Program)

APPLICANT (include individual contact information)

Name	Laurie Merrill
Neighborhood name (if applicable)	Railyard
Address	540 Juanita Street, Santa Fe, NM 87501
Phone #s	323.244.7388
Fax #	
Email	lauriemerrill@gmail.com

DESCRIPTION OF PROJECT LOCATION

W. Manhattan from S. St. Francis to Romero St.
Juanita St from Paseo de Peralta to W. Manhattan

DESCRIPTION OF TRAFFIC ISSUE

Please see attached sheet

Attach additional information or maps if necessary.

For Office Use

Date Submitted:	Tk 1 <input type="checkbox"/>	Tk 2 <input type="checkbox"/>	Petition Included <input type="checkbox"/>	Application Complete <input type="checkbox"/>
Project #				
Date Surveyed:	Eligibility:			

DESCRIPTION OF TRAFFIC ISSUE

1. Both streets have drivers utilizing excessive and unsafe speeds. Most homeowners are conscious of their speeds, but there are some that are not. There are also a lot of vacation rentals on these streets in which out-of-towners do not regard the speed limit. Cut-through and turn around traffic is a large issue and how fast they drive through the neighborhood.
2. Sidewalks
 - a. Juanita Street has roughly 50% sidewalks constructed and because of how narrow it is it does not seem possible to add more. This puts pedestrians in the road.
 - b. Manhattan Ave has roughly 25% of its sidewalks that are unusable to strollers and wheelchairs because there are telephone poles in the middle of the sidewalks or they become narrow unusable slivers.
 - c. In addition, at the intersections on Manhattan, there are no ramps on the corners so it makes it pretty difficult with a stroller to navigate and impossible if you are in a wheelchair so once again forced into the street
3. Garbage Day blocks off any possible usable sidewalk. Not only for the specific day, but the day before when they are put out early, and if people leave them out then for the day after too.
4. Sight Distance/Visibility Rules. We wonderfully live in an old part of town however, sight distance regulations were not around when front walls were built and interestingly enough there are several new builds in the neighborhood that did not abide by the rules either. This makes for dangerous sidewalks. Many cars come out of their driveways very fast either front-facing or rear-facing and we on more than one occasion have almost been hit. We find it safer to walk in the street. As do many other walkers on Manhattan.
5. Manhattan dead ends. You would think that it makes a safer street, but we find that a lot of people do not realize that it dead ends and come up the street and pretty soon after, race back down the street.
6. Cut-through traffic. Juanita Street is used as a thoroughfare from Paseo de Peralta to Agua Fria or to St. Francis via Manhattan.

CITY OF SANTA FE TRAFFIC CALMING PROGRAM

PETITION TO SUPPORT TRAFFIC CALMING ON:

We, the undersigned, who are residents of the proposed project area support the initiation of a study to look at the management and calming of traffic on W. Manhattan Ave in the Railyard neighborhood.

	NAME (Signed) (Printed)	ADDRESS	PHONE & EMAIL	DATE
1)	<i>Jane Fischman</i> Jane Fischman	818 W. Manhattan # B 87501	505-490-5913	7-5
2)	<i>Robert McDonald</i> Robert McDonald	813 W Manhattan Ave	medonald.r37@yahoo - 5	
3)	<i>Margaret Armstrong</i> Margaret Armstrong	813 ^A W. Manhattan	982-1595	
4)	<i>Loreta Romero</i> Loreta Romero	762 W. Manhattan	920-67677	7/5/20
5)	<i>Gilbert Romero</i> Gilbert Romero	762 ^{1/4} W. Manhattan	310-3853	7/5/20
6)	<i>Lourdes Romero</i> Lourdes Romero	762 ^{1/2} W. Manhattan	670-5843	7/5/20
7)	<i>GEORGE AUST</i> GEORGE AUST	747 W. MANHATTAN	815 490-4454	7/5/20
8)	<i>Jacob Stock</i> Jacob Stock	721 W. Manhattan #B	541-729-8790	7/5/20
9)	<i>NATALIE BRACKETT</i> NATALIE BRACKETT	721 W MANHATTAN #C	423.240.1367	7/6/20
10)	<i>Sylvia Parker</i> Sylvia Parker	822 W Manhattan	512-507-9508	7/5/20
11)	<i>CHERYLE FINLAYSON</i> CHERYLE FINLAYSON	820 W. MANHATTAN AV	505-490-2079	7/5/20
12)	<i>Sri Khalsa</i> Sri Khalsa	711 W. Manhattan Ave	dancer.sri@jhu.edu 505-496-2775	7/5/20
13)	<i>GIOVANNA CARDINALI</i> GIOVANNA CARDINALI	628A MANHATTAN		7/12/20
14)	<i>ANNAMARIA CARDINALI</i> ANNAMARIA CARDINALI	628B W. MANHATTAN AVE	505-983-6237	7/12/20
15)	<i>Joseph Anchondo</i> Joseph Anchondo	848 W Manhattan Ave	505-699-9070	7/14/20
16)				

Petition Signatures collected by: Noure Benelalija Date: July 12/2020

CITY OF SANTA FE TRAFFIC CALMING PROGRAM

PETITION TO SUPPORT TRAFFIC CALMING ON:

We, the undersigned, who are residents of the proposed project area support the initiation of a study to look at the management and calming of traffic on W Manhattan Ave. in the Railyard neighborhood.

	NAME (Signed) (Printed)	ADDRESS	PHONE & EMAIL	DATE
1)	<i>Rita Lyons</i> RITA LYONS	759 W. MANHATTAN AVE #11	505 412-9910	7/1/20
2)	<i>Lisa Beatelli</i> LISA BEATELLI	810 1/2 W. Manhattan	668-1421	7/1
3)	<i>Eliza Woodbury</i> Eliza Woodbury	725 W. Manhattan #B	505 440-3471	7/9
4)	<i>Mary Buck</i> MARY BUCK	811 1/2 W Manhattan	505-699-2893	7/9
5)	<i>Donna Gomi En</i> DONNA GOMI EN	759 W. MANHATTAN AVE #3	505 822 0064	7/12
6)	<i>Caroline Kirkpatrick</i> Caroline Kirkpatrick	755 W. Manhattan Ave.	423-304-2424	7/12
7)	<i>B. King</i> B. KING	755A W. MAN	719-344-4887	7/12
8)	<i>Ben Joyce</i> BEN JOYCE	741 W. MANHATTAN	(505) 699-9035	7/13
9)	<i>Cheryl</i> CHERYL	761 W Manhattan	214-236-6907	7/13
10)	<i>Jean Enright</i> Jean Enright	819 B W Manhattan	980-261-1300	7/14
11)	<i>Elena Sippel</i> Elena Sippel	504 Adolfo St.	610 888 5720	7/20
12)				
13)				
14)				
15)				
16)				

Petition Signatures collected by: Rita Lyons

Date: 7/21/2020

CITY OF SANTA FE TRAFFIC CALMING PROGRAM

PETITION TO SUPPORT TRAFFIC CALMING ON:

We, the undersigned, who are residents of the proposed project area support the initiation of a study to look at the management and calming of traffic on W. Manhattan Ave in the Railyard neighborhood.

(Signed)	NAME (Printed)	ADDRESS	PHONE & EMAIL	DATE
	Vanessa Griego	830 W. Manhattan	vgrigo196@gmail.com 505-629-7740	7.1.20
2)	William Lockhart	770 W. Manhattan	tramlackhart@comcast.com (505) 231-3444	7.2.20
3)	Rick Lockhart			
4)	Mark Ekinoff	511 Alameda St Apt B	markettinoff@gmail.com	7/2/20
5)	Candace Leffler	771 W. Manhattan	candaceleffler@yahoo.com (505) 263-9109	7.2.20
6)	Nancy Ovimer	517 Juanita C	505 810 3553	7/3/20
	Melissa Benedict	819 W. Manhattan	505 231 5931	7/3/20
8)	Morgan Politt	725 W Manhattan Ave, Apt A	512 576 3865	7/3/20
	Nourse Berelati	829 W Manhattan Ave	505 670-3756	7/3/20
10)	Susan Nickelson	811 ^A W Manhattan Ave	540 845 9760	7/4/20
11)	STEVE HATHAWAY	736B .W. MANHATTAN AVE	969-3400	7/7 20
12)	Patrick Grace	736A W. Manhattan	982-0126	7/7
13)	Kenneth Schale	745 W. Manhattan	470-7331	7/7
14)	BRIAN BOYLE	711 W. MANHATTAN #2	468-8531	7/7
15)	CALVIN AGUILAR	715 1/4 W. MANHATTAN	CALVINAGUILAR@GMAIL 930-0848	7/7
16)	GAL GOLDBERG	811 D W. Man	blogal213@gmail.com	7/7

Petition Signatures collected by: Laurie Merrill

Date: 7/20/2020

CITY OF SANTA FE TRAFFIC CALMING PROGRAM

PETITION TO SUPPORT TRAFFIC CALMING ON:

We, the undersigned, who are residents of the proposed project area support the initiation of a study to look at the management and calming of traffic on W. Manhattan Ave in the Railyard neighborhood.

	NAME		ADDRESS	PHONE & EMAIL	DATE
	(Signed)	(Printed)			
1)		CAROLYN KASTNER	517 A JUANITA SANTA FE	415-517-1792	7/14/20
2)		Olivia Bonfigliu	133 Romero Street	505 983 3709	7/19/20
3)		Pam Jones	841 W. Manhattan	505-983-8939	7/19/20
4)		GENE THOMPSON	809 ARTA W MANHATTAN	505 469-8193	7/19/20
5)		GREEN SKOL	736-A W. MANHATTAN	505 690-3285	7/19/20
6)		Dina Glardon	726 W Manhattan	708-275-2249	7/19/20
7)		GRETCHEN BROOK	800 W. MANHATTAN AVE APT A	770 378-7613	7/19/20
8)					
9)					
10)					
11)					
12)					
13)					
14)					
15)					
16)					

Petition Signatures collected by: Laurie Merrill

Date: 7/20/2020

CITY OF SANTA FE TRAFFIC CALMING PROGRAM

PETITION TO SUPPORT TRAFFIC CALMING ON:

We, the undersigned, who are residents of the proposed project area support the initiation of a study to look at the management and calming of traffic on Juanita Street in the Railyard neighborhood.

	NAME		ADDRESS	PHONE & EMAIL	DATE
	(Signed)	(Printed)			
1)		Lucy Viele	550 Juanita St	214-8808 dragonflylucy@gmail	7/1/2020
2)		Betty Gold	528 Juanita St.	310 3519186 505-953-8161	7/1/2020
3)		Penny Holcomb	539 Juanita St.	503-957-1922 penny-trولين@gmail.com	7-1-2020
4)		Vanessa Grego	830 W. Manhattan Ave	505-629-7740 vgrego1969@gmail.com	7.1.20
5)		John McAndrew	516 Juanita St #1	505-577-3917 JohnJMcAndrew@mac.com	7.1.20
6)		Louis Alard	521 Juanita	505 469-5239	7-2-20
7)		Nancy Quimet	517 Juanita C	505 310 3553	7/3/20
8)		Vicki Maenchen	525 Juanita St B	505-720-0301	7/4/20
9)		Polly Goss	543 Juanita C	505 231 4288	7/7/20
10)		CAROLYN KASTNER	517 A JUANITA	415-517-1792	7/4/20
11)					
12)					
13)					
14)					
15)					
16)					

Petition Signatures collected by: Laurie Merrill

Date: 7/20/2020

MARES, ALEXANDRIA R.

From: William Easton <dtrranch@volcano.net>
Sent: Thursday, August 12, 2021 10:57 AM
To: MARES, ALEXANDRIA R.
Subject: Susan's at 632 Agua Fria, Santa Fe, NM. (ABC License)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Alexandria R. Mares:

I am writing to express my support for a final alcoholic beverage license/permit for Susan's at 632 Agua Fria, Santa Fe, NM. I am a wine aficionado and I feel this would be an appropriate location for a fine wine shop in the City of Santa Fe.

Thank you for considering my support for Susan's and their new location. They are a great resource and asset to the community.

Sincerely,

Bill Easton
815 East Palace, #8
Santa Fe, NM 87501

MARES, ALEXANDRIA R.

From: Susan Munroe <susan@munroesmith.com>
Sent: Wednesday, August 11, 2021 2:44 PM
To: MARES, ALEXANDRIA R.
Subject: Susan's Wine Shop

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern:

As landlord of the property at 701 Dunlap in the Historic Guadalupe neighborhood, I object to the consideration much less approval of a liquor store/wine shop operation directly across Agua Fria St. from a HUD housing project. This project is noisy all afternoons and evenings as young caregivers and staff constantly play boom boxes and gun their vehicles in the parking lot.

A store such as Susan's is appallingly inappropriate in the proposed location as it is. The Increased noise of Delivery trucks on Agua Fria, a busy two lane artery with busses and speed bumps, and temptations to the area's disadvantaged and homeless populations will devalue real estate investments and sales in an area that, because of the Railyard development, was experiencing improving values and lifestyles. Finally, common knowledge tells us that a liquor store is an invitation to criminal activity and trash.

Please don't devalue homeowners and investors efforts to live in a clean, safe urban environment.

They've worked hard for what they have and want improvement to rather than impairment of their lifestyles. Thank you for your consideration.

Susan Munroe

Susan@MunroeSmith.com
7408-B Old Santa Fe Trail
Santa Fe, NM 87505
Cell: 505-577-5630

MARES, ALEXANDRIA R.

From: Rosemary S Minard <RSMinard@Earthlink.net>
Sent: Tuesday, August 10, 2021 5:27 PM
To: MARES, ALEXANDRIA R.
Subject: RE: Hearing on Transfer of Liquor Licence for Susan's Fine Wines & Spirits to 632 Agua Fria Street
Attachments: IMG_1023.jpg; IMG_1025.jpg; IMG_1030.JPG

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Rosemary Minard. I live at 534 Alarid Street in Santa Fe. I am writing to urge the City to deny approval of Susan's Fine Wines & Spirits' liquor license transfer to 632 Agua Fria Street as the proposal currently exists. My objection is not to the store's change of location, but because of its current plan to provide access to the property via Romero, West Manhattan, and Alarid Streets. If you are not the appropriate person to receive this statement, please advise me of the correct recipient.

Allowing access to 632 Agua Fria St. via the above-mentioned streets will add greatly to existing neighborhood traffic and create and further exacerbate potentially irreversible dangers to both motor vehicles and pedestrians (see attached photos) for the following reasons:

The neighborhood, almost entirely residential, accessed by these streets is old and dense, with multiple houses filling deep, narrow lots, and few garages. Consequently, on-street parking by residents is permitted on one side of the street only (on Romero and W. Manhattan). Furthermore, W. Manhattan and Romero Streets are extremely narrow. (Romero is approximately 9'9" at its intersection with Agua Fria; it is also one-way with ingress heading south from Agua Fria only. W. Manhattan is about 24 to 25' wide.) With a car parallel-parked on either of these streets, it is not possible for cars coming from opposite directions to pass one another; one has to pull over and wait until the other has passed. Three large condo developments on Romero and W. Manhattan Streets add further to existing traffic congestion. Sidewalks on all three streets are either extremely narrow or nonexistent; therefore many people walk in the streets, particularly when there are events at the Railyard.

Three years ago (June, 2018) City Council voted unanimously to close the southernmost access into the old Alvord Elementary School property at 551 Alarid St. as part of the redevelopment master plan submitted for approval of rezoning of the property to BCD; the northernmost entrance on Alarid St. would be restricted to ingress only. Council approved this provision to restrict traffic through the same neighborhood whose safety is now being threatened by the access proposed in Susan's current application for transfer of its liquor license. City Council should be consistent in its commitment to preserving the safety and security of established residential neighborhoods by denying commercial-related vehicular access that increases congestion and endangers the safety of residents.

Agua Fria Street is already a major city artery. Driveways currently exist on each side of 632 Agua Fria Street. With minimal grading and paving these driveways can easily be made suitable for access to the parking lot behind the building. Furthermore, the owner of the property also owns adjacent properties on Agua Fria Street with areas that might be made suitable for access to the 632 site.







MARES, ALEXANDRIA R.

From: Bernie Minard <BFMinard@Earthlink.net>
Sent: Wednesday, August 11, 2021 5:53 PM
To: MARES, ALEXANDRIA R.
Subject: Santa fe city review of request to transfer liquor/business license of Susan's Fine Liguors to 632 Agua Fria St
Attachments: IMG_1495.jpg; IMG_1497.jpg; IMG_1496.jpg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The license to operate this business in our neighborhood should not be permitted because of added danger to residents, causing someone to be seriously hurt, or worse. The details of the business proposal indicate all traffic departing this business location, as well as some traffic heading into this business including all large delivery trucks,, must drive along Romero St. (about 23 ft wide and allowing parking on one side) towards the intersection of Romero and Manhattan, then west onto Manhattan (of varying width, in some places about 20 ft wide with sidewalks as narrow as 12 inches as will be seen in 2 photos attached), to drive west on Manhattan towards the intersection with St. Francis Drive, but drivers could optionally at the intersection of Manhattan and Alarid turn South onto Alarid St. which at that intersection has no usable sidewalks on either side of the street (shown in 1st photo attached) requiring all pedestrians to walk in the street.

Regarding the danger on 23 ft wide Romero street, a pickup truck spans about 7 ½ feet from side window to side window, so parked vehicles leave slightly more than 15 feet for 2 cars to pass in opposite directions. Those of us in the neighborhood don't attempt to pass a vehicle on either Romero or Manhattan with just inches to spare coming in the opposite direction when a vehicle is parked at the curb. Added heavy business traffic would reduce drivers' patience with our wait-until-safe driving practice, as well as adding drivers unfamiliar and impatient with this practice, and therefore add danger.

The 1st photo is taken on Alarid St. at the intersection of Manhattan and Alarid St, showing legal parking on both sides of Alarid and no usable sidewalks on either side of Alarid at that corner. The missing sidewalk is not too clearly shown next to the white car on the left side in the photo because that car parked there partially blocks the view, but that narrow sidewalk dwindles down to nothing but curb nearer the North end of Alarid St., while on the right in the photo the sidewalk is about 12 inches wide, so pedestrians must walk on the street side of that white car as well as on the street side of the darker-colored pickup and car on the other side of the street. Walking through this area is dangerous but would be more so with more traffic, especially traffic of drivers not familiar with these several dangerous street conditions.

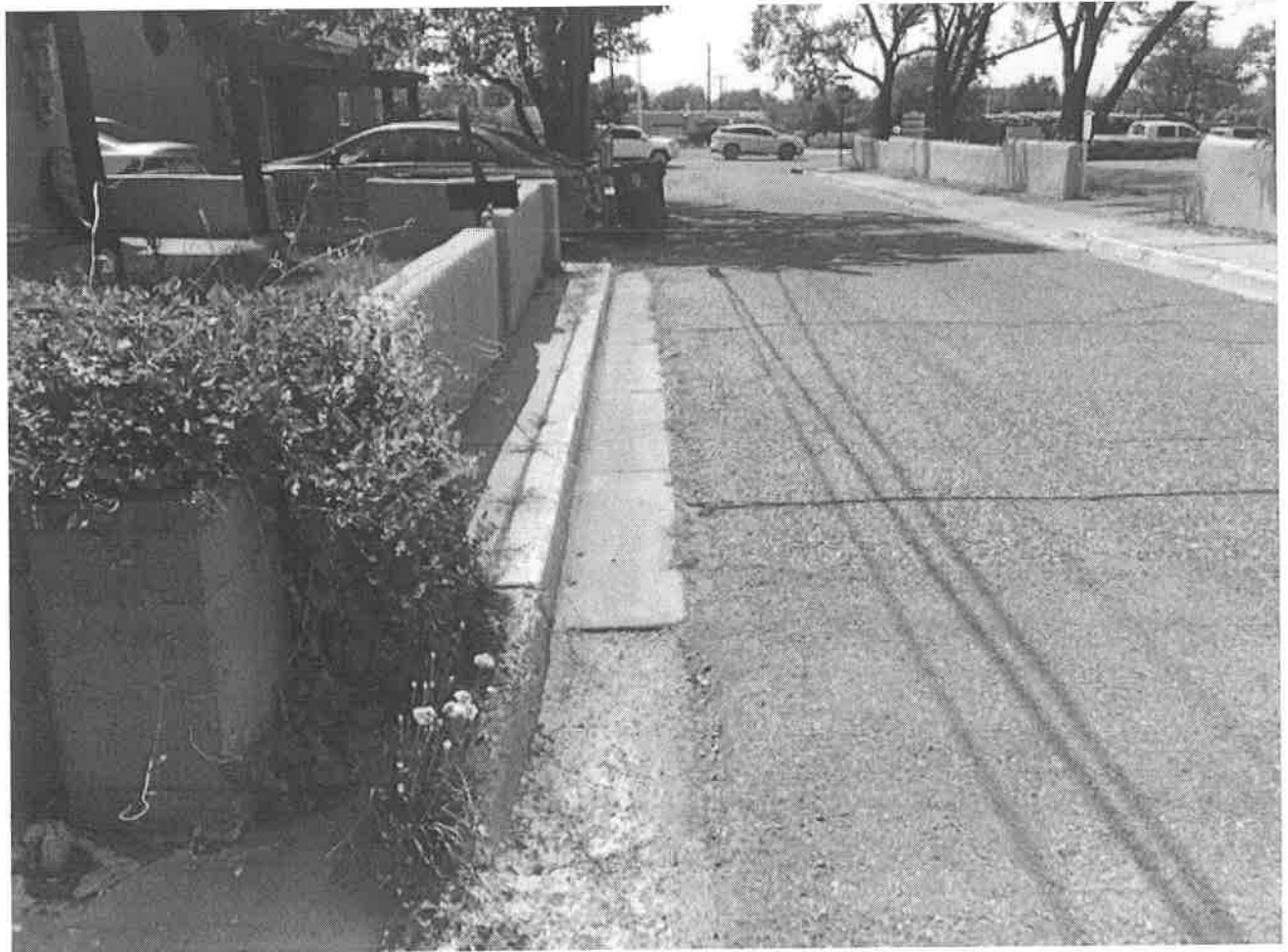
The 2nd photo is taken on Manhattan St. near St. Francis Drive looking east, showing the sidewalk about 12 inches wide and the street about 20 ft wide, dangerous for both pedestrians and drivers.

The 3rd photo is taken on Manhattan looking west toward St. Francis, showing sidewalks about 18 inches wide and the street about 20 ft wide, and shows a Santa Fe trash container at the curb on Manhattan St. and brings in the issue of added difficulty and danger on Monday evenings and throughout the day on Tuesdays when trash and recycle bins are placed at the curb or on the narrow sidewalks on all three streets and take up some of the street width available for cars.

I attended a multi-hour Sunday afternoon neighborhood meeting on this subject attended by over 50 residents as well as the business owner and his associates, where about 20 residents spoke publicly and mentioned also the increased danger of residents trying to back out of their driveways onto these narrow streets under conditions of higher traffic,









PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: SF Wine & Spirits, Inc
Proposed Location: 832 Agua Fria St, Santa Fe, 87501
In the City of: santa fe

Summarize your comment or concerns, attach addition pages if necessary:

On the corner of Agua Fria, the street Romero street is a 1 way street that people do not respect. My apartment is next to the building, I am a single dad of a child. I have people parking in front of my house on a weekly basis, there is not enough fencing to protect privacy, curbside and high concerns reposing of liquor consumption. No NEED of Trash, Drunk people WHICH is ALREADY a problem on Romero street and a gas pump with the proximity of the Railyard. Thank you.

Your Name: Alban Cessieux Date: 8/12/2021

Your Street Address: 124 Romero St #1

City: Santa Fe State: NM Zip: 87501

How may we contact you?

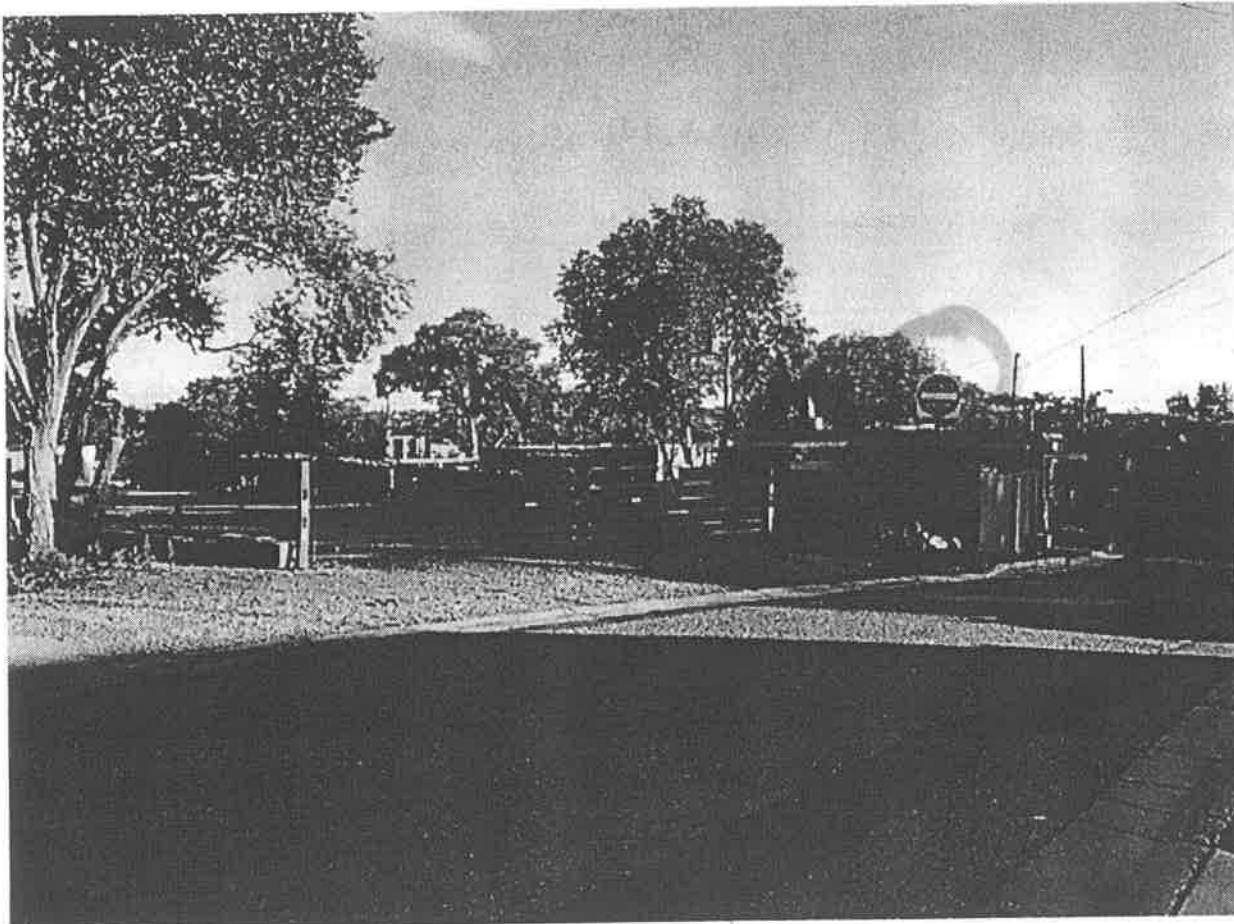
Phone: 505 970 3581 E-mail: acessieux@hotmail.com

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101. Revised 2/8/2021

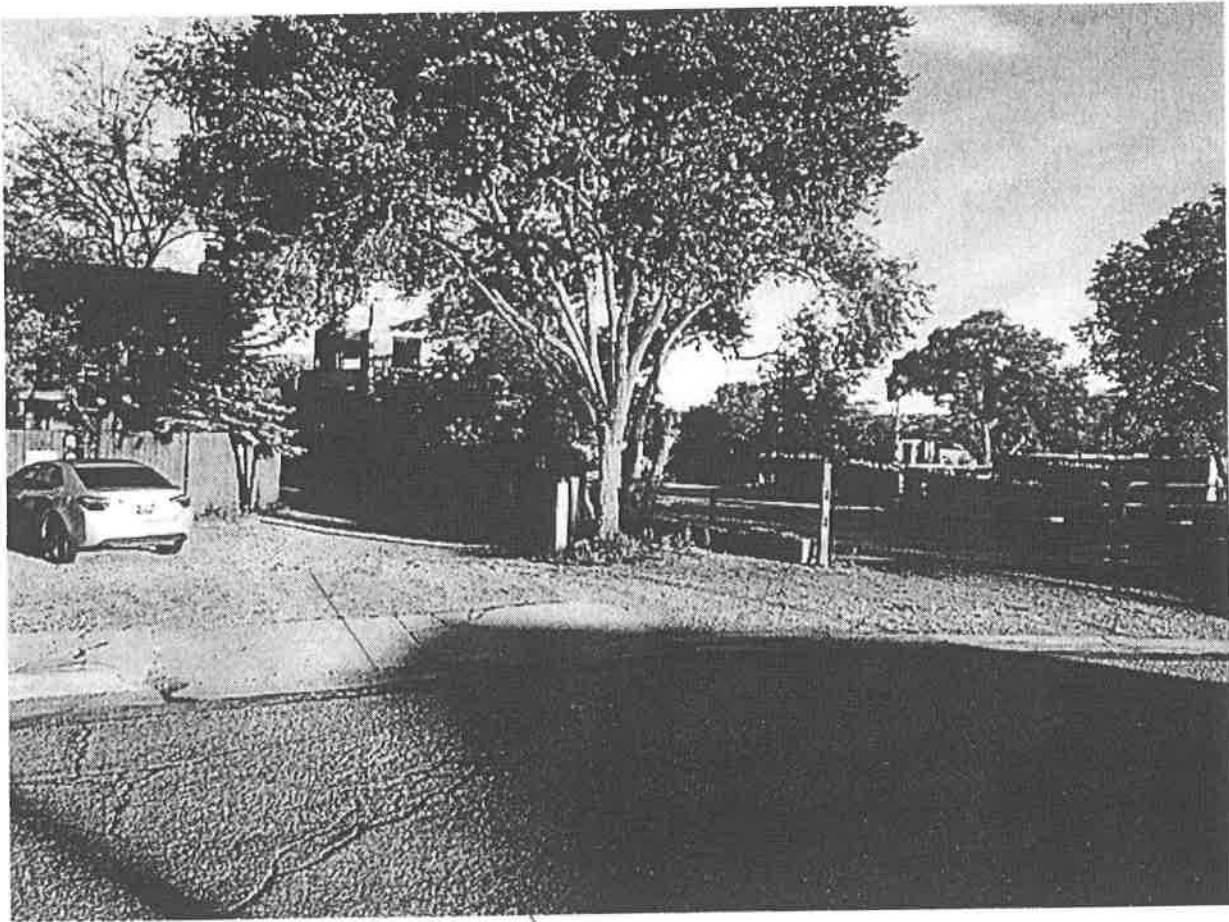


Alban Cessieux

From: Alban cessieux <albancesieux@gmail.com>
Sent: Friday, August 13, 2021 9:34 AM
To: Alban Cessieux
Subject: Photo

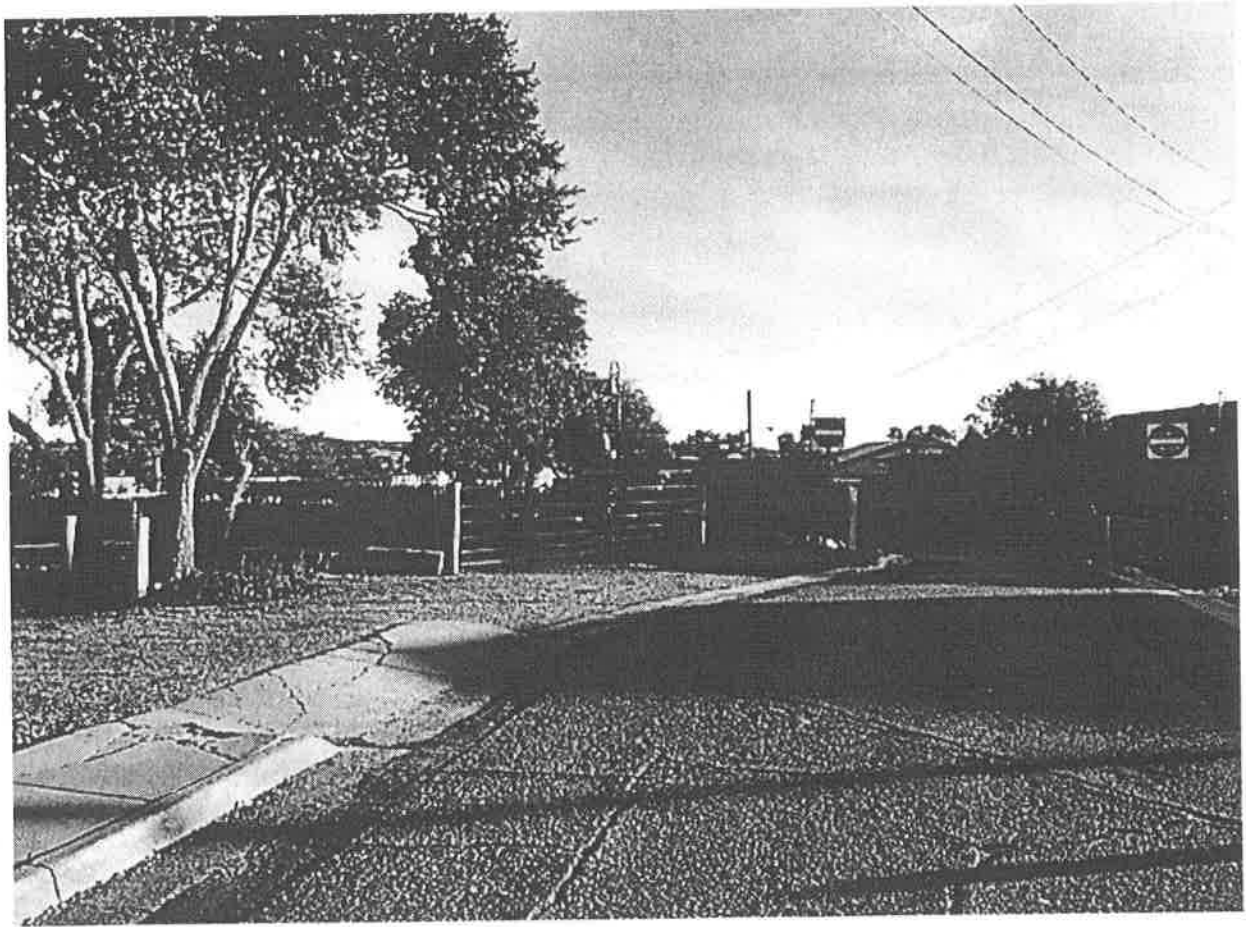


↓ This cannot be an entrance to a liquor store in such a narrow street



Sent from my iPhone

I live here
I can not have more
trash or drunk people
sitting or parking in my lot.
Remero street should not be an entrance for a
liquor store. Thank you!



Public Objection to Susan's Proposed Use of Romero Street for Ingress/Egress 8/12/21

The entrance to Romero Street from Agua Fria, in the Historic Guadalupe Neighborhood District, is narrow, partly one-way, with no sidewalks, yet is used by pedestrians, dog-walkers and cyclers taking chances with the cars and trucks. The street eventually widens into two lanes, but, parked cars, UPS and FedEx trucks and construction vehicles often make passage difficult. Susan's Fine Wines & Spirits site on Agua Fria is proposing to use Romero Street as ingress/egress for their customers and delivery trucks, which would greatly increase the amount of traffic in this quiet historic neighborhood. Therefore, the residents of Romero Street and other adjacent neighborhood streets consider this proposed use to be a Health Issue and Safety Hazard.

Even Mr. Bowlin, one of Susan's owners, in an article in the Reporter dated May 27, 2021, agreed that: "access to parking, which would primarily make use of **the tiny, one-way Romero Street—is tricky**". Tricky doesn't begin to describe the issue (please review attached photographs) and the safety concerns that it creates. Romero Street, essentially an alley from Agua Fria heading south has room for no more than one vehicle. There are houses and galleries with driveways on each side of the alley. There have been incidents of cars hitting the houses in that area and near misses of pedestrians. The remaining part of Romero Street which is two-lane is often crowded with Railyard/Farmer's Market overflow parking. The increased traffic from Susan's customers and delivery trucks will contribute to the daily congestion on this narrow street and negatively impact the health and safety of the whole neighborhood because the southern approach to Romero Street is via West Manhattan, Alarid and Juanita, equally narrow residential-only streets.

Agua Fria is a main thoroughfare. The proposed site for Susan's faces Agua Fria and has two driveways, on the East and on the West of the building. These should provide ingress and egress to the 15-car parking lot behind the building, not Romero Street.

If Susan's owners (and their landlord) open the access from Agua Fria on both sides of their building to the parking lot, we believe that this would effectively answer the neighborhood community's concerns.

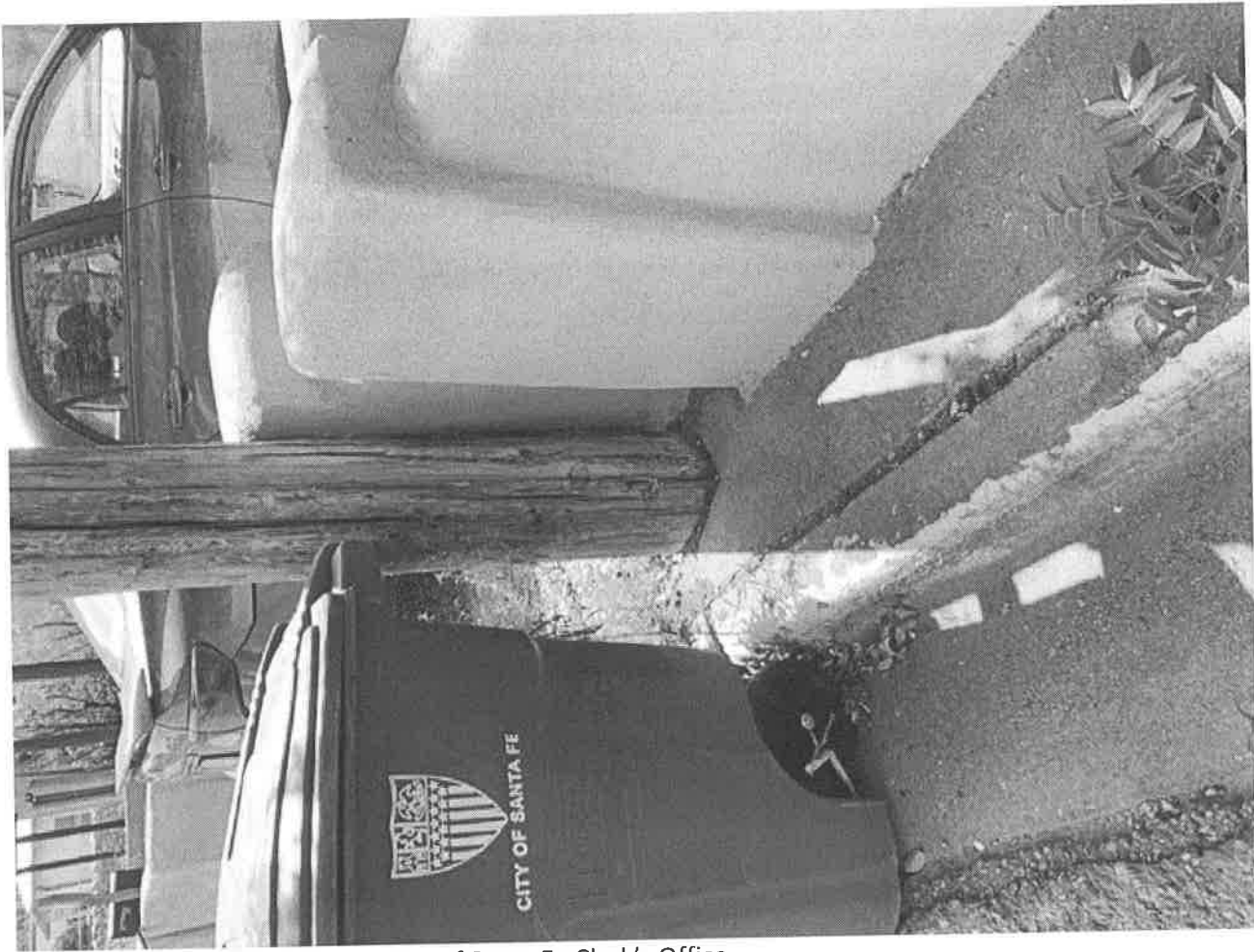
Respectfully submitted by Vonnell Bettencourt and Mary Layne
Residents of 132 Romero Street

MARES, ALEXANDRIA R.

From: Daniel Cleavinger <dancleavinger@gmail.com>
Sent: Friday, August 13, 2021 12:09 PM
To: MARES, ALEXANDRIA R.
Cc: jerryrich4@gmail.com
Subject: Photo Exhibits for SF Wine and Spirits liquor license transfer hearing, Chris Graeser, hearing officer, scheduled on August 16, 2021 at 4:00 PM.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.





Attention: Alexandria R Mares, City of Santa Fe Clerk's Office

Attached are four photographic files showing sidewalk obstructions on West Manhattan Avenue between Alarid Street and St. Francis Drive. These obstructions, among many others, and narrowing sidewalks require all pedestrians to walk on West Manhattan Avenue itself between the aforementioned streets.

Of course, this is a serious safety and health issue for many people, including those who use W Manhattan to walk to Railyard events, such as the SF Farmers Market. This safety concern can only get worse if Susan's Fine Wine requires its patrons to enter and exit its new location at 632 Agua Fria via Romero Street and W Manhattan.

Because of the often speeding vehicles on W Manhattan, a request for speed bumps on W Manhattan and Juanita Streets was made by the affected neighborhood via a Traffic Calming Project Application on June 30, 2020. This application, with signed petitions from the neighborhood, has already been submitted for the August 16, 2021 hearing by Jerry Richardson. The application was denied.

Please include this email and printed out photo attachments in the record for consideration by the hearing officer. Thank you for your assistance.

Dan Cleavinger, 819 W Manhattan Ave., 505-609-0250

Sent from Mail for Windows

MARES, ALEXANDRIA R.

From: Jerry Richardson <jerryrich4@gmail.com>
Sent: Friday, August 13, 2021 11:14 AM
To: MARES, ALEXANDRIA R.
Subject: Exhibits I am sending this morning for inclusion in the record for Susan's Fine Wines hearing on 8-16-21

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Alexis,

I wanted to give you a heads up that I will be forwarding 5 or 6 emails I have received with captioned photos that I will be referring to in my presentation to the Hearing Officer for Monday's hearing concerning the transfer of the Dispenser's License for Susan's Fine Wines. These were all sent to me by a member of the Historic Guadalupe Neighborhood Association, a Mary Layne. They are being sent in several emails because of the size limits for email messages which can be exceeded if too many photos are included at one time. I wish that all of these photos be included in the Hearing Officer's packet as exhibits which I will refer to during my presentation at the hearing. Thank you for your assistance with this. Please contact me if you have any questions or if you do not receive my subsequent emails and attached photos.

I will look forward to receiving the link for the Zoom hearing, which link will allow participants who sign in to offer testimony at the hearing, which you promised to send me when it is available.

Jerry Richardson, President
Historic Guadalupe Neighborhood Association
505-988-5450

MARES, ALEXANDRIA R.

From: Jerry Richardson <jerryrich4@gmail.com>
Sent: Friday, August 13, 2021 11:15 AM
To: MARES, ALEXANDRIA R.
Subject: Fwd: 3 photos Susan's with east/west driveways captioned
Attachments: IMG_6054.JPG; IMG_6053.JPG; IMG_6052.JPG

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

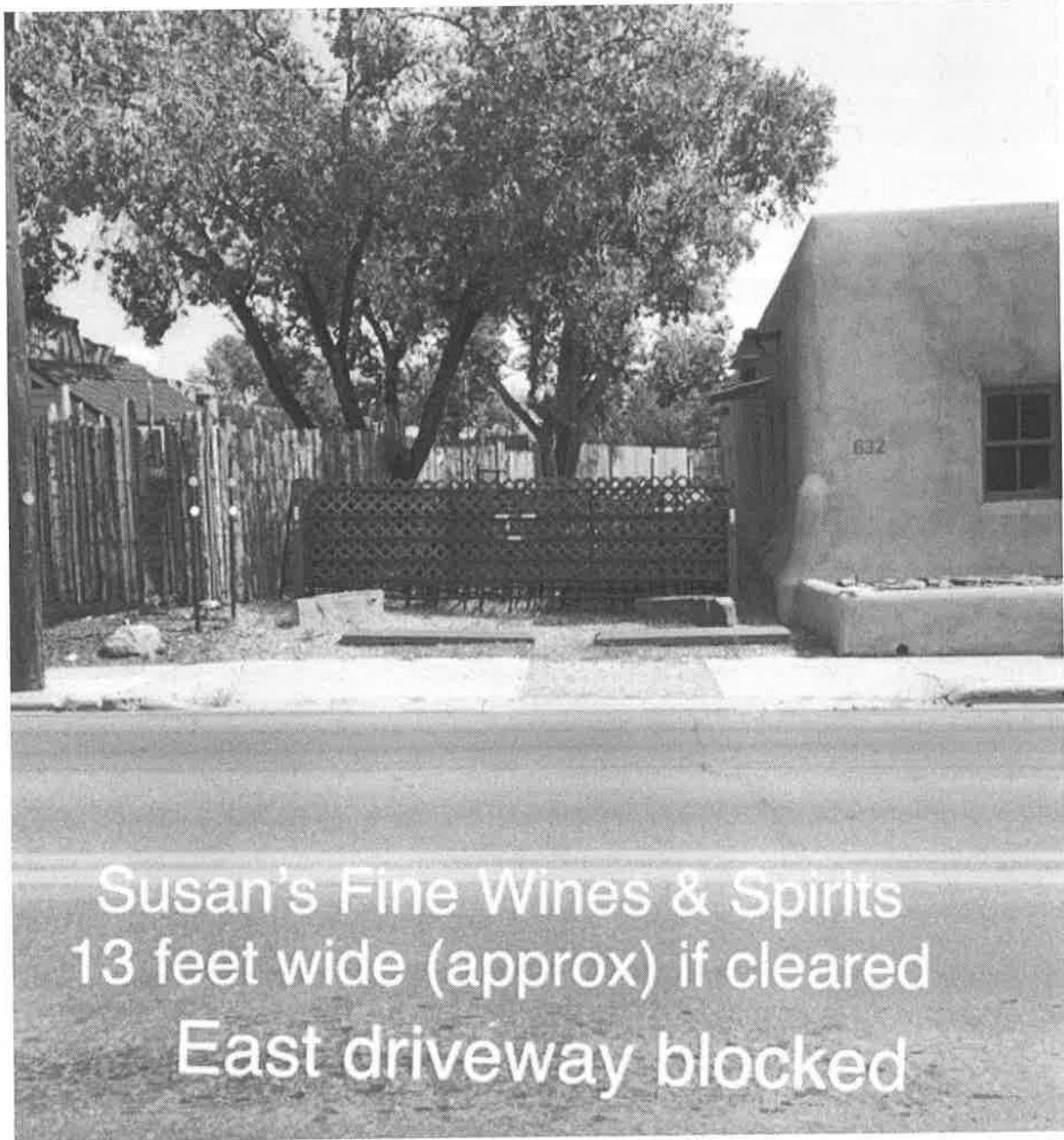
Alex, here are the first three photo exhibits.

Jerry Richardson

----- Forwarded message -----

From: **Mary Layne** <mary@mary-layne.com>
Date: Thu, Aug 12, 2021 at 10:13 PM
Subject: 3 photos Susan's with east/west driveways captioned
To: Jerry Richardson <jerryrich4@gmail.com>

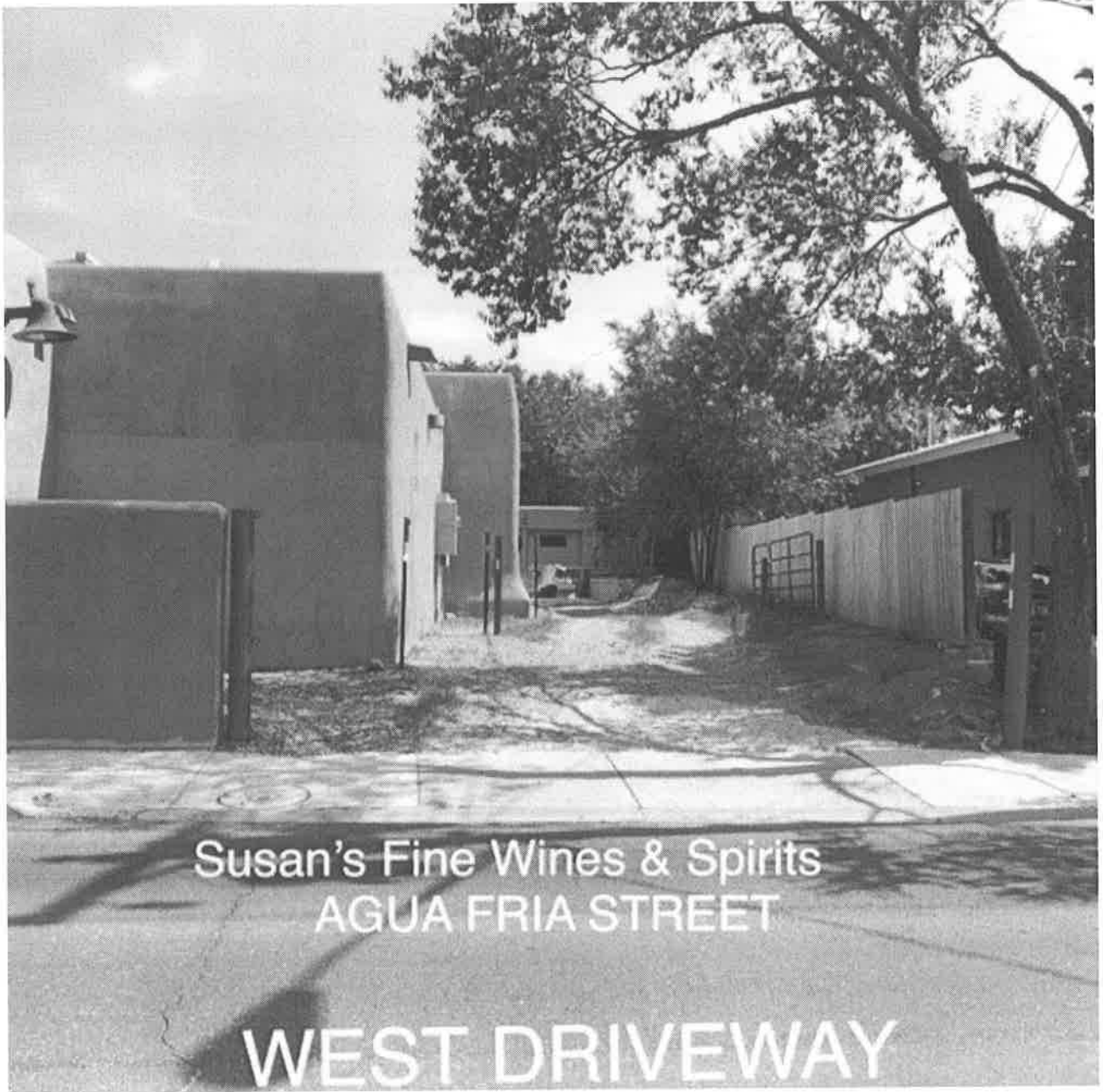
Sent from my iPhone



Susan's Fine Wines & Spirits
13 feet wide (approx) if cleared
East driveway blocked



SUSANS FINE WINES
632 Agua Fria Street



Susan's Fine Wines & Spirits
AGUA FRIA STREET

WEST DRIVEWAY

MARES, ALEXANDRIA R.

From: Jerry Richardson <jerryrich4@gmail.com>
Sent: Friday, August 13, 2021 11:16 AM
To: MARES, ALEXANDRIA R.
Subject: Fwd: 6 pics point out dangers of one way with Captions
Attachments: IMG_6057.JPG; IMG_6058.JPG; IMG_6059.JPG; IMG_6060.JPG; IMG_6063.JPG; IMG_6062.JPG

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

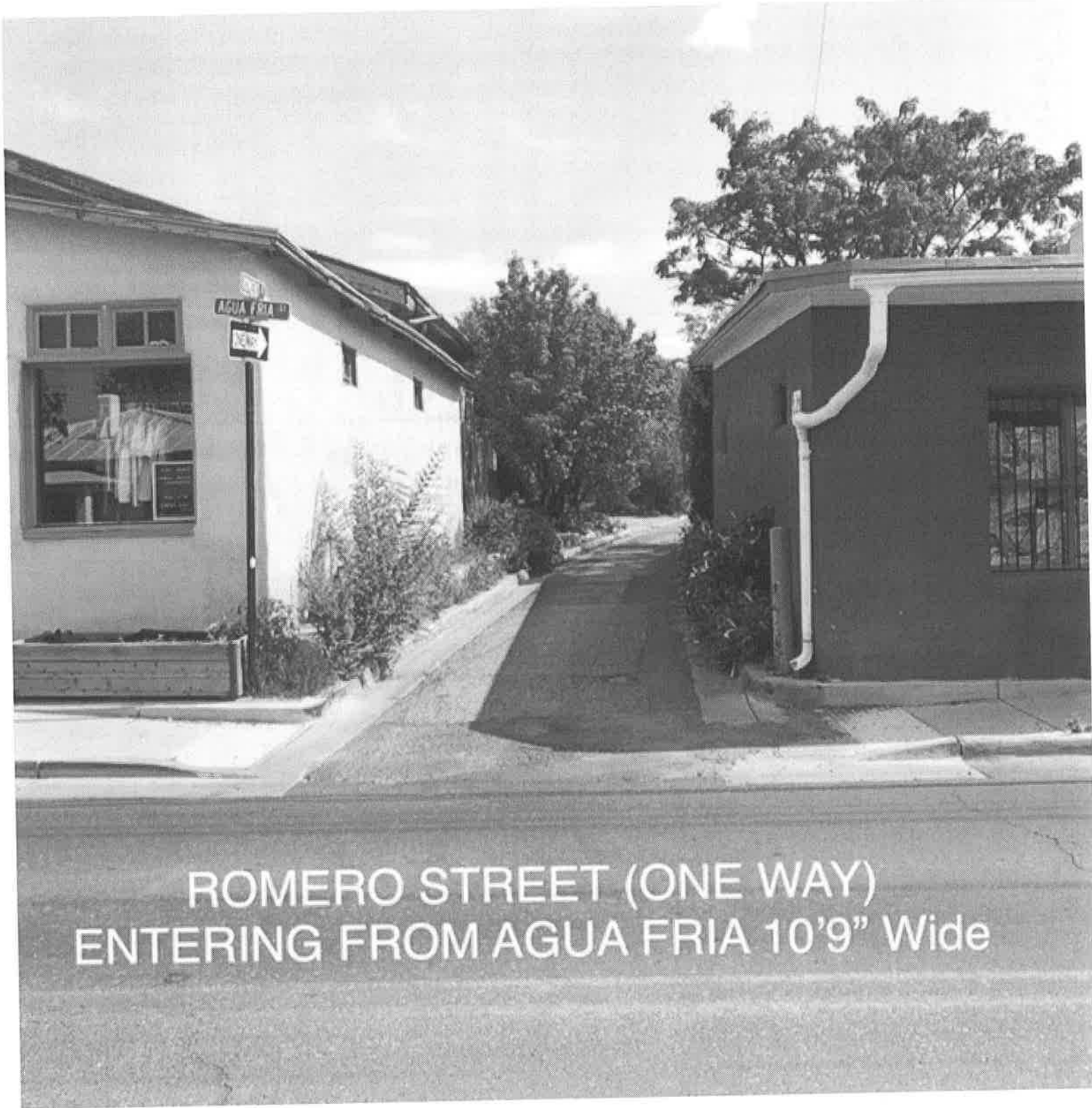
Alex, here are 5 photos of the one way portion of Romero Street.

Jerry Richardson

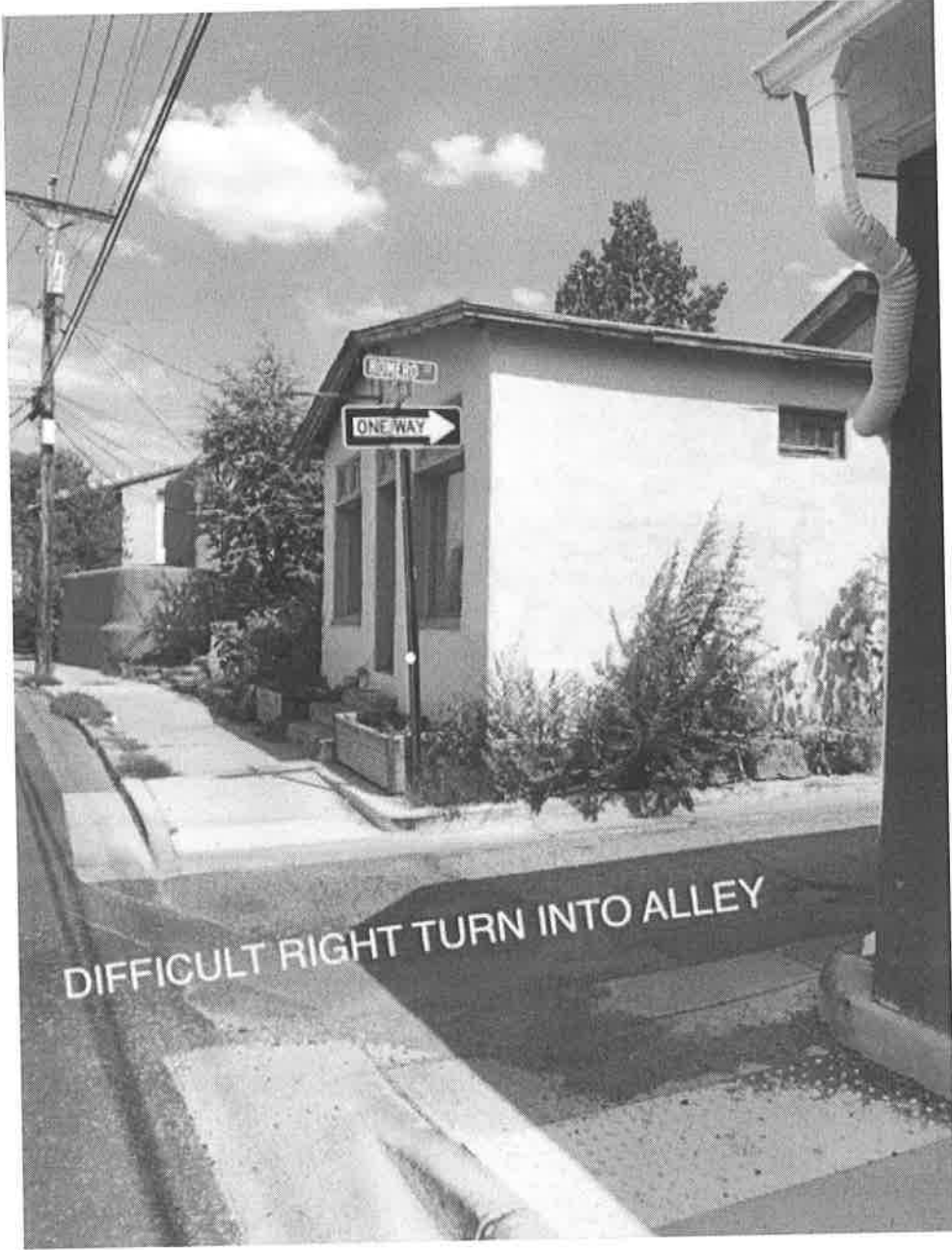
----- Forwarded message -----

From: **Mary Layne** <mary@mary-layne.com>
Date: Thu, Aug 12, 2021 at 11:35 PM
Subject: 6 pics point out dangers of one way with Captions
To: Jerry Richardson <jerryrich4@gmail.com>

Sent from my iPhone



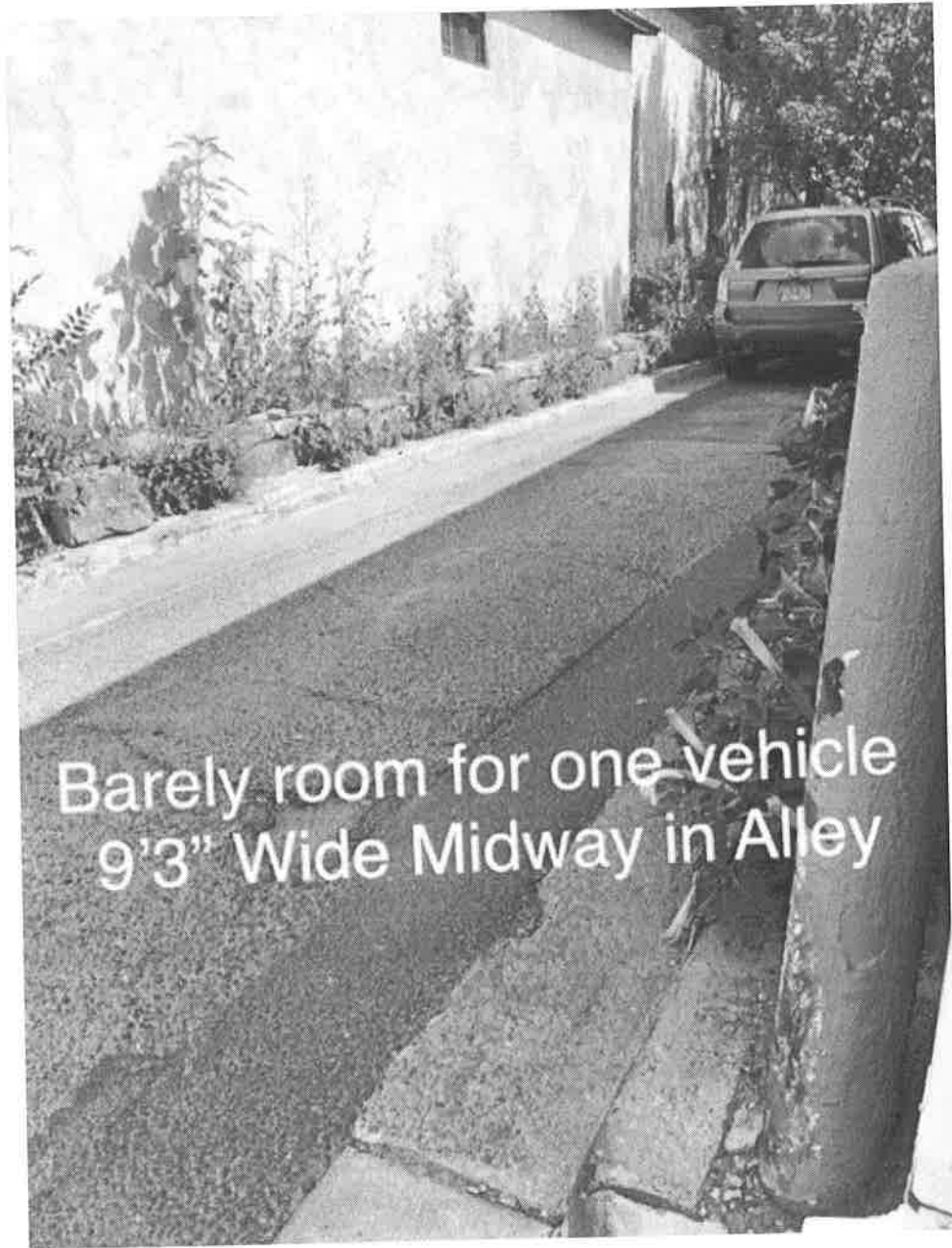
ROMERO STREET (ONE WAY)
ENTERING FROM AGUA FRIA 10'9" Wide

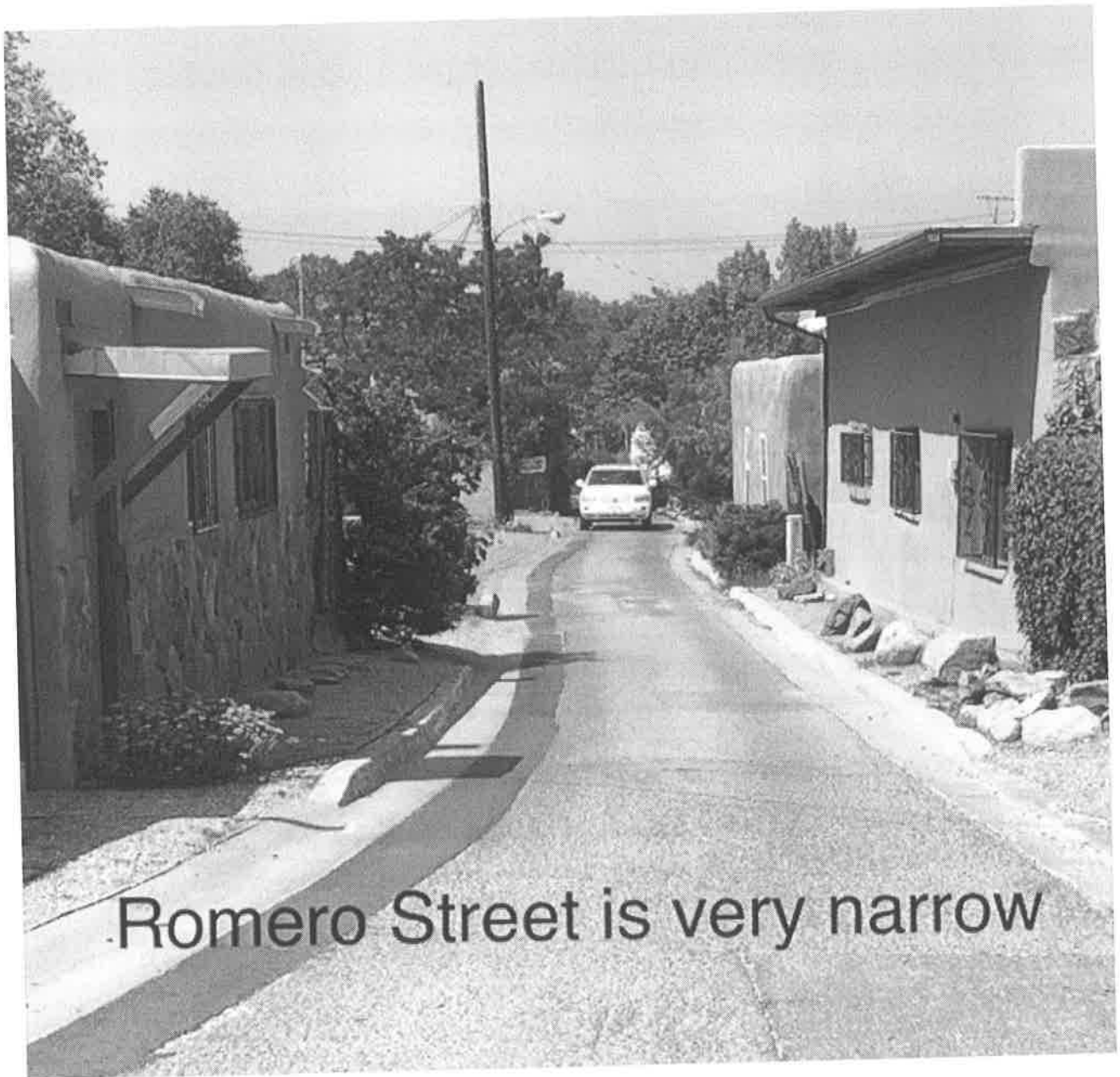


DIFFICULT RIGHT TURN INTO ALLEY

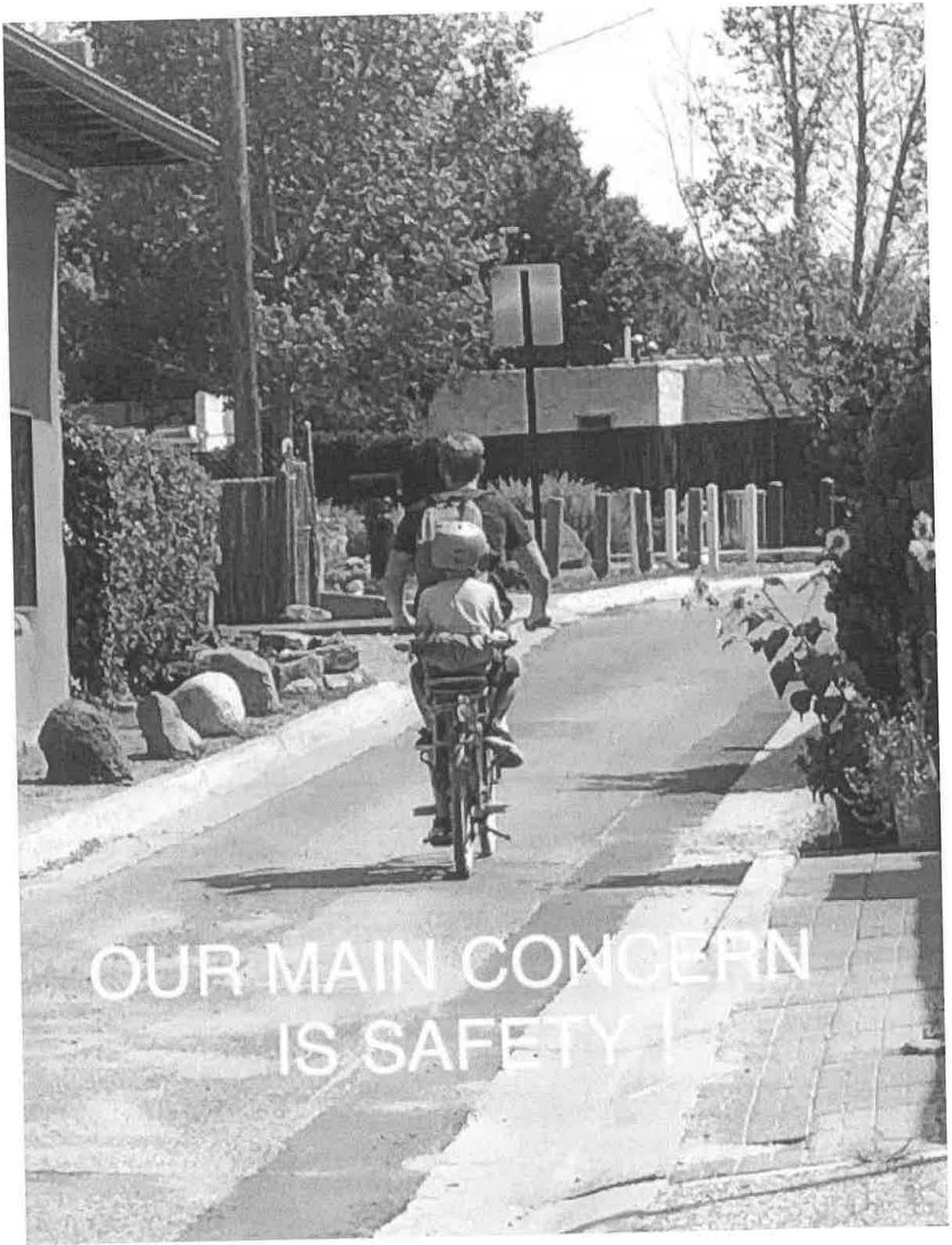


NO SIDEWALKS EITHER SIDE





Romero Street is very narrow



OUR MAIN CONCERN
IS SAFETY!

MARES, ALEXANDRIA R.

From: Jerry Richardson <jerryrich4@gmail.com>
Sent: Friday, August 13, 2021 11:19 AM
To: MARES, ALEXANDRIA R.
Subject: Fwd: Zalo's pics: UPS Truck Romero Street/end of two way/W. Manhattan with bollards (Captioned)
Attachments: IMG_6049.JPG; IMG_6050.JPG; IMG_6051.JPG

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Alex, Here are 3 more photos of a different portion of Romero Street.

Jerry Richardson

----- Forwarded message -----

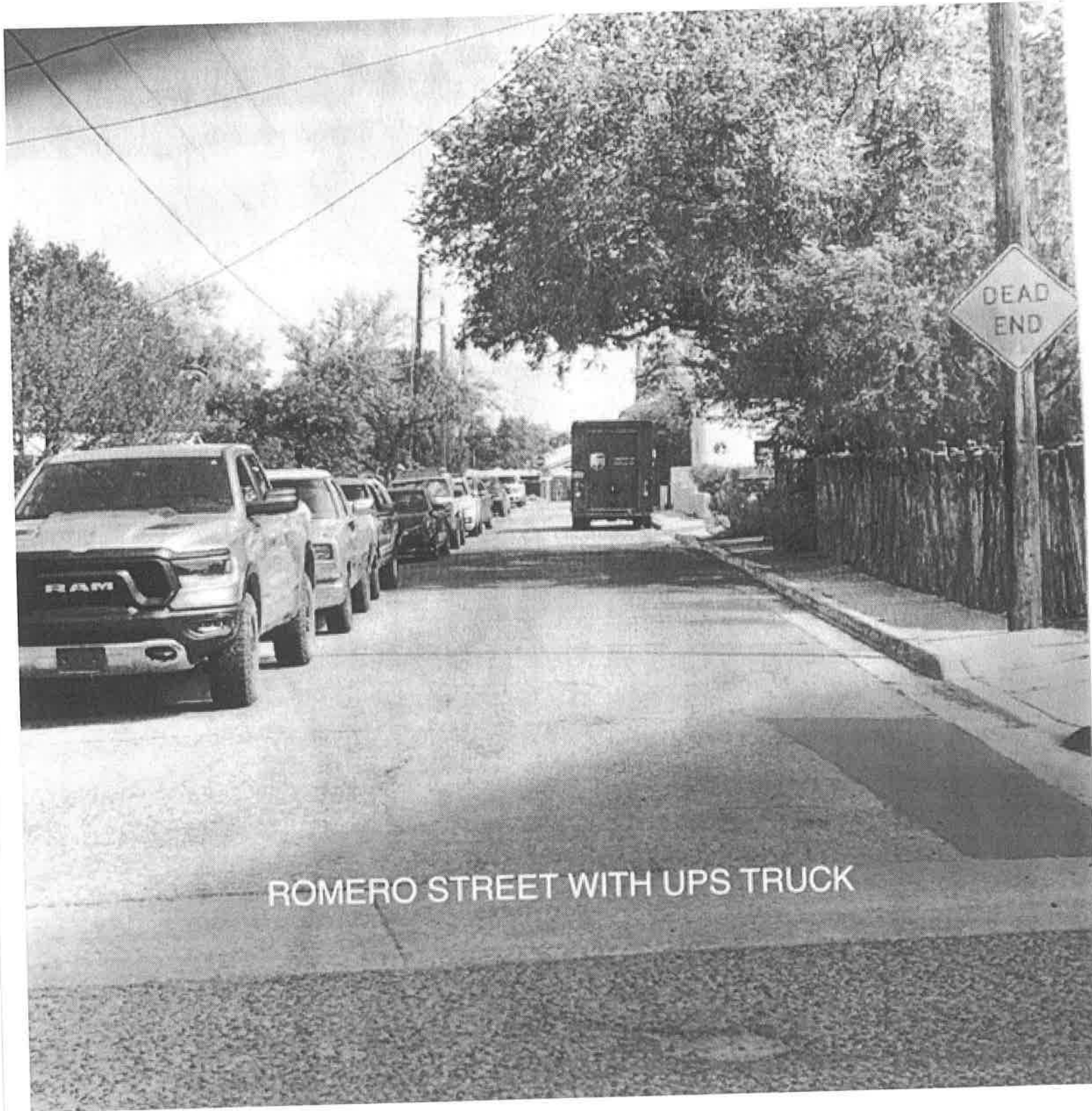
From: Mary Layne <mary@mary-layne.com>

Date: Thu, Aug 12, 2021 at 10:11 PM

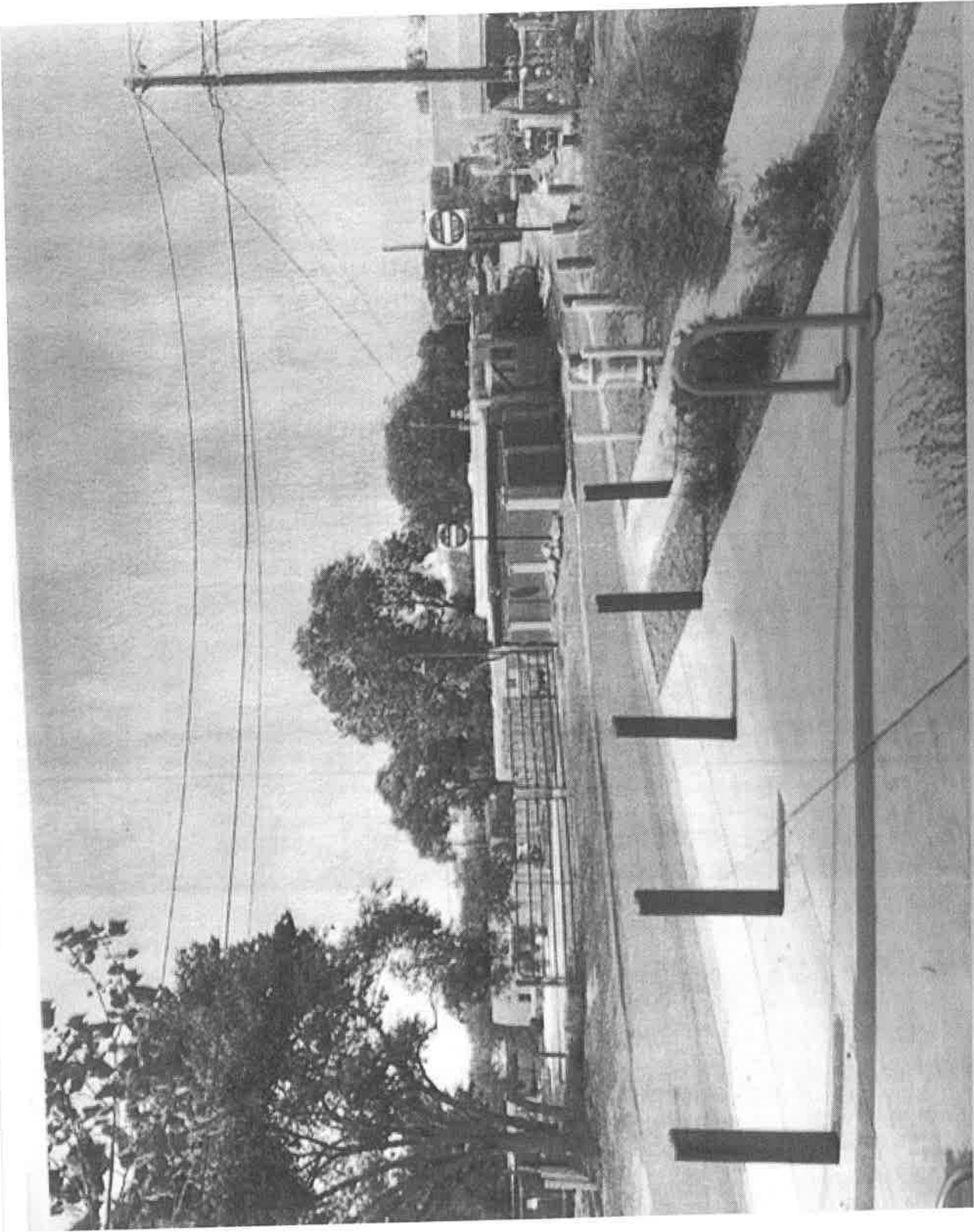
Subject: Zalo's pics: UPS Truck Romero Street/end of two way/W. Manhattan with bollards (Captioned)

To: Jerry Richardson <jerryrich4@gmail.com>

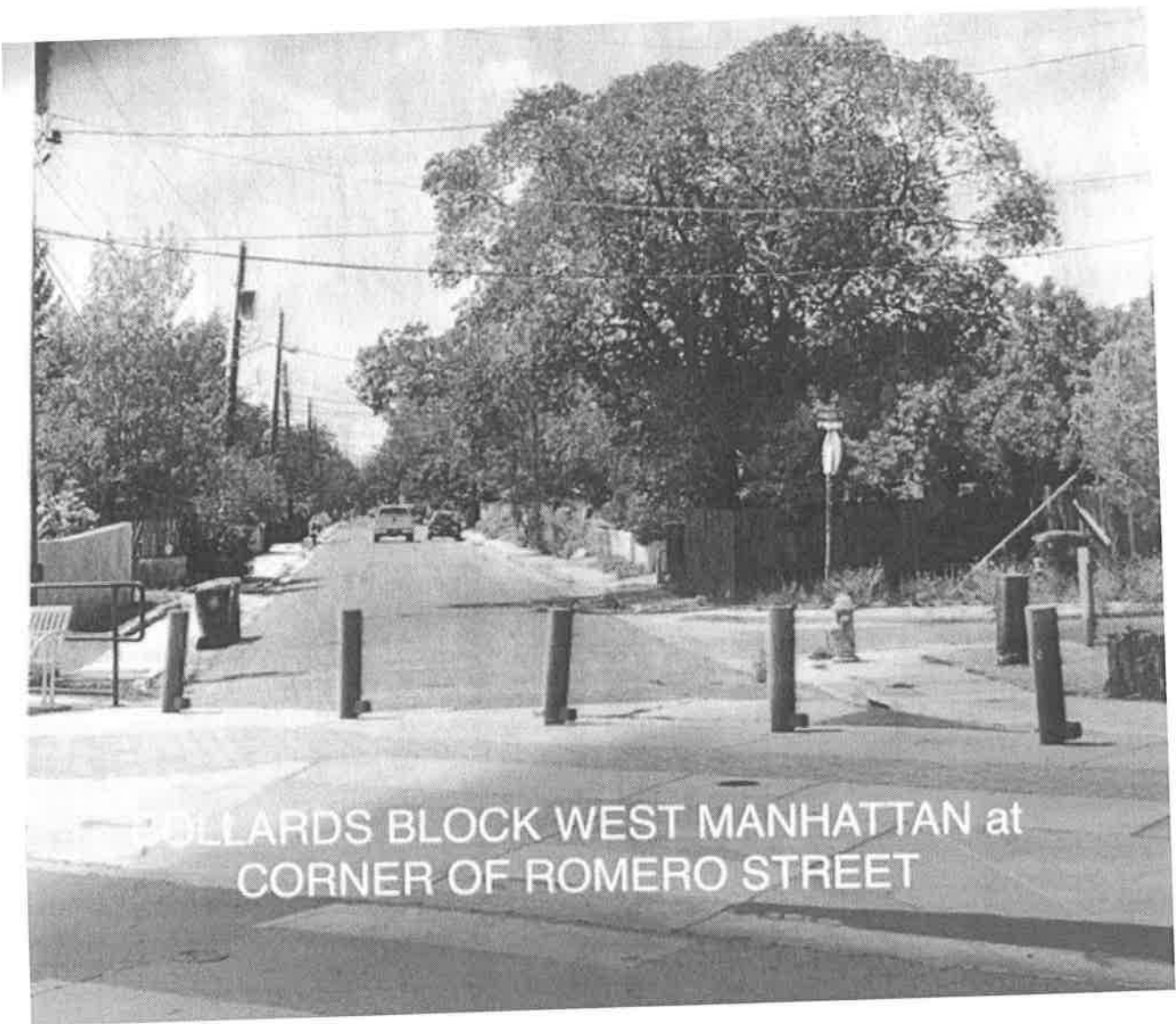
Sent from my iPhone



ROMERO STREET WITH UPS TRUCK



Romero Street END OF TWO WAY TRAFFIC
GATE TO Susan's PARKING LOT ACROSS FROM BOLLARDS



BOLLARDS BLOCK WEST MANHATTAN at
CORNER OF ROMERO STREET

MARES, ALEXANDRIA R.

From: Jerry Richardson <jerryrich4@gmail.com>
Sent: Friday, August 13, 2021 11:21 AM
To: MARES, ALEXANDRIA R.
Subject: Fwd: Romero Street photo caption of construction vehicles constricting traffic
Attachments: IMG_6065.JPG

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

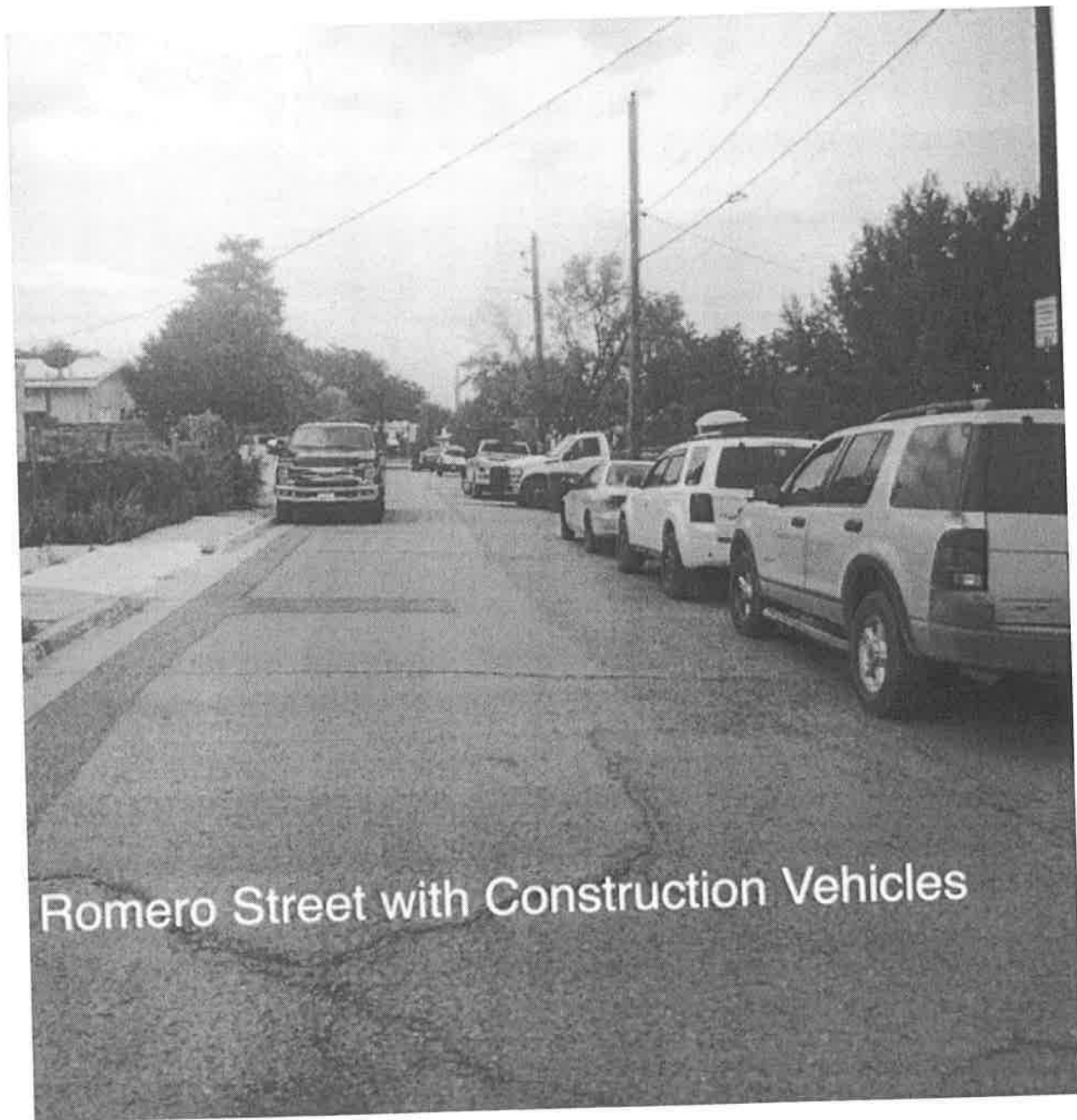
Alex, One more photo of congested Romero Street

Jerry Richardson

----- Forwarded message -----

From: Mary Layne <mary@mary-layne.com>
Date: Fri, Aug 13, 2021 at 8:55 AM
Subject: Romero Street photo caption of construction vehicles constricting traffic
To: Jerry Richardson <jerryrich4@gmail.com>

Sent from my iPhone



Romero Street with Construction Vehicles

MARES, ALEXANDRIA R.

From: Jerry Richardson <jerryrich4@gmail.com>
Sent: Friday, August 13, 2021 11:22 AM
To: MARES, ALEXANDRIA R.
Subject: Fwd: Drive thru entry next to Day Spa ends at Gate to Susan's Parking Lot
Attachments: IMG_6055.JPG; IMG_6056.JPG

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Alex, two photos showing other possible access point to parking lot for proposed new Susan's Fine Wines location.

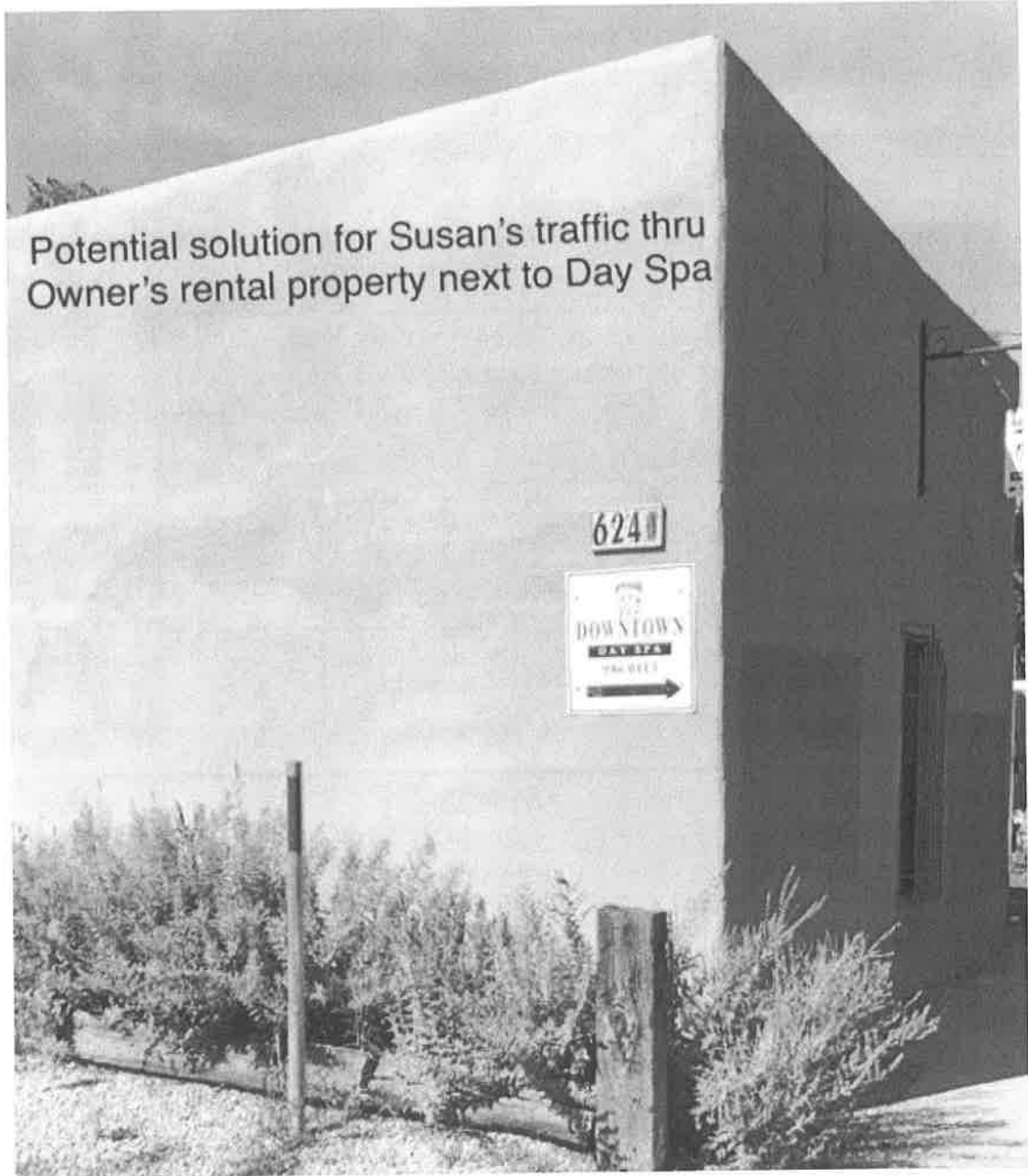
Jerry Richardson

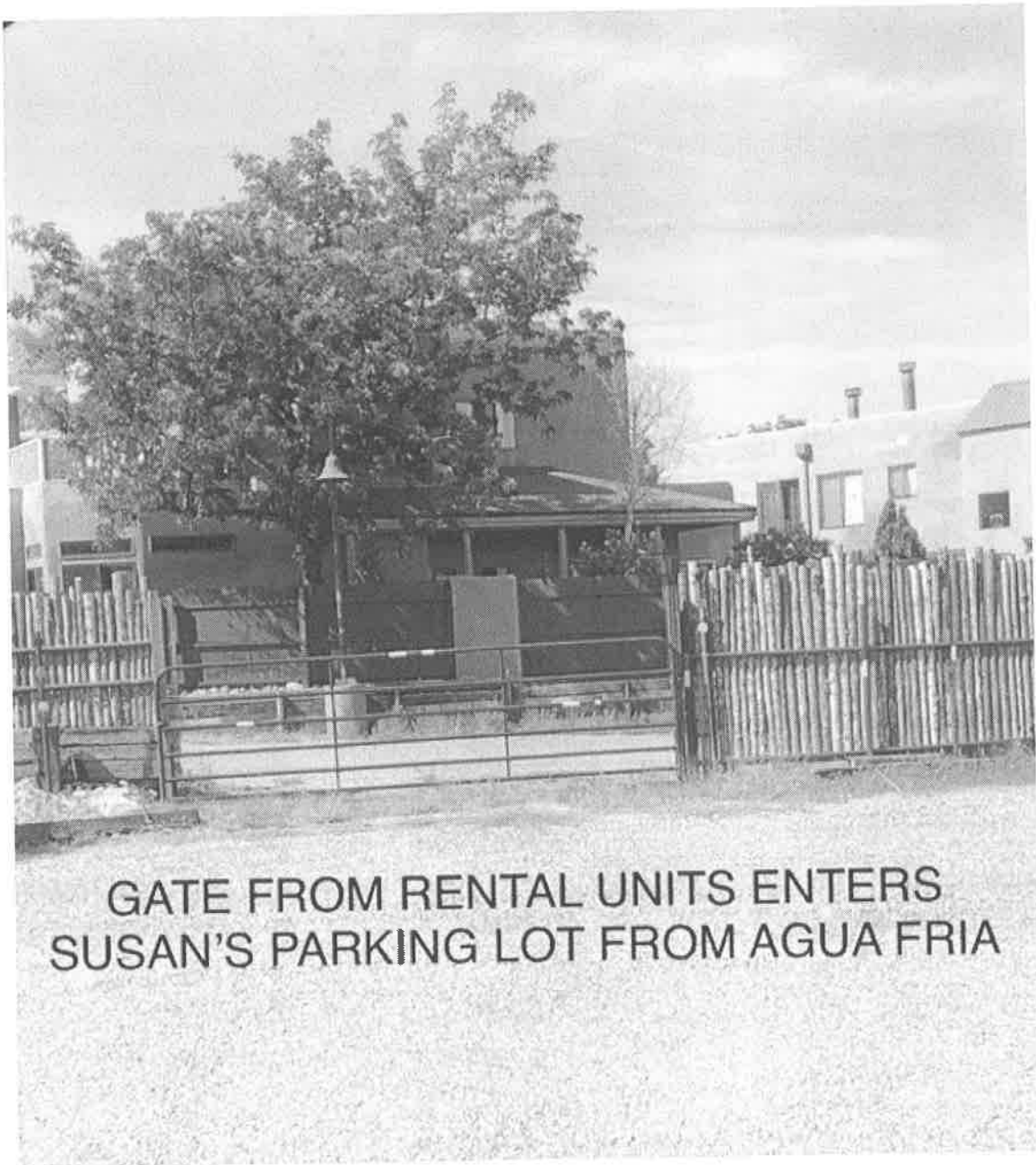
----- Forwarded message -----

From: Mary Layne <mary@mary-layne.com>
Date: Thu, Aug 12, 2021 at 11:03 PM
Subject: Drive thru entry next to Day Spa ends at Gate to Susan's Parking Lot
To: Jerry Richardson <jerryrich4@gmail.com>

Sent from my iPhone

Potential solution for Susan's traffic thru
Owner's rental property next to Day Spa





GATE FROM RENTAL UNITS ENTERS
SUSAN'S PARKING LOT FROM AGUA FRIA

MARES, ALEXANDRIA R.

From: VIGIL, XAVIER I.
Sent: Monday, August 16, 2021 8:28 AM
To: MARES, ALEXANDRIA R.
Subject: FW: Susan's pop up bar at 632 Agua Fria

From: Christina Sisley Schatz <downtowndayspasantafe@gmail.com>
Sent: Friday, August 13, 2021 8:34 PM
To: VIGIL, XAVIER I. <xivigil@santafenm.gov>; Donna Maddux <donnadancer@cs.com>; Janie Cravens <janie.e.cravens@gmail.com>
Subject: Susan's pop up bar at 632 Agua Fria

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A liquor store is a liquor store. You make your purchase and leave the premises and hopefully don't start drinking in the parking lot.

Well, Susan's Fine Wine and Liquor is taking it one step further, a pop up bar for wine tasting, beer tasting, liquor tasting and they will even pour you a beer. (All on their website and Facebook page). One can be intoxicated even before making a purchase. Yes Susan's now has a bartender who owned a bar in San Francisco as one of their mixologists.

What is even more troubling, all this can be soon happening with a short distance for an afterschool club, Boys and Girls Club, a high school-NM School for the Arts, and a home for folks with Special needs.

I can only wonder what Former Supreme Court Judge Barbara Vigil, now with CYFD, would have to say.

Now for the impact on my small business of 30 years, serving locals, buying local and shopping local, will be in a daily challenge over not only intoxicating people on our street(s) but a battle over who will be using my parking spots FREE for their customers. Access to parking at 632 is not only down a narrow ally street that is literally not wide enough for emergency equipment.

If 826 Aquia Fria==House of Booze was not a lesson for failing to protect our community and youth from harm, crime and DUI===then it's time to avoid a repeat performance of troubled times right here on 632 Agua Fria.

I VOTE NO for Susan's to be granted a transfer of liquor license to operate a liquor wine, beer, alcohol tasting pop up bar

C.Sisley Schatz
Downtown Day Spa
624 Agua Fria
Santa Fe, NM 87501
505-986-0113

MARES, ALEXANDRIA R.

From: VIGIL, XAVIER I.
Sent: Monday, August 16, 2021 8:29 AM
To: MARES, ALEXANDRIA R.
Subject: FW: SUSAN'S WINE & LIQUOR HEARING

From: FRED SCHOTT <schottfred@comcast.net>
Sent: Saturday, August 14, 2021 9:41 PM
To: VIGIL, XAVIER I. <xivigil@santafenm.gov>
Subject: SUSAN'S WINE & LIQUOR HEARING

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a resident of 132 Romero St. I have not objection to Susan's locating to the new facility on Agua Rria AS LONG AS the entrance and exit is from and on to AguaFria and the gate onto Romero Street remains closed.
Fred Schott
132 Romero St.
Unit 12

MARES, ALEXANDRIA R.

From: Bernie Minard <BFMinard@Earthlink.net>
Sent: Wednesday, August 18, 2021 1:32 PM
To: MARES, ALEXANDRIA R.
Subject: RE: Santa fe city review of request to transfer liquor/business license of Susan's Fine Liguors to 632 Agua Fria St

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you. Our public comment for the Hearing Officer follows.

To the Attention of the Hearing Officer for Susan's Fine Wines & Spirits Request for Transfer of Liquor License:

We "attended" the hearing of Monday the 16th via Zoom but were unable to participate by telephone because of the time limitation. We submitted written statements before the hearing based on Susan's proposal to access its store via Romero St. and adjoining streets. The concerns we raised in those statements are still relevant but we would have liked to also comment about Susan's revised plan. We hope you will consider our request and take the following concerns into consideration before issuing your recommendation to the City.

Susan's has offered to keep the gate to its driveway onto Romero St. locked except for "emergency access." We believe that the term "emergency access" should be specifically and legally defined before approval by the City to prevent access at the convenience of the business,. We believe that only emergency vehicles should have the ability to unlock the gate, not the owner of the property or proprietors of Susan's. One possibility is for the City, property owner, or the tenant (i.e., Susan's) to block the Romero St. entry into the driveway with removable bollards such as those blocking access to the Railyard (one such access is directly across Romero St. from Susan's Romero St. driveway), bollards removable only by authorized emergency personnel. Our concern is that if the definition of "emergency access" is left without precise definition, Susan's may supply its own very generous definition; for example, could a scheduled event be defined as an "emergency" if a large number of cars are expected to arrive and depart at about the same time?

The above is one possibility to ensure that the locked gate requirement is enforced. Perhaps there are others; our main concern is that access to the property via Romero St. is limited only to City-authorized emergency vehicles and is not left to the discretion of the property owner or tenant.

Rosemary and Bernie Minard, 534 Alarid St, Santa Fe, NM 87501

MARES, ALEXANDRIA R.

From: Donna Maddux <donnadancer@cs.com>
Sent: Wednesday, August 18, 2021 1:41 PM
To: MARES, ALEXANDRIA R.
Subject: update on Susan's liquor license request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Ms Mares,

I appreciate link you sent me for the zoom meeting last Monday. It may be too late to add anything to the comments from Monday's meeting, or for the hearing officer to see this, but is there a way to bring it to the attention of the City Council meeting on the 26th?

Many of us on Agua Fria feel like we were not well represented at the meeting on Monday,

Regarding Susan's idea of making their access the one lane gravel driveway, many of us feel this could be a very hazardous situation. Perhaps a better solution may have been a compromise of a one-way entrance on Agua Fria and exit off Romero. This would split the difference between the two neighborhoods and eliminate the very problematic back up potential on Agua Fria.

If it wasn't an issue of traffic, many of us believe Susan's would be a good fit, if they had better access. I've met the owners Frank and Nirmala, I like them and believe them to be well intentioned. And it is a good sign they are listening to neighbors, and at least appease the Romero side of the equation. The last thing any of us want is for them to go out of business, but we do wish they had perhaps picked a more suitable location for their store. Almost everyone in the neighborhood agrees this traffic is too much for Romero St. Ideally both entrance and exit would be on Agua Fria, and we've looked at those options. But Don Chavez has been unwilling to consider making a 2nd driveway on the east side of his building, although we've been told by a landscape engineer it would be possible, or even allow access through the driveway he owns adjacent to the Day Spa that goes directly to Susan's parking lot. And I guess as a landlord he has a right to not do this. But it definitely makes things more complicated for everyone else.

Here is the letter I sent out today to Jerry Richardson:

Hi Jerry,

I am getting some significant pushback from my neighbors about our acquiescence to Susan's plan of a one way access on the gravel driveway to Agua Fria. I had told some of

them of your plan to ask for a traffic control study if Susan's brought up this idea. So they may legitimately feel blindsided. I guess you decided not to raise this objection?

Perhaps a better solution might have been a compromise of a one-way entrance on Agua Fria and exit off Romero. I know the Romero neighborhood is strongly against this, but it would split the difference between the two neighborhoods and eliminate the very problematic back up potential on Agua Fria.

Here is one example of a neighbor's thoughts::

Donna!!!!

I am horrified at the tone of Jerry's celebratory summary of the case. Is he kidding???? That's not a satisfactory conclusion. That's almost worse than using Romero. Two way traffic down that stone driveway? The backup onto Agua Fria while people WAIT for the driveway to clear. Or wait for the car coming out to turn onto Agua Fria. WHAT WAS HE THINKING??? Did I miss something at the two previous community meetings? Was this explained and acceptable to the neighbors? I'm stunned.

I'd like to share my thoughts, but obviously I'm "lit" and don't feel I've contributed enough to organizing to speak up like this. I don't know our neighbors and don't want to offend them. BUT JERRY!!!!

- "...good news to share.."
- "...there will be occasional back-ups of traffic on Agua Fria..." YOU THINK???? When they get 40 to 60 customers a day that arrive by CAR!!!
- "...they hired a land use consulting firm (at significant cost, I'm sure)..." Was Jerry impressed by that trick? Never mind LAND USE...a TRAFFIC ENGINEER would have been more applicable. What the ??????
- "...I am quite sure that our concerns about entry from Romero Street will be protected..." True...now the sausage gets to squeeze out all over Agua Fria and Dunlap.
- What about the delivery trucks? They going to come and go and share that two-way driveway? Or park on Agua Fria instead?

Enough from me. I'd apologize, but I cannot.

And I do believe they have a point. Twenty cars waiting to get into Susan's on a special tasting night? Impatient drivers pulling out into the wrong lane to get around waiting cars, (at an already trick 3 way intersection)? Numerous delivery vehicles pulling up in front of their store... An occasional car pulling into Romero St, and garbage trucks every Tuesday morning are not quite the same obstacle that Susan's one lane access will be. Cars are going to try and avoid this bottleneck and there's bound to be more traffic onto Dunlap and Don Felix, which are also neighborhood streets not set up for this either. And as far as Don Chavez renting to someone else, it's hard to imagine a business with a higher volume. His second choice was a furniture store.

The Romero St neighbors may be mollified. But speaking objectively, if I did not live in this neighborhood, to me this 'solution' of cars backed up on an already increasingly busy Agua Fria seems exceedingly worse than extra cars in the Romero neighborhood. As far as this being an issue of safety, how many near accidents will have to happen before we realize this was not a good idea. And speaking non-objectively, as the driveway one down from theirs, I'm wondering how many times and how long I'll be waiting in line to pull into my own home, and if it will become as treacherous as I fear. The Romero

neighborhood may have valid reasons for their concerns, but many of us on Agua Fria feel like we were thrown under the bus.

I have friends from out of town arriving in a few hours, and maybe there's nothing I can do now about this anyway.

I'd like to be optimistic, but I'm very trepidatious. This does not seem like a good move or a good solution.

Thank you Ms Mares for your time and attention!
And thanks for the work you do for our city.

Sincerely,

Donna Maddux
HOA president, Casas Escondidas
704-D Agua Fria St.

**CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER**

**Recommended
Findings of Fact and Conclusions of Law**

Application No.: 1193969 (NMRLD/AGD)
Name of Applicant: SF Wine & Spirits, Inc.
Doing Business As: Susan's Fine Wine and Spirits
Proposed Location: 632 Agua Fria Street, Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on August 16, 2021 at 4:00 PM by video hearing, on the application of SF Wine & Spirits, Inc. (Applicant).

The Applicant requests local option district approval of the following:

Transfer of Location of Dispenser Liquor License No. 0156 from 1005 South St. Francis Dr. to 632 Agua Fria St.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law:

I. THE APPLICATION, HEARING AND EVIDENCE

1. Staff submitted a packet containing the following:
 - a. August 10, 2021 memo from City Clerk Kristine Mihelcic
 - b. July 1, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Desirae Griego to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
 - c. NMRLD/AGD *Transfer of Dispenser Tyle Liquor Application* No. 1193969
 - d. April 15, 2021 zoning verification letter from Land Use Planner Lani McCulley confirming that retail sales of packaged alcohol for off-site consumption and a bar with on-site consumption are both permitted uses.
 - e. Site plan
 - f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
 - g. August 5, 2021 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
 - h. Vicinity map

- i. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
 - j. City of Santa Fe Liquor License Request Supplemental Information
2. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on July 15, 2021 and July 22, 2021 and on the City's website.
3. City Clerk Kristine Mihelcic presented the application.
4. Applicant was offered, and accepted, the opportunity to present sworn testimony and evidence.
5. Members of the public were offered, and accepted, the opportunity to present sworn testimony and evidence.
6. The Applicant's *Liquor License Request Supplemental Information* indicates the following:
 - a. The Application is for transfer of location of an existing business that intends to move to a location that does not currently serve alcohol, and where alcohol has not previously been served.
 - b. The business is expected to be open from 10 AM to 8 PM Monday through Saturday, adding Sunday Noon to 6 PM during December holidays.
 - c. The transfer of location is expected to result in a 30-55% reduction in customers per day (reduction of 50 customers per day).
 - d. Applicant anticipates 50-75 customers average per day (40-60 driving, 8-12 walking, 3-4 bicycling).
 - e. Applicant does not expect traffic to increase on adjacent streets.
 - f. There will be no outdoor seating area.
7. Written comments were received from numerous individuals, both in support of the application and in opposition to it, all of which are contained in the record.¹
8. Several written comments were received after the formal close of evidence at the conclusion of the hearing:
 - a. An August 18, 2021 email from Bernie Minard included the statement that he was unable to participate by phone due to the time limitation. Therefore, this comment is received into evidence and will be considered along with all others.
 - b. An August 18, 2021 email from Donna Maddux addressed concerns about representation at the August 16 hearing. There is no apparent basis for accepting this late comment and therefore it is not considered in my review of

¹ Some written comments in the record are wholly or partially unreadable

this Application. The email is included in the record as an informal exhibit for the sake of completeness.

- c. An August 21, 2021 email from Terry Smith is addressed below.
9. The submittals and testimony in favor of the Application were, in general, focused on the role of the Applicant in the community, and the adequacy of parking and access, rather than on any aspects of the transfer of the license related to the particular proposed location.
 10. Other specific issues raised included:
 - a. Lack of litter at existing premises
 - b. Cleanliness and safety of Applicant's existing premises
 - c. Existing premises are well maintained, exterior and interior
 - d. Does not draw clientele who purchase 'miniatures'
 - e. Applicant has incurred zero fines during its existence
 - f. Customers feel safe at existing premises
 - g. Customers at existing premises not "problematic"
 - h. Never witnessed "untoward" behavior at existing premises in 10 years
 - i. Applicant always follows all laws closely
 - j. Existing premises have not been a target of break ins
 - k. Applicant's product mix does not target inexpensive sales for immediate consumption
 - l. There are no undesirable side effects from existing premises
 - m. Applicant does not cater to intoxicated individuals or allow intoxicated individuals to congregate at the existing premises
 - n. Approximately ten other business in the neighborhood coexist with residents
 - o. Applicant caters to an "upscale" clientele
 11. The submittals and testimony in opposition to the Application were, in general, focused on increased traffic and on physical access issues, including controlling access routes and the safety of the different options² rather than on any aspects of the transfer of the license related to the particular proposed location.
 12. Other specific issues raised included:
 - a. The population/homeless individuals who would be brought into the neighborhood

² It should be noted that a substantial portion of the written comments received in advance focused on access through Romero Street. At the hearing, the Applicant changed the proposed access to Agua Fria Street. This appears to have addressed a large number of the comments in opposition, but was not universally approved.

- b. Health and safety aspects of having a liquor store in the neighborhood, in the context of other neighborhood uses
- c. Concerns about hours of operation
- d. Business will cause excessive drinking of alcohol
- e. Potential for driving and walking under the influence
- f. Exacerbation of petty crime
- g. Increase in vagrancy associated with Application
- h. Don't want more noise from loud drunks
- i. Area is not appropriate for commercial use or retail establishments
- j. Will cause too many problems with loitering, street people
- k. How will the business serve residents of the street?
- l. Drainage issues
- m. Disruption to neighborhood
- n. Liquor store not a good fit for the neighborhood/not a suitable location
- o. Will put neighbors at risk of criminal activity
- p. Will have higher patron turnover than prior museum in location
- q. Effect on littering, security/theft and property values
- r. Impacts of delivery trucks
- s. Loitering and trespassing, increased risk of crimes
- t. Increase in speeding cars
- u. Actual customer counts made on one day do not reflect stated average customers

13. Several speakers testified specifically that they did not object to the Application on the basis of the business being a liquor store, but rather for other reasons.

14. *Ex parte* contact

- a. I received a voice mail and several emails from Jerry Richardson. I responded in the form of email that is in the record. I provided limited procedural information, and engaged in no substantive discussion.
- b. I received a telephone call from Jennifer Jenkins. I provided limited procedural information, and engaged in no substantive discussion.
- c. I received a telephone call from Terry Smith. I provided limited procedural information, and engaged in no substantive discussion. In addition, I received an August 21, 2021 email from Mr. Smith. The email was received after evidence closed, and played no part in my consideration of this matter. However, the

email is included in the record as an informal exhibit for the sake of transparency, due to the insinuation of *ex parte* contact with the Applicant.

d. No other *ex parte* contact was received

15. The hearing was recorded and a copy of the recording is made a part of the record.

II. LEGAL STANDARDS

The following legal standards apply to this application:

1. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to a specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. General, unsupported opinion testimony is not sufficient to support disapproval of a transfer. *In Re New Mexico Liquor License No. 4035*, 1994-NMSC-093, 118 N.M. 545.

III. ANALYSIS

1. My charge is to apply the law as stated above to the facts in the record, and do so with reference to the applicable burdens and standards of proof.
2. Here, the record does contain certain evidence of the Applicant's operations at its existing premises, which could form part of the consideration of the potential effects of the transfer to the new proposed location.
3. However, the preponderance of the evidence focusses on what can be fairly classified as land use concerns rather than liquor license concerns.
4. The case *City of Santa Fe v. Woodard*, 1996-NMSC-058, 122 N.M. 449 is instructive. That case examined an application for a restaurant liquor license on Agua Fria Street in Santa Fe.
5. In *Woodard*, the New Mexico Supreme Court observed that "the hearing became more of a land-use or zoning hearing than one limited to the impact of a license" and that "...most of the opposition simply did not want a restaurant - with or without a license - at that location." *Woodard* ¶ 4.
6. As an example, the opponents in *Woodard* testified about the "narrowness of the adjacent streets" (likely referring, in part, to Romero Street itself). *Woodard* ¶ 6.

7. Here, as in *Woodard*, the City Traffic Engineer has opined that this application will not result in unacceptable traffic impacts.³
8. To the extent that individuals raised concerns about impacts that are related to the liquor license, those concerns amounted to speculation or cautions, rather than an actual evidentiary link between certain impacts and the liquor license.
9. There is no evidence associating the moral effect of the transfer with the qualifications of the transferee, as required by *Dick v. City of Portales*.
10. Rather, the evidence is more analogous to the statements reported in *License No. 4035* with respect to traffic, increased accidents and problems with liquor establishments that was held to be unsupported opinion testimony and speculation, and therefore irrelevant to determination of whether the license should be issued.
11. To the extent that there was any testimony regarding the qualifications of the particular Applicant, that testimony was almost entirely positive.
12. For instance, as in *License No. 4035*, the actual evidence in the record is that the Applicant has never been cited for any violations.
13. The *Woodard* court concluded that “there was no direct evidence that the license itself, apart from the existence of a restaurant in the busy neighborhood, would negatively affect the health, safety, or morals of the residents of the area.” *Woodard* ¶ 13.
14. That is the case here.
15. With respect to the liquor license application, there is no competent evidence in the record supporting a “differential impact in traffic conditions between operation of a [business] with a license and one without.” *Woodard* ¶ 5.
16. To the extent that issues remain, those are, as stated by the Supreme Court, “**zoning issues, not liquor license issues.**” *Id.* (emphasis in original).
17. It is rare that a case is as on point as *Woodard*. I do not see a basis on which I could credibly distinguish it from the present application.

IV. FINDINGS OF FACT

1. I find that there is not substantial evidence in the record supporting the position that the proposed transfer itself will create unacceptable traffic impacts.
2. I accept and adopt the Traffic Engineering Division Director’s professional determination that approval will not create unacceptable traffic impacts.
3. I find that there is not substantial evidence in the record supporting the position that the proposed transfer itself will cause a substantial change in litter or noise.

³ Given the Applicant’s decision to relocate principal access to Agua Fria Street, I do recommend a condition of approval that requires a new review by the Traffic Engineering Division.

4. I accept and adopt the Zoning and Code Compliance Supervisor's professional determination that the proposed transfer will not cause a substantial change in litter or noise.
5. I find that there is not substantial evidence in the record supporting the position that the proposed transfer itself is prohibited by the applicable land use regulations, or requires any approvals that it has not received.
6. I accept and adopt the Land Use Planner's professional determination that the proposed location is in the BCD district and that retail sales of packaged alcohol for off-site consumption and a bar with on-site consumption are both permitted uses in the BCD district.
7. I find that there is not substantial evidence in the record supporting the position that the proposed transfer itself will be detrimental to the public health, safety or morals of the residents of Santa Fe.
8. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.

V. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The Application meets the requirements of §60-6B-4(F)(2).

VI. CONDITIONS OF APPROVAL

1. Applicant is required to comply with all applicable City of Santa Fe ordinances.
2. Applicant shall seek the Traffic Engineering Division Director's review of the relocated access.

VII. STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

1. Written submittals were received from Bernie Minard. I previously represented Mr. Minard in an unrelated matter. I do not currently represent him. The prior representation does not affect my ability to fairly and impartially hear this matter.
2. Written submittals were received from Rosemary Minard. I previously represented Ms. Minard in an unrelated matter. I do not currently represent her. The prior representation does not affect my ability to fairly and impartially hear this matter.

3. Written submittals were received from Bettina Raphael. I currently represent an organization of which Ms. Raphael is a member in an unrelated matter. The concurrent representation does not affect my ability to fairly and impartially hear this matter.
4. Written submittals were received from Christina Sisley Schatz, proprietor of the Downtown Day Spa. I previously represented Downtown Day Spa in an unrelated matter. The prior representation does not affect my ability to fairly and impartially hear this matter.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



Christopher L. Graeser

08/22/2021

Date: _____

Begin forwarded message:

From: Terry Smith <terry@munroesmith.com>
Subject: License transfer to 632 Agua Fria Street
Date: August 21, 2021 at 4:05:47 PM MDT
To: chris@tierralaw.com

Chris,

You and I chatted last week about your role as the hearing officer. You may be interested to know that furniture, display racks, and other equipment has already been moved into the store space. This tells me that the store already knows how the GB will decide. How does this square with the prohibition against ex-parte discussion?

Terry Smith

7408B old Santa Fe Trail

Santa Fe, NM 87505

terry@munroesmith.com

505-577-0648

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/16/21
FOR CITY COUNCIL MEETING OF 08/25/21

Request for Approval of Professional Services Agreement with AECOM Technical Services Inc. in the amount of \$1,069,436.23 including NMGRT to provide Engineering Design services to CIP #501 St. Michael's Drive – Rail Trail Underpass project. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 505-955-6623)

Committee		Review:
PW&U	Committee	– 08/09/2021
Finance	Committee	– 08/16/2021
Governing Body – 08/25/2021		

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7j

Request for Approval of Professional Services Agreement with AECOM Technical Services Inc. in the amount of \$1,069,436.23 including NMGRT to provide Engineering Design services to CIP #501 St. Michael's Drive – Rail Trail Underpass project. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 505-955-6623)

Committee Review:

PW&U Committee – 08/09/2021
 Finance Committee – 08/16/2021
 Governing Body – 08/25/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/16/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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



City of Santa Fe New Mexico

Memorandum



Date: July 21, 2021

To: Governing Body

Via: *Regina Wheeler*
Regina Wheeler (Jul 22, 2021 08:46 MDT)

Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, CPPP, Public Works Project Administrator

RE: AECOM's Professional Services Contract Request for Approval

ITEM AND ACTION

Request for Approval of Professional Services Contract with AECOM Technical Services, Inc. in the Amount of \$1,069,436.23 Including NMGR to Provide Engineering Design Services to CIP Project #501 St. Michael's Drive-Rail Trail Underpass.

BACKGROUND AND SUMMARY

The project is located at the intersection of St. Michael's Drive (NM 466) and the New Mexico Rail Runner (NMRX)/ Santa Fe Trail (SFRT). In 2014 a bicyclist was fatally struck by a train at the crossing. Consequently, in 2014 and 2015, NMDOT funded two Roadside Safety Audits to study the crossing's safety deficiencies and identify alternatives to mitigate the issues. Of the six (6) alternatives that were identified, both studies concluded that an underpass is the best option.

With federal and state funding, a Cooperative Project Agreement between the City and NMDOT for \$4,984,999 to design and build the underpass has ensued. Pursuant to NMDOT's funding procedures, RFP#'21/28/P was issued on February 17, 2021. The RFP's focus is to identify an engineering firm that has demonstrated experience in designing underpasses that considers: 1) pedestrian personal safety, both perceived and real; 2) maintenance issues such as graffiti; 3) aesthetics; and 4) drainage. Two proposals were received on April 12, 2021 and evaluated by five (5) member Evaluation Committee on April 23, 2021. The Committee chose AECOM Technical Services, Inc. for their skills, creativity and innovative ideas for addressing typical underpass issues.

AECOM's contract to conduct Phase 1 – Study, Phase 2 – Preliminary and Final Design, and Phase 3 – Bidding Services shall not exceed \$1,069,436.23 including gross receipts tax and expenses. Phase 4 – Construction Management Services will be negotiated after the design plan is completed and approved by NMDOT. Pursuant to Section 13-1-150 NMSA 1978, AECOM's contract term shall not exceed four years. Based on the attached project schedule, AECOM will start the project on November 1, 2021 and complete the engineering design from Phase 1 through Phase 3 within 2 years. Construction is anticipated in the 3rd year of the contract and will be

completed within 2 years. Public meetings are scheduled to seek input on the engineering design before plans are submitted to NMDOT for approval. In addition, the design plans will be reviewed by the Bicycle and Pedestrian Advisory Committee in an open meeting to help ensure bicyclists and pedestrians safety.

ATTACHMENTS

Professional Services Contract

Evaluation Committee Report

Project Schedule

AECOM's Coverage of Insurance

AECOM's Business Registrations

AECOM's W9

Procurement Checklist

Summary of Contracts

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 **AECOM Technical Services, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide design engineering services for the City in connection with the construction of the St. Michael's Drive - Rail Trail Underpass Project (the "Project") comprised of the following phases and tasks thereunder:

PHASE I – STUDY

1. Environmental Investigations and Documentation
2. Property Ownership, Location Survey and Mapping
3. Coordination
4. Public Involvement

PHASE II – PRELIMINARY & FINAL DESIGN

1. Property Ownership Maps
2. Utility Designation, Location, and Mapping
3. Preliminary and Final Drainage Report
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right-of-Way Design
7. Final Design
8. Coordination
9. Public Involvement

PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation
2. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

1. Construction Engineering and Management

2. Public Involvement

PHASE I – STUDY

1. Environmental Investigations and Documentation

Prepare environmental document that is appropriate for this project. The Contractor will select logical termini for addressing environmental concerns on a sufficiently broad scope. The environmental document shall be prepared in accordance with the NMSHTD Action Plan, FHWA Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations. The environmental document shall address: the purpose of the assessment; the need for the project; project history; impacts to the natural and human environment; appropriate mitigation measures; public involvement, and coordination with federal, state, city, and county agencies, railroad companies and other entities.

The environmental investigations must be conducted by an interdisciplinary team including qualified environmental and natural resources specialists. A qualified environmental professional will be responsible for preparation of the environmental document.

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The efforts must be commensurate with the potential for environmental impacts. Documents submitted to the City which are incomplete as determined by the Project Manager will not be reviewed. Documents that are complete shall be reviewed once and comments made to the Contractor. Complete documents will have a comprehensive discussion of purpose and need, alternatives as appropriate and environmental investigation as described in this RFP. Errors or omissions not adequately corrected from the first review will be subject to liquidated damages which will be withheld from final payment of the contract.

A. Environmental Assessment Outline

1. Executive Summary: A brief overview of the project, process, critical issues and conclusions.
2. Project Purpose and Need: Include an explanation of the planning requirements of TEA-21.
3. Project Description: Include discussion of project history and alternatives considered.
4. Environmental Factors: Discuss environmental factors in proportion to the magnitude of concern. Critical issues will be treated in detail and other issues summarized and included by reference:
 - a. Consistency with land use plans
 - b. Socioeconomic issues including discussion of Title VI and environmental justice as appropriate
 - c. Right-of-way, land transfers, and relocations
 - d. Natural, scenic, and visual resources including, as appropriate, discussion of general project setting, physiography, geology, seismicity, paleontology, and natural landforms

- e. Air quality including, as appropriate, discussion of Clean Air Act, National Ambient Air Quality Standards, Air Quality Control Regions, and the State Implementation Plan
- f. Noise impacts including discussion of the New Mexico State Highway Commission Policy on Noise Abatement
- g. Surface water quality including, as appropriate, discussion of 404 permitting, section 404(b)(1) guidelines and requirements and 401 certifications
- h. Ground water quality including, as appropriate, discussion of detention/retention ponds and consultation with the New Mexico Environment Department Groundwater Bureau, Notice of Intent for a Discharge Plan
- i. Wetlands including discussion of Executive Order 11990 and, as appropriate, 404 permitting and 401 certifications
- j. Flood plains including discussion of Executive Order 11988
- k. Wildlife resources and wilderness areas including, as appropriate, discussion of Migratory Bird Treaty Act, Wild and Scenic Rivers Act, the Wilderness Act, consultation with management and regulatory agencies, etc.
- l. Threatened and endangered species including discussion of the Endangered Species Act and Section 7 consultation with the US Fish and Wildlife Service
- m. Soils and vegetation including, as appropriate, discussion of the National Pollutant Discharge Elimination System, storm water pollution prevention plan, best management practices, etc.
- n. Farmland issues including, as appropriate, discussion of consultation with the Natural Resources Conservation Service and the Farmland Conversion Impact Rating (FCIR)
- o. Historic and cultural resources including discussion of the National Historic Preservation Act and consultation with the State Historic Preservation Officer
- p. Section 4(f) and Section 6(f) properties
- q. Utility adjustments
- r. Hazardous materials including, as appropriate, discussion of the RCRA, CERCLA, underground storage tanks, initial site assessments and other investigations consistent with the NMSHTD Hazardous Waste Handbook, etc.
- s. Construction impacts
- t. Noxious weeds
- u. Pedestrians, cyclists and equestrians
- v. Secondary and cumulative impacts
- w. Irreversible and irretrievable commitment of resources
- x. Relation between short term use of the human environment and maintenance of long term productivity
- y. Summary of environmental impacts
- z. Environmental commitments and mitigation measures

- aa. Public involvement and agency coordination including discussion of the Public Involvement Plan, citizen advisory committees, cooperating agencies, etc.
- bb. References and list of preparers

B. Input Synopsis

The Input Synopsis and draft request of the Environmental Assessment shall be submitted to the City. The Input Synopsis shall contain copies of the public involvement handouts and written comments. It shall also contain the EA circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.).

C. Copies

The Contractor shall provide ten (10) copies of the approved EA to the City. The Contractor shall also produce sufficient copies of the EA and mail them for appropriate public and agency review of the document. The Contractor shall provide three bound copies of the Input Synopsis to the City.

D. Environmental Investigations

The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- a. Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval.
- b. Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval.
- c. Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm.
- d. A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for City review and approval.
- e. A noise analysis including, if necessary, a separate Noise Analysis Report for City review and approval.
- f. An air quality analysis including, if necessary, a separate Air Quality Analysis Report for City review and approval.
- g. Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act (NEPA) as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all

appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts. Cultural resource investigations shall include Historic Building Inventories and Tribal Consultations as required by the National Historic Preservation Act, Section 106.

The environmental investigations will include a cultural resources survey and preparation of a final report that meets all federal and state requirements. Four (4) copies of the final Cultural Resources Survey Report shall be submitted to the City. The cultural resources survey must be conducted by a qualified archaeologist.

All environmental reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Contractor shall determine, recommend and obtain the City's concurrence on the preferred alternative to be used for location approval in the environmental document and for final design.

2. Property Ownership, Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of County/and or City records. The Contractor shall provide a location survey (including location of fences, structures and above ground utilities), controlled aerial photography, computer mapping services and digitized cross sections. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Contractor, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric plan and profile sheets and shown on these sheets.

3. Coordination

The Contractor will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Contractor including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal (written) and informal (verbal) approvals. For any required formal approvals, the Contractor will provide the City with all required data and draft letters of transmittal. In the event the Contractor is not successful in obtaining formal approvals, the Contractor shall promptly notify the City in writing, and the City will assist in resolving the matter.

In addition to the above, the Contractor shall be responsible for:

- a. Scheduling all design reviews
- b. Distributing all reports, plans and documents
- c. Writing design review reports
- d. Writing Design Team meeting reports
- e. Performing property owner interviews and documenting the interviews
- f. Scheduling PS&E Office Review
- g. Writing PS&E Office Review Report
- h. Being the focal point, for the flow of all project activity, including the sub-contractor work
- i. Providing monthly progress reports for design, utility, environmental, right-of-way and construction
- j. Providing periodic presentations to the City. (i.e. City Council and Committees), Local or Regional Planning Organization (LPO/RPO), State, etc.

4. Public Involvement

Public involvement activities will be proposed by the Contractor in a Public Involvement Plan (PIP). The PIP will be submitted to the City for review and concurrence.

It is anticipated that a high level of public involvement will be required. This level of effort typically involves several public information meetings, a public awareness program and at least one public hearing. The Contractor shall be responsible for the implementation and cost of all public meeting/hearing coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, and fencing issues. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Contractor shall be responsible for following the City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY & FINAL DESIGN

1. Preliminary Property Ownership Maps

Provide Preliminary Property Ownership Layout Maps. These maps may be prepared using county and/or city records and GIS orthophotography in conjunction with the location survey. Maps shall be prepared at the same scale as the planimetric P&P sheets.

2. Utility Designation, Location, and Mapping SUE Level (A)

A. Scope of Subsurface Utility Engineering Services

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. The process shall include all necessary records research, field investigations (designation), potholing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. The process may also include utility relocation design and estimates. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE Contractors, who must meet the minimum requirements/standards outlined below prior to providing services.

“Accurate” shall mean 0.30 meters to 0.60 meters (1.0 to 2.0 feet), unless a more precise tolerance is specified. The SUE Contractor shall also designate wells and septic systems. While performing the designating activity, the SUE Contractor may excavate test holes, at no expense to the City, for the purpose of determining the approximate depth of the utility. Any markings on sidewalks or roadways for survey identification shall be of a temporary nature. The SUE Contractor shall provide the Contractor and the City with all data secured in hard copy plan sheet(s) Micro-station) format. After completion of the designating phase, the SUE Contractor shall consult with the Project Manager, and the Contractor to discuss the findings, potential impacts and to establish the scope of additional SUE activities.

B. Utility Locating

For the purpose of this contract, “locating” shall mean to obtain exact/precise horizontal and vertical positions of utilities by excavating test holes. The test holes shall be done by vacuum excavation system and in a manner so as not to cause damage to utilities or other underground structures. This activity shall only be added in the event the design team determines this information is needed and shall be added by an amendment (if necessary) to the City/Contractor contract. This activity shall be performed prior to the 60% completion design review and only based on information secured during the designating activity and at the direction of the design team. This activity shall require the SUE Contractor to provide exact/precise three-dimensional plan and profile mapping, tied to City survey control, of utilities and related structures for making final design decisions. The SUE Contractor shall use City approved survey books to record all surveys and shall also use City monuments and benchmarks referenced in the book and control lines provided by the City. All surveying and designation of monumentation within the limits of the project shall be coordinated through and submitted to the Project Manager. All horizontal control shall be oriented to the New Mexico Grid System, and all elevations shall be based on the National Geodetic Survey (NGS) mean sea level datum of 1988.

The survey information shall contain horizontal location and vertical elevation every 500 feet (150 meters) or as specified, and referenced to project datum at top and bottom of the utility, true elevation of existing grade over the utility at the test hole, outside diameter of utility and configuration of non-encased multi conduit systems, utility structure material composition if ascertainable, paving thickness and type, and other pertinent information as is reasonably available from the test hole site.

References to project datum shall maintain vertical and horizontal tolerance to 2.5 centimeters (one inch), unless a more precise tolerance is specified for the specific location(s) being investigated.

C. Traffic Control

The City will strictly enforce its policies and procedures. All work in the City of Santa Fe shall be performed in accordance with the following:

- a. Latest edition of the NMSHTD Standard Specifications for Highway and Bridge Construction.
- b. Manual on Uniform Traffic Control Devices (MUTCD 1988 Edition).

For the purpose of traffic control and possible lane closures, before initiating any field surveys or test pits, the SUE Contractor shall be required to obtain a permit from the City.

The SUE Contractor shall be required to submit a Traffic Control Plan (TCP), which must be approved by the City before the permit can be issued. The SUE Contractor shall be responsible for providing all labor, materials and equipment necessary for TCP at the SUE Contractor's expense. The TCP shall include, but is not limited to: temporary traffic control signs, channeling devices, arrow panels, traffic barriers (i.e. attenuator barrels), impact attenuators, flaggers, temporary pavement markings, etc., and all other equipment and labor necessary to effectively implement the approved Traffic Control Plan.

D. Analysis, Recommendations and Design

When the SUE Contractor has performed all necessary research, designating and locating services, he/she shall determine to what extent the proposed roadway improvements will impact the utilities and prepare a report outlining avoidance alternatives, required adjustments and/or relocations and cost estimates to perform those relocations. This activity shall be planned and timed to occur within thirty (30) days of completion of the 60% completion design review. In certain instances, the SUE Contractor may be asked to prepare utility relocation design plans and specifications for inclusion into the City's contract documents.

The SUE Contractor shall be capable of providing relocation design for telecommunications, water, gas, electrical and sanitary sewer facilities. Experience in utility design, roadway engineering and storm drainage design are important factors. Recommendations on how to resolve conflicts with utilities during highway design will be required so as to reduce utility relocation costs.

The SUE Contractor shall prepare a report indicating the findings, recommendations and actions resulting from the work they performed. The report shall include, but not be limited, to a cost-benefit analysis of the Subsurface Utility Engineering process for this project, i.e., how many dollars were saved for each dollar expended. The SUE Contractor shall also submit a final financial tabulation for this project, including a breakdown of all costs associated with the SUE process on a per unit basis.

E. Certification of Work

In all cases the SUE Contractor must certify his/her work, and such certification shall include the signature and seal of a Professional Engineer and/or a Professional Licensed Surveyor, who is registered in the State of New Mexico.

F. Manpower

The SUE Contractor shall list four (4) key staff personnel. The key staff shall include:

- a. A Professional Engineer registered in the State of New Mexico with expertise in subsurface utility engineering
- b. A Professional Land Surveyor registered in the State of New Mexico with expertise in surveying utilities
- c. Qualified Geologist
- d. Project Manager/Liaison

The SUE Contractor shall provide all equipment, personnel and supplies required to perform its research, designating, locating, design and other services. The SUE Contractor shall obtain all necessary permits from the state, city, county, or other municipal jurisdictions, to allow the company to work in existing streets, roads and right-of-way for the purpose of marking, measuring and recording of existing utilities. The SUE Contractor shall notify Blue Stake or One Call prior to any field work and shall be responsible for any fees incurred.

G. Equipment

The SUE Contractor shall list the quantity and different types of equipment that will be used for designating and locating services. This listing shall be in the technical proposal.

H. Professional Liability Coverage

The SUE Contractor shall have and maintain professional liability insurance that covers his/her subsurface utility operations and insurance for his/her professional services that will hold the City harmless for errors and omissions until construction of this project is complete.

I. Undersigned Sub Contractor Services

The SUE Contractor shall list all sub-Contractors that are expected to provide services under this contract. The Contract shall also include a separate sum of money for undesignated sub-Contractor services that may be required for unique circumstances.

In addition to the requirements outlined previously, the Subsurface Utility Engineering firm selected to perform services for the City must also meet the following minimum standards:

- a. Demonstrate (list of projects and contacts) a thorough knowledge and understanding of designating, locating and data management activities. The SUE Contractor must have five years minimum experience as a Subsurface Utility Engineering service provider.
- b. Individuals assigned by the SUE provider to carry out the work assignments must be well trained. The SUE Contractor must provide an on-going training program to the City prior to being pre-qualified and accepted as a SUE service provider by the City.
- c. Individuals assigned by the SUE provider to supervise daily operations on each crew must have a minimum of two years SUE crew experience.
- d. The Project Manager must have previous experience in the management of two or more SUE contracts, and must be available to commit sufficient time to the project.
- e. The SUE provider must demonstrate the capacity to pool resources and respond to the needs of the City in a timely manner.
- f. The SUE provider must have vacuum excavation or comparable non-destructive locating equipment capable of successfully completing the task, considering the soil conditions for the geographic region and/or the depth of existing utilities.

J. Mapping and Data Management

After identifying existing and future utility locations as requested by the City, the SUE Contractor shall map utility locations onto plans and/or aerial photographs as directed by the City. The SUE Contractor shall also be required to provide the Contractor and the City all information in hard copy and electronic file or Micro-station format. All electronic files provided by the SUE Contractor shall ultimately be capable of successfully being merged into the city project plan and profile and cross-section sheets. The SUE Contractor may be required to record the locations of the utilities on a City approved form that will be used for prior rights determination. If a price proposal is requested for this activity, the Contractor shall propose a unit cost per activity as outlined in the rate schedule for subsurface utility mapping services. The unit cost shall include all equipment, the operator and other support personnel for each activity.

3. Preliminary and Final Drainage Report

Prepare Preliminary and Final Drainage Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

A. Preliminary Drainage Report

Prior to performing a preliminary drainage study, the Contractor shall meet with the City's Project Manager to discuss the hydrologic analysis of existing and proposed drainage structures. The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis. The report shall include:

- a. Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- b. Discussion of soil types
- c. Vegetation and land use distribution
- d. Curve number or rational formula “C” calculations
- e. Time of concentration calculations
- f. Drainage area topographic map with existing structures inventory
- g. Drainage areas
- h. Design (50-year) and 100-year discharges and their corresponding headwater depths. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
- i. Summary of the drainage field inspection results including City personnel (public and other local agencies) interview and drainage structure field inspection forms.
- j. CME’s required to construct the structures
- k. Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis.
- l. Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME’s and ponds needed.

Floodplain issues shall be addressed completely to assure the project follows all applicable federal, state and City of Santa Fe regulations.

B. Final Drainage Report

The Final Drainage Report is basically a refinement of the Preliminary Drainage Report. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Final Drainage Report, the Contractor shall perform, on all major structures or channels, a hydraulic analysis using the HEC-2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Contractor shall prepare and submit a Notice of Intent (NOI) groundwater

application, as may be required. If Section 401 and 404 applications are required, the Contractor shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation.

For urban projects, include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Contractor shall prepare a storm water pollution prevention plan (SWPPP). The Contractor shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMSHTD Drainage Section.

The Contractor shall use the NMDOT Drainage Design Manual, July 2018” or current revision and “National Pollutant Discharge Elimination System Handbook, January 1997” or current revision for methodologies in preparation of the Final Drainage Report.

C. Copies

The Contractor shall furnish three (3) bound hard copies and one (1) electronic copy of the Preliminary and Final Drainage Reports for City Staff review and comments.

4. Geotechnical Investigations

A. Geotechnical Services – General

The Contractor may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The City may elect that the Contractor provide geotechnical services as defined below:

a. Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- i. Project location map
- ii. Description of the project scope
- iii. Presentation of the field investigations
- iv. Descriptions of the earth materials encountered during the field investigation
- v. Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)

- vi. For drainage structures, the need for borings will be determined on a site by site basis.
- vii. Geophysical test results.
- viii. Plan and profile sheets with test holes or pits shown in plan and profile views.

b. Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- i. Stabilization/densification of unsuitable embankment or native soils
- ii. Slope stability/steepened slope design
- iii. Mitigation of settlements
- iv. Rock excavation and blasting requirements
- v. Maximum cut slope angles in soil and rock
- vi. Suitability of foundation soils or rock to support an embankment or structure
- vii. Shrink and swell factors of earthwork
- viii. Groundwater affecting the project/need for cut-off trenches
- ix. Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

c. Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. An electronic copy of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures and Foundations

The Contractor may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Contractor provide geotechnical services as defined below.

a. Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

b. Approach Embankment Analysis

Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

c. Foundation Report

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

5. Preliminary Design Plans

The Contractor shall provide or conduct the following:

A. Preliminary Design Report

The Contractor shall prepare and print up to 12 copies of a final Phase I report, which shall include recommendations based on the work performed in the preparation of the drainage reports and the preliminary design plans. Also included in this report will be a detailed construction cost estimate by construction type, and location. The Contractor should contact the City to ascertain the required numbers of copies of the Preliminary Design Report.

B. Preliminary Field Review

The Contractor shall conduct a preliminary field review (PFR) after the location survey and mapping is complete. The PFR will be held to establish the preliminary scoping for the project.

C. Preliminary Design Plans

Provide preliminary design plans (30% completion plans) for the project to be finalized, which shall include: geometrics, traffic control plan, plan and profile sheets, and a preliminary construction cost estimate by construction type. Project plans will include: recommended horizontal and vertical alignment, typical roadway sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, and structure requirements such as bridges, retaining walls, and major drainage structures. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

D. 30% Completion Design Review

Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Project plan shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or fully convertible to the City's current AutoCAD software version. The Contractor shall submit (3) three bound sets of plans (50% reduced) and (1) PDF set for the review. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

6. Right-of-Way Design

The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Contractor will provide right-of-way surveying, mapping, title reports, appraisal, negotiation and monumentation.

A. Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, and monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying, the Contractor shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Contractor shall then submit the workhour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Contractor shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Contractor, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

B. Right-of-Way Mapping

The Contractor shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Contractor will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Contractor shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the Right-of-Way Maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the Contractor. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Contractor as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Contractor. If alignments or other major changes occur to the Right-of-Way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

C. Title Reports

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook, Volume II, utilizing the forms and/or formats set out therein.

Note: For work-hour estimates assume 10 title reports will be required, each a 33-year abstract.

D. Takes and Construction Maintenance Easements (CME's)

The Contractor shall provide the following:

- a. A 33-year certified title search on every parcel affected in the right-of-way acquisition.
- b. A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- c. Copies of all pertinent documents described in Chain of Title (Index).
- d. A five-year tax search (or computer printout) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- e. Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- f. Work map and index identifying each parcel abstracted.
- g. Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

E. Temporary Construction Permits (TCP's)

The Contractor shall provide the following:

- a. Provide current ownership.
- b. Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

1. General

A. The Contractor shall:

- a. Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.
- b. Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Contractor's work.
- c. The City's acceptance or rejection of the Contractor's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- d. The dates for the submission of title reports shall be determined at the initial meeting between the City and Contractor.
- e. All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound

securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.

- f. Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- g. Be fully responsible for the accuracy of all work.

B. The City shall:

- a. Return to the Contractor, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- b. Hold a review of the title work for the purpose of further discussion of the type of title work required.
- c. Make available to the Contractor, City records as may be available and pertinent for the purpose of the work herein described.
- d. Schedule and hold a review with the Contractor and representatives of the City involved in the project as necessary.

F. Monumentation

Upon assignment of a final map date by the City, the Contractor shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final Monumentation Maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

7. Final Design Plan

A. 60% and 90% Completion Design Plans

Provide 60% & 90% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits, and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

B. 60% and 90% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Contractor shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Contractor shall submit (3) half-sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

The Contractor shall provide final design plans, which may include, but are not limited to, the following:

- a. General Sheets
 - i. Title Sheet
 - ii. Vicinity Map
 - iii. Project Layout Sheet
 - iv. Index of Sheets
 - v. Summary of Quantities
 - vi. General Notes and Incidental Items
 - vii. Environmental Concerns and Mitigation Measures
- b. Miscellaneous Sheets
 - i. Typical Sections
 - ii. Miscellaneous Details
 - iii. Surfacing Schedule
 - iv. Structure Quantities
 - v. Miscellaneous Quantities
 - vi. Curb and Gutter Layouts
 - vii. Metal Barrier Layouts
 - viii. Erosion and Sediment Control
 - ix. Seeding and Landscaping
 - x. Grading
 - xi. Visual/Aesthetic Details
- c. Plan and Profiles Sheets
 - i. Mainline
 - ii. Crossroads
- d. Turnout Profiles
- e. Bridge/Retaining Wall/Noise Wall Plans
- f. Traffic Control Plans
 - i. Notes
 - ii. Sequence of Construction
 - iii. Sign Face Details
 - iv. Traffic Control Plans
- g. Signal Plans
 - i. Signal Warrant Analysis for at-grade intersections
 - ii. Signal Design Plans
 - iii. Interconnect Plans

- h. Lighting Plans
 - i. Lighting Analysis
 - ii. Lighting Plan
- i. Permanent Signing and Striping Plans
 - i. Plans
 - ii. Overhead Signs
 - iii. Sign Face Details
- j. Drainage Plans
 - i. Plan and Profile
 - ii. Structure Sections
- k. Earthwork Cross-Sections
- l. Performance Specifications
 - i. Small projects not requiring full plans

C. Final Design Package

The Contractor shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

- a. Five (5) full-size copies of final design plans (36"x 24" or 34" x 22"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director.
- b. Five (5) half-size copies of final design plans (12"x18" or 11"x17").
- c. One (1) electronic copy of the final design plans.
- d. One (1) hard copy and one (1) electronic copy of the final cost estimate.
- e. One (1) electronic copy and three (3) bound final sets of complete bidding documents, including wage rates and signed advertisements.
- f. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings", two (2) 36" x 24" or 34" X 22" paper copy and an electronic copy on a thumb drive in AutoCAD format (version 2015 or more current).

8. Coordination

The Contractor will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (e.g.s. FHWA, US Fish & Wildlife), state (e.g.s. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (e.g.s. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (e.g.s. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Contractor including work completed by sub- contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Contractor will provide the City with all required data and draft/final draft letters of transmittal. In the event the Contractor is not successful in obtaining

formal or informal approvals, the Contractor shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Contractor shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Contractor shall be responsible for:

- a. Scheduling all design reviews.
- b. Writing design review reports.
- c. Writing design team meeting reports (minutes).
- d. Distributing all reports, plans and documents.
- e. Performing property owner interviews and documenting the interviews.
- f. Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction.
- g. Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

9. Public Involvement

The Contractor shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Contractor shall be responsible for following City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation

All necessary permits (e.g. NPDES, 401, 404, etc.) must be obtained prior to project bidding. Coordination and approvals with all appropriate federal, state and local agencies and

authorities will be required, as necessary. Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Contractor will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports, as necessary, shall be prepared in accordance with applicable guidelines and regulations.

2. Construction Bid Documents

The Contractor shall submit to the City a final design (PS&E) package associated with construction bid documents for the project, or as requested by the City, based on funding limits and available budget. The final design package shall include the following:

- a. One (1) full-size set of stamped final design plans (36"x 24" or 34" x 22", signed by the City's Engineering Division Director, ADA Coordinator and Traffic Engineer).
- b. Five (5) full-size copies of final design plans (36"x 24" or 34"x 22").
- c. Five (5) half-size copies of final design plans (12"x 18" or 11"x17").
- d. One (1) hard copy and one electronic copy of the final cost estimate.
- e. Three (3) bound final sets and one (1) electronic copy of complete bidding documents, including wage rates and signed advertisements.
- f. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings" two (2) 36" x 24" or 34" x 22" hard copy and on CD in AutoCAD format (version 2015 or more current).

PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by the Contractor and approved by the City. The Contractor shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Contractor shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

- a. Preconstruction meeting with the Construction Contractor, Owner, Utilities.
- b. Construction Contractor Notice to Proceed.
- c. Daily construction observation, oversight, inspection and daily diary entry.
- d. Construction management basic services including:
 - i. Review of Construction Contractor material submittals or shop drawings.

- ii. General project review and response to Construction Contractor's requests for information and clarification.
- iii. Verify structure drawings.
- iv. Change order review and preparation.
- v. Claims review, documentation, and correspondence.
- vi. Provide "As-Constructed Quantities".
- vii. Receive, review and approve progress payments (to be forwarded to the City).
- viii. Preparation and authorization of field inspections and punch lists.
- ix. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36"x 24) and on CD in AutoCAD format (version 2000 or more current); and
- x. Two-year warranty inspection and report

2. Public Involvement

The City may require Public Involvement Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

The Contractor shall be responsible for the implementation and cost of all public information coordination which may include, but is not limited to, providing construction updates and schedules through a project website and media (television, radio and newspaper) press releases and responding to agency and public concerns and comments. Attendance to periodic (most likely weekly) project meetings between the construction contractor, City personnel and other agencies will be required to obtain schedules and notify the public, property owners, businesses, emergency response, transit and other transportation users of road, lane or access closures, detours and other construction activities that may impact traffic. It is essential the Contractor maintain on-going communication with project construction personnel to ensure accurate dissemination of construction related activities to the public.

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

- 1) Design must comply with all applicable Federal, State and City policies, rules and regulations including all requirements of ADA standards and PROWAG.
- 2) Cost Performance Indicator (CPI) = Budgeted cost of work performed [\$/ Actual cost of work performed [\$/
- 3) Schedule Performance Indicator (SPI) = Budgeted cost of work performed [\$/ Budgeted cost of work scheduled [\$/
- 4) Engineering On-Time Delivery (OTD) = On-time delivery of the project for:
 - a) NMDOT Design Milestone Plan Reviews: 30%, 60%, 90% and PS&E; and
 - b) Project Production Package (submitted to NMDOT on or before June 15).
- 5) All necessary certifications are obtained including but not limited to: Environmental, Right-of-Way, Utility, Railroad, and ITS & SE.

2. Compensation.

A. The City shall pay to the Contractor in full payment the sum of Nine Hundred Eighty-Six Thousand, Two Hundred Twenty-Three Dollars and 61/100 cents (\$986,223.61) excluding gross receipts tax for services satisfactorily performed under PHASE I (Study), PHASE II (Preliminary and Final Design), and PHASE III (Bidding Services). Compensation for PHASE IV (Construction Services) may be negotiated and added by amendment to this Agreement if required. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Eighty-Three Thousand, Two Hundred Twelve Dollars and 62/100 cents (\$83,212.62) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million, Sixty-Nine Thousand, Four Hundred Thirty-Six Dollars and 23/100 cents (\$1,069,436.23). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty (30) 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 no later than four (4) years from the effective date unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

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. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

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

17. Applicable Law.

The laws of the 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. 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.

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: Javier Rosado, PE, City of Santa Fe, Engineering Division, PO Box 909, Santa Fe, NM 87504-0909, Jhrosado@santafenm.gov.

To the Contractor: Ross E. Lujan, PE, 6501 Americas Parkway, Suite 900, Albuquerque, NM 87710, Ross.lujan@aecom.com.

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:

CONTRACTOR:
AECOM Technical Services, Inc.

ALAN WEBBER, MAYOR



ROSS E. LUJAN, PE

DATE: _____

ASSOCIATE VICE PRESIDENT
TITLE

DATE: July 16, 2021
CRS# 02-450666-00-4
Registration # 229607

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

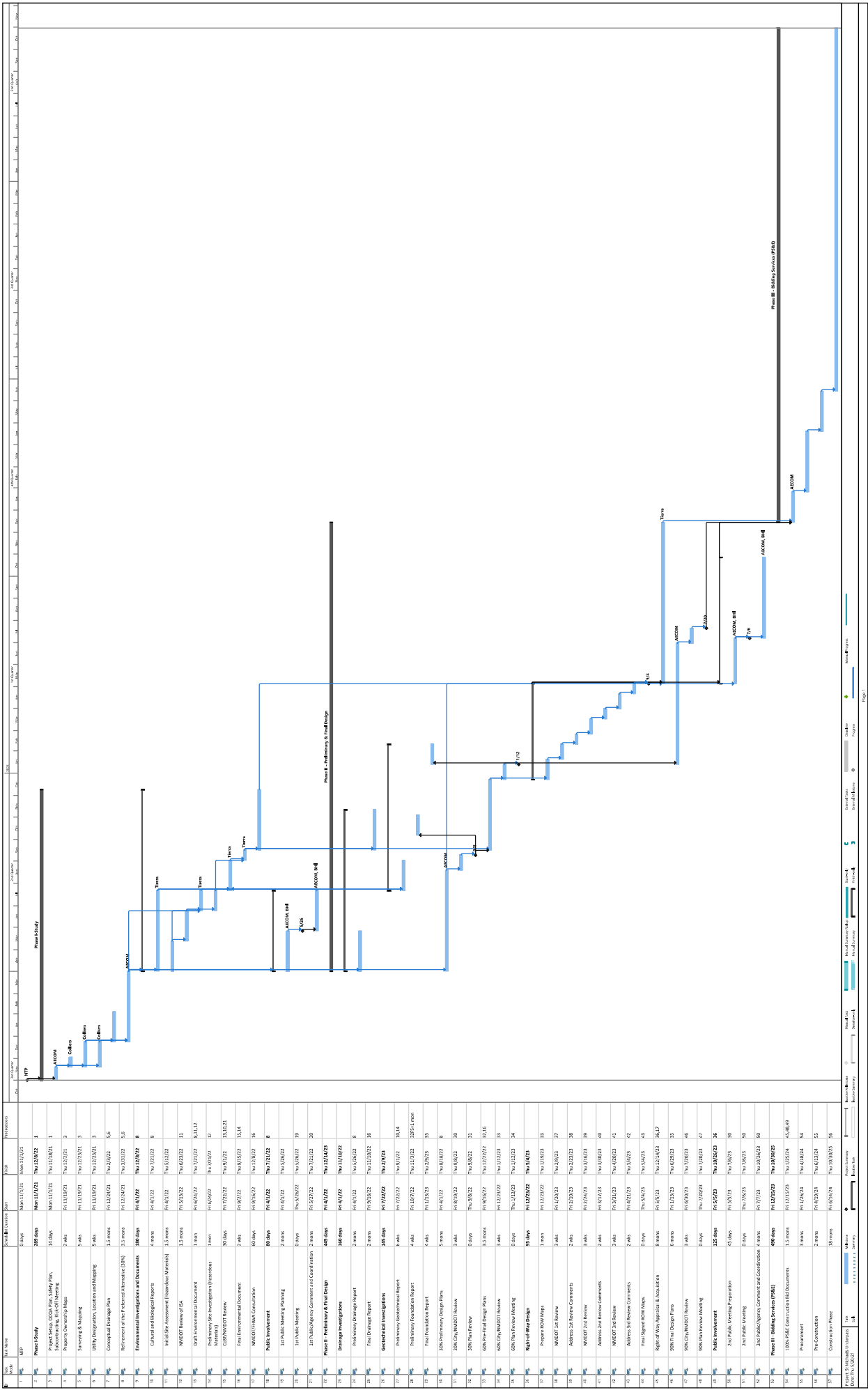

Marcos Martinez (Jun 18, 2021 08:18 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org. Name/572960



AECOM - MANHOURLY BREAKDOWN FOR ENGINEERING SERVICES														Total AECOM Hours				
CLIENT: CITY OF SANTA FE														Project Assistant				
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS														Project Controls				
PROJECT NUMBER: CIP PROJECT #501														Engineer Intern/Technician				
CONTROL NUMBER: S100470														Electrical Engineer/Designer				
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS														Structural Engineer/Designer				
TOTAL HOURS														Utility Engineer/Designer				
TASK DESCRIPTION														Traffic Engineer/Designer				
1. Phase I - Study														Roadway Engineer/Designer				
Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer
0	0	4	0	30	0	8	70	0	170	0	8	50	0	16	0	0	0	0
0	4	4	0	4	0	0	0	0	8	0	0	0	0	0	0	0	0	0
8	80	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0
0	24	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0
Subtotal =	8	108	8	34	0	13	70	0	202	0	8	50	0	16	0	8	8	8
Phase II - Preliminary & Final Design														533				
0	4	2	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
0	4	2	0	4	0	2	0	0	0	0	4	0	0	0	0	0	0	0
0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	4	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0
0	0	4	12	80	80	24	60	32	200	100	24	120	72	370	0	0	0	0
0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	4	12	90	30	16	60	32	240	60	16	180	128	292	0	0	0	0
8	400	0	0	35	16	4	0	12	16	0	4	0	0	30	16	16	16	557
0	24	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0
Subtotal =	8	432	24	209	126	46	132	76	484	160	48	300	200	692	16	16	16	2993
Phase III - Bidding Services														236				
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	8	4	0	40	20	16	24	6	40	4	4	20	8	38	0	0	0	236
Subtotal =	4	8	4	40	20	16	24	6	40	4	4	20	8	38	0	0	0	236
Phase IV - Construction Services														236				
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	20	548	36	24	283	146	226	82	726	164	60	370	208	746	24	24	24	3762
Total Hours =	20	548	36	24	283	146	226	82	726	164	60	370	208	746	24	24	24	3762

AECOM - MANHOURLY BREAKDOWN FOR ENGINEERING SERVICES														Total AECOM Hours					
CLIENT: CITY OF SANTA FE														Project Assistant					
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS														Project Controls					
PROJECT NUMBER: CIP PROJECT #501														Engineer Intern/Technician					
CONTROL NUMBER: S100470														Electrical Engineer/Designer					
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS														Structural Engineer/Designer					
ROADWAY TEAM HOURS														Utility Engineer/Designer					
TASK DESCRIPTION														Traffic Engineer/Designer					
1. Phase I - Study														Roadway Engineer/Designer					
1. Environmental Investigations and Documentation													170						
2. Property Ownership, Location Survey and Mapping			4										8						
3. Coordination																			
4. Public Involvement			24										24						
Subtotal =	0	28	0	0	34	0	0	0	0	0	0	0	202	0	0	0	0	0	0
Phase II - Preliminary & Final Design																			
1. Property Ownership Maps			4										4						
2. Utility Designation, Location, and Mapping			4																
3. Preliminary and Final Drainage Report																			
4. Geotechnical Investigations																			
5. Preliminary Design Plans					80								200						
6. Right-of-Way Design																			
7. Final Design					90								240						
8. Coordination																			
9. Public Involvement			24										24						
Subtotal =	0	32	0	0	174	0	0	0	0	0	0	0	468	0	0	0	0	0	0
Phase III - Bidding Services																			
1. Environmental Investigations and Documentation																			
2. Construction Bid Documents					40								40						
Subtotal =	0	0	0	0	40	0	0	0	0	0	0	0	40	0	0	0	0	0	0
Phase IV - Construction Services																			
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total Hours =	0	60	0	0	248	0	0	0	0	0	0	0	710	0	0	0	0	0	0

AECOM - MANHOURLY BREAKDOWN FOR ENGINEERING SERVICES

CLIENT: CITY OF SANTA FE
 PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
 PROJECT NUMBER: CIP PROJECT #501
 CONTROL NUMBER: S100470
 CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

TRAFFIC TEAM HOURS

TASK DESCRIPTION	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation																		0
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination																		0
4. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping																		0
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations																		0
5. Preliminary Design Plans					80						100			120				300
6. Right-of-Way Design																		0
7. Final Design					30						60			80				170
8. Coordination					16													16
9. Public Involvement																		0
Subtotal =	0	0	0	0	126	0	0	0	0	0	160	0	0	0	200	0	0	486
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents					20						4				4			28
Subtotal =	0	0	0	0	0	20	0	0	0	0	4	0	0	0	4	0	0	28
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total Hours =	0	0	0	0	0	146	0	0	0	0	164	0	0	0	204	0	0	514

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES

CLIENT: CITY OF SANTA FE

PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS

PROJECT NUMBER: CIP PROJECT #501

CONTROL NUMBER: S100470

CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

UTILITY TEAM HOURS

TASK DESCRIPTION

Task Description	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
Phase I - Study																		
1. Environmental Investigations and Documentation							8					8			16			32
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination							5											5
4. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	13	0	0	0	0	8	0	0	16	0	0	37
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping							2					4						6
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations																		0
5. Preliminary Design Plans							24					24			48			96
6. Right-of-Way Design																		0
7. Final Design							16					16			16			48
8. Coordination							4					4						8
9. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	46	0	0	0	0	48	0	0	64	0	0	158
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents							16					4			8			28
Subtotal =	0	0	0	0	0	0	16	0	0	0	0	4	0	0	8	0	0	28
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total Hours =	0	0	0	0	0	0	75	0	0	0	0	60	0	0	88	0	0	223

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES

CLIENT: CITY OF SANTA FE

PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS

PROJECT NUMBER: CIP PROJECT #501

CONTROL NUMBER: S100470

CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

STRUCTURAL TEAM HOURS

TASK DESCRIPTION

Task Description	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation								70					50					120
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination																		0
4. Public Involvement								70	0	0	0	0	50	0	0	0	0	120
Subtotal =																		
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping																		0
3. Preliminary and Final Drainage Report								12										12
4. Geotechnical Investigations								60					120		170			350
5. Preliminary Design Plans																		0
6. Right-of-Way Design								60					180		160			400
7. Final Design																		0
8. Coordination																		0
9. Public Involvement																		0
Subtotal =																		
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents								24					20		20			64
Subtotal =																		
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =																		
Total Hours =																		
	0	0	0	0	0	0	0	226	0	0	0	0	370	0	350	0	0	946

AECOM - MANHOURLY BREAKDOWN FOR ENGINEERING SERVICES

CLIENT: CITY OF SANTA FE
 PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
 PROJECT NUMBER: CIP PROJECT #501
 CONTROL NUMBER: S100470
 CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

ELECTRICAL TEAM HOURS

TASK DESCRIPTION

Task Description	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation																		0
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination																		0
4. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping																		0
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations														72	32			136
5. Preliminary Design Plans									32									0
6. Right-of-Way Design									32					128	36			196
7. Final Design									12									12
8. Coordination																		0
9. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	0	76	0	0	0	0	200	68	0	0	344
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents									6					8	6			20
Subtotal =	0	0	0	0	0	0	0	0	6	0	0	0	0	8	6	0	0	20
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total Hours =	0	0	0	0	0	0	0	0	82	0	0	0	0	208	74	0	0	364

AECOM
 6501 AMERICAS PARKWAY NE, SUITE 900
 ALBUQUERQUE, NM 87110
 PHONE: (505) 855-7500
 FAX: (505) 855-7555

PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT: CITY OF SANTA FE
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

PHASE I, II, & III - ST. MICHAEL'S DRIVE - RAIL TRAIL UNDERPASS
LUMP SUM - FEE PROPOSAL

OVERHEAD = 130.700%
NEGOTIATED FEE = 12%

Work Classification	Direct Labor (Raw Rate)	Overhead	Fee @ 12%	Fully Loaded Rate	Hours	Cost
Project Principal	\$102.07	\$133.41	\$28.26	\$263.73	20	\$5,274.65
Project Manager / Contract Manager	\$82.80	\$108.22	\$22.92	\$213.94	548	\$117,240.19
Quality Manager	\$83.82	\$109.55	\$23.20	\$216.58	36	\$7,796.79
Constructability Engineer	\$80.45	\$105.15	\$22.27	\$207.87	24	\$4,988.88
Senior Roadway Engineer	\$59.79	\$78.15	\$16.55	\$154.49	283	\$43,720.05
Senior Traffic Engineer	\$69.91	\$91.37	\$19.35	\$180.64	146	\$26,372.89
Senior Utility Engineer	\$64.11	\$83.79	\$17.75	\$165.65	75	\$12,423.75
Senior Structural Engineer	\$73.15	\$95.61	\$20.25	\$189.01	226	\$42,715.78
Senior Electrical Engineer	\$85.98	\$112.38	\$23.80	\$222.16	82	\$18,217.00
Roadway Engineer/Designer	\$47.71	\$62.36	\$13.21	\$123.28	726	\$89,497.65
Traffic Engineer/Designer	\$49.41	\$64.58	\$13.68	\$127.67	164	\$20,937.48
Utility Engineer/Designer	\$38.68	\$50.55	\$10.71	\$99.94	60	\$5,996.58
Structural Engineer/Designer	\$49.56	\$64.77	\$13.72	\$128.06	370	\$47,380.39
Electrical Engineer/Designer	\$58.59	\$76.58	\$16.22	\$151.39	208	\$31,488.53
Engineer Intern/Technician	\$32.32	\$42.24	\$8.95	\$83.51	746	\$62,298.24
Project Controls	\$39.81	\$52.03	\$11.02	\$102.86	24	\$2,468.70
Project Assistant	\$37.05	\$48.42	\$10.26	\$95.73	24	\$2,297.55
AECOM Subtotal =					3762	\$541,115.11
Estimated Direct Expenses						
Travel Costs (includes, per diem @ \$85/day, rental car @ \$85/day, and mileage @ \$0.58/mile - current IRS rate)						\$1,299.96
Printing and FedEx Costs						\$2,918.35
AECOM Subtotal Direct Costs =						\$4,218.31
Subconsultants (Please see attached schedules)						
Bohannon Huston, Inc. (Public Outreach & Drainage)					\$100,431.00	
Public Outreach						\$37,835.00
Drainage						\$62,596.00
Colliers Engineering & Design (Surveying, Utility Designation, Right-of-Way Mapping)					\$68,350.30	
Location Surveying & Mapping						\$22,227.83
Preliminary Property Ownership Maps						\$3,343.75
Utility Designation, Location, and Mapping QLA						\$25,095.43
Right of Way Design						\$17,683.29
Terracon Consultants, Inc. (Geotechnical & Hazardous Material Investigations)					\$75,594.89	
Geotechnical and Foundation Reports						\$53,129.55
Initial Site Assessment for Hazardous Materials						\$5,303.38
Preliminary Site Investigation for Hazardous Materials						\$17,161.96
Tierra Right-of-Way (Environmental Investigations and Documentation)					\$48,979.00	\$48,979.00
Design Office (Landscape Architecture)					\$38,260.00	\$38,260.00
Willco Art and Design (Art)					\$21,975.00	\$21,975.00
Subconsultant Total =						\$353,590.19
Total Design Services						
Phase I, II, III Total (exclusive of tax) =						\$898,923.61

Total Right-of-Way Appraisal & Acquisition	
Tierra Right-of-Way (Appraisal & Acquisition) =	\$87,300.00

AECOM - ESTIMATED DIRECT COSTS - TRAVEL
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

Direct Cost Development

Travel for Site Visits and Meetings	Days	Staff	Meetings	Miles	Unit Cost	Cost
Auto Rental @ \$85 / day; Field Visit for Detailed Inventory of Existing Conditions; 130 miles roundtrip from/to Albuquerque		2	3		\$85.00	\$510.00
Mileage @ \$0.58 per mile (Current IRS Rate); Meetings with City of Santa Fe/NM/DOT; 8 miles roundtrip from AECOM Albuquerque office		3	3	130	\$0.58	\$678.60
Mileage @ \$0.58 per mile (Current IRS Rate); Meetings with City of Santa Fe/NM/DOT; 8 miles roundtrip from AECOM Santa Fe office		2	12	8	\$0.58	\$111.36
Estimated Travel Costs =						\$1,299.96

AECOM - ESTIMATED DIRECT COSTS - TRAVEL
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

Direct Cost Development

Printing and Reproduction

	Estimate of Number of Items (per set)										Cost Estimate
	No. of Sets	No. of Sheets	8.5"x11" @ \$0.08 B/W Copy	11"x17" @ \$0.25 B/W Copy	8.5"x11" @ \$0.22 Color Copy	11"x17" @ \$0.44 Color Copy	Cover Materials @ \$0.50	Document Binding @ \$2.00	FedEx	Cost Estimate	
Conceptual Layouts	8	30				\$105.60					\$105.60
Bridge Type Selection Report	2	75			\$24.75	\$16.50	\$2.00	\$8.00			\$51.25
Preliminary Design Report	12	75			\$148.50	\$99.00	\$12.00	\$48.00			\$307.50
Small Meeting Plots and Handouts	20	50				\$440.00					\$440.00
30% Plan Submittal	10	60				\$264.00					\$264.00
60% Plan Submittal	10	125				\$550.00					\$550.00
90% Plan Submittal	10	125				\$550.00					\$550.00
100% Plan Submittal	10	125				\$550.00					\$550.00
Box via FedEx Overnight @ \$12	5								\$60.00		\$60.00
Letter via FedEx Overnight @ \$8	5								\$40.00		\$40.00

Estimated Travel Costs = \$2,918.35



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services Inc. 6501 Americas Parkway NE, Ste. 900 Albuquerque, NM 87110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro



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

BUSINESS REGISTRATION

Business Name: AECOM TECHNICAL SERVICES INC
DBA: AECOM TECHNICAL SERVICES
INC

Business Location: 150 WASHINGTON AVE
SANTA FE, NM 87501

CRS Number: 02450666004

Owner: AECOM TECHNICAL SERVICES INC

License Number: 229607

License Type: Business License - Renewable

Issued Date: February 26, 2021

Classification: Business Registration - Standard

Expiration Date: February 26, 2022

Fees Paid: \$35.00

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN, VA 23060

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AECOM TECHNICAL SERVICES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1178 PAYSHERE CIRCLE

6 City, state, and ZIP code
CHICAGO, IL 60674

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

9	5	-	2	6	6	1	9	2	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Morgan L. Claudio*

Date ▶ 02/5/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AECOM TECHNICAL SERVICES, INC.

Procurement Title: Professional Services Contract

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

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:

Romella Glorioso-Moss Projects Administrator 07/15/2021

Department Rep Printed Name (attesting that all information included) Title Date
 Chief Procurement Officer Aug 2, 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 contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202868

Contractor: AECOM Technical Services, Inc.

Description: S100470/CIP 501 – St. Michael's Drive-Rail Trail Underpass Phase 1-Study, Phase 2-Preliminary and Final Design, and Phase 3 - Bidding Services.

Contract Agreement Lease / Rent Amendment

Term Start Date: Mayor's signature Term End Date: (after 4 years upon si+)

Approved by Council Date: Pending

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: _____


Fran D'Amico (Aug 2, 2021 17:36 MDT)

Purchasing Officer Review: _____ Date: Aug 2, 2021

Comment & Exceptions: RFP #21/28/P Award -Contract

4. Funding Source: CMAQ, HSIP, NMDOT Org / Object: 3309980.572960


Andy Hopkins (Aug 2, 2021 16:01 MDT)

Budget Officer Approval: _____ Date: Aug 2, 2021

Comment & Exceptions: _____

Staff Contact who completed this form: Romella Glorioso-Moss Phone # X6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

DATE: July 6, 2021
TO: **Fran Dunaway, Chief Procurement Officer**
City of Santa Fe
FROM: Romella Glorioso-Moss, AICP, CPPO, Procurement Manager
Public Works Department, Engineering Division, Roadway and Trails
SUBJECT: **Evaluation Committee Report, CIP Project #501 St. Michael's Drive-Rail Trail Underpass RFP #21/28/P**

In accordance with the Request for Proposals for CIP Project #501 St. Michael's Drive-Rail Trail Underpass (RFP #21/28/P) issued February 17, 2021, two (2) responses were submitted from the following Offerors: 1) AECOM Technical Services, Inc.; and 2) Wilson and Company. These two proposals were evaluated by the committee on April 23, 2021 via Zoom.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

1. Javier Rosado, PE, Engineering Division Director, Public Works Department
2. Erick Aune, AICP, SFMPO Officer, Santa Fe Metropolitan Planning Organization
3. Tom Graham, AIA, ADAC, CASp, NCARB, ADA Coordinator, Public Works Department
4. Jose Lerma, Traffic Operations Manager, Public Works Department
5. Zoe Isaacson, Project Administrator, Public Works Department

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

Section IV.B.1, Technical Specifications

Section IV.B.1.1, Organizational Information (Pass/Fail)

	AECOM	Wilson & Co.
<u>Pass/Fail</u>	Pass	Pass

Organizational Information

Specifications

1. Official Name of Business

2. Types of Services provided

3. Legal Form

- a. Individual, partnership, corporation joint venture, or other.
- b. Date of establishment under current name.
- c. Former names, locations, dates.
- d. Names, titles, professional registration, addresses of firm owner, partners or officers.
- e. Categories in which firm is legally qualified to do business in New Mexico.

4. Firm Size – State the current number and type of regular full-time employees in office or facility that would be performing the work for this project. How long have these employees been with the firm?

5. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project. State the location of each.

Evaluation Factors

Pass/Fail only. No points assigned.

AECOM

Pass

Wilson & Co.

Pass

Section IV.B.2, Mandatory Specifications

Section IV.B.2.1, Organizational Experience (150 Total Points)

	AECOM	Wilson & Co.
<u>Offeror Points</u>	141	135

Organizational Experience

Specifications:

A) Offerors shall provide a detailed but brief description of relevant corporate experience with city or state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include their expertise and familiarity with procedural and regulatory design requirements (City of Santa Fe (CoSF), New Mexico Department of Transportation (NMDOT), Federal Highway Authority (FHWA), etc.).

B) Describe at least two project successes and failures of an engineering design project. Include how each experience improved the Offeror’s services.

Evaluation Factors:

Points are awarded based upon an evaluation of the documented organizational experience, knowledge and resources that maybe employed for the project. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

AECOM

The Evaluation Committee awarded AECOM 141 points out of 150 points based on their response on pp. 13-20 of their proposal. In summary, the Evaluation Committee found AECOM’s Project Manager and Team Members to have excellent qualifications to work on this project. They are well experienced with CoSF, NMDOT & Federal government rules and regulations, and have conducted similar projects in Santa Fe and gave more than two (2) project examples. The Evaluation Committee found it impressive and the discussion brief and cogent but it could have been more direct and to the point. They found AECOM’s responses to subcategory 2.1.B described in the “Specifications” above particularly good. Although there was one negative comment on “lessons learned” specifically about their I-25 project, which they had serious mistakes and therefore merits more attention, the Committee’s over-all impression was excellent. The projects they articulated were very relevant to this project (an underpass and a bridge). The lessons learned from similar projects were insightful, thoughtful and offer solutions to similar issues that this project may encounter. They provide a recognition of their capacity to work with a dynamic environment and deal with issues that will come up professionally.

Wilson & Co.

The Evaluation Committee awarded Wilson & Co. 135 points out of 150 points based on their response on pp. 17-25 of their proposal. The Evaluation Committee found Wilson’s proposed team understand and are experienced with CoSF, NMDOT and Federal government relevant rules and regulations. They also demonstrated that they have lots of experience with tunneling and drainage. However, all the project examples given although good are all in Colorado. The concern is not technical as they have demonstrated that they are capable to design an underpass. The concern is that the State of Colorado might have different code and regulations than the State of New Mexico.

Section IV.B.2.2, Organizational Past Performance/ References (150 Total Points)

	AECOM	Wilson & Co.
<u>Offeror Points</u>	94	21

Organizational References

Specifications:

Offeror must provide at least three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Evaluation Factors:

Points were awarded for each reference up to 1/3 of the total points for this category. Lack of a response/reference received zero (0) points.

AECOM

The Evaluation Committee awarded AECOM 94 points out of 150 points based on their three (3) references from Kathy Crowell, Rodrigo Eichwald, PE and Nick Porrel. Although three (3) references were submitted, they were not all about the proposed Project Team or AECOM. Further, none of the references were for similar projects. The projects were relevant (bicycle & pedestrian trails) but not similar to an underpass project.

Wilson & Co.

The Evaluation Committee awarded Wilson & Co. 21 points out of 150 points based on the Offeror’s one reference from Jason Stutzman. Although the reference is for an underpass project, multi-use trail, the reference is for one of their sub-consultants and not for Wilson & Co.

Section IV.B.2.2.3, Project Team Experience and Qualifications (200 Total Points)

	AECOM	Wilson & Co.
<u>Offeror Points</u>	192	182

Project Team Experience and Qualifications

Specifications:

Offerors must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. Present the organizational chart for the project team which must include a Project Manager. Provide the following information:

- a. List the full names and functional titles of all project team members.
- b. List the qualifications for each team member.
- c. Describe precisely what role each person will perform.
- d. Specify the percent of time each team member will be assigned to the project.
- e. List similar projects in which the person has participated.
- f. Attach a brief resume for each team member which for the sake of uniformity must use the following format:
 - i. Name and Title
 - ii. Specialized Professional Competence

- iii. Current Responsibilities
- iv. Representative Project Assignments with Firm
- v. Representative Project Assignments for Other Identified Employers
- vi. Professional Background and Education

Evaluation Factors:

Points were awarded based on the team members’ relevance and extent of their experience, expertise and knowledge in engineering design; and of their formal education, certifications and licenses. In addition, points were also based on the amount of care and attention given to assembling the team members based on their specialized professional competence and Scope of Work.

AECOM

The Evaluation Committee awarded AECOM 192 points out of maximum score of 200 points based on their response on pp. 27-58 of their proposal. The Evaluation Committee thought that the Offeror provided all the information requested. They’re able to demonstrate clearly that they have the expertise needed to do the project. The presentation was very thorough and responsive to the questions. The organizational chart looks good. However, there were two (2) concerns raised by the Evaluation Committee Members. Firstly, is the heavy dependence on sub-consultants, which could be a challenge for the Project Manager delivering the product on time/schedule. Secondly, it appears that the percentage of time allotted for each team member is quite low indicating that our project might not receive sufficient attention. Consequently, lengthening project time or quality may suffer.

Wilson & Co.

The Evaluation Committee awarded Wilson & Co. 182 points out of maximum 200 points based on the Offeror’s response found on pages 29-38 of their proposal. The Evaluation Committee finds their Team with solid qualifications; the organizational chart was good. The time each staff would allot to the project is strong. However, there is no reference to their current responsibilities, which makes it difficult to substantiate time allocated for the project. Another shortcoming also is that the projects that the Prime Consultants provided are not similar to the underpass project.

Section IV.B.2.2.4, Project Plan (200 Total Points)

	AECOM	Wilson & Co.
<u>Offeror Points</u>	186	155

Project Plan

Specifications:

- a. Describe your proposed design approach for addressing typical issues of pedestrian underpass construction such as: 1) personal safety issues both perceived/real; and 2) maintenance issues such as graffiti. Explain why do you think your proposed approach offers the greatest chance of success?
- b. Describe your proposed approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.
- c. Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- d. Include a milestone chart (e.g. Microsoft Project, Primavera, Critical Path or Gantt chart) showing tasks to be performed, proposed staff member designated for the completion of each task, and the time frame for completing each task (e.g. design phases, public meetings, design reviews, certification for environmental, ROW, utility, etc.)

Evaluation Factors:

Points were awarded based on the Offeror's thorough understanding of the Scope of Work; the clarity, creativity and reasonableness of the proposed design; the method for managing sub-consultants and Client's needs; and the quality of the milestone chart such as is it clear, logical, specific, detailed and attainable?

AECOM

The Evaluation Committee awarded AECOM 186 points out of 200 maximum points based on their response on pp. 59-75 of their proposal. The Evaluation Committee thought that they were very organized. The roles and responsibilities of each team member were clearly defined. The project plan was well articulated and clearly explained; what they intended to do and how they intend to do it. The plan is specific enough although some aspects of it such as the discussion on Quality Control was vague or too general. Another aspect of the project plan that is a concern to Evaluation Committee is the discussion of the project milestones, which they find weak. In addition, the time allotted to each activity or project milestones seem inadequate.

The Offeror's discussion on safety, maintenance and graffiti issues were fully addressed. Their experience designing and building the Acequia Trail Underpass came through quite clearly. For example, they seem to address in this proposal the maintenance issues we are currently experiencing with the Acequia Trail Underpass.

The Conceptual Design/Modeling looks quite attractive. However, more careful thought or consideration should have been given to the grading, drainage, culvert, etc. The Offeror seems to have a high level of certainty in their conceptual design while we all know that they could run into some issues such as ROW and drainage that they did not anticipate and therefore not prepared for. Also, there appears a mismatch between the discussion of issues (personal safety, maintenance, graffiti, etc.) and rendering of conceptual design. The discussion, which is very clear did not show up in the conceptual design.

Wilson & Co.

The Evaluation Committee awarded Wilson and Co. 155 points out of 200 points based on the Offeror’s response on pp. 39-51 of their project proposal. Overall, the Evaluation Committee thought that the Project Plan presented was okay. It showed a good understanding on cost control. However, it could have been better if: 1) they addressed in detail the underpass issues of safety, graffiti, etc.; and 2) created a project plan specifically for this proposal. Consequently, it appeared that a boilerplate approach would be used on designing this project. It’s more of “*what we have done before and this is the boiler plate how are we going to design this project*”. Hence, it came across as sterile. It would not be a specific design for a specific project.

Public engagement is another weakness since they will have only one public meeting at the beginning of the project. For a project like this, it would be good to reach out to the public throughout the process.

Section IV.B.3, Desirable Specifications

Section IV.B.3.1, Demonstrated Experience with Underpass Engineering Design Projects (150 Total Points)

	AECOM	Wilson & Co.
<u>Offeror Points</u>	150	116

Specifications:

Describe your past experience in designing an attractive, practical and safe pedestrian underpass. Describe the approach you used for addressing typical underpass design issues such as 1) personal safety; 2) maintenance, especially addressing graffiti; and 3) amenity (dark and uninviting). Is this the same design you are proposing for this project? Why or why not? You may provide photographs of your previous underpass project(s) or any publications about your project.

Evaluation Factors:

Points were awarded based on creativity and practicality of the design of the project especially addressing underpass issues of public safety, maintenance, especially graffiti, and amenities/attractiveness. Additionally, the Committee may base their scoring on the photographs or publications the Offeror submitted.

AECOM

The Evaluation Committee awarded AECOM a perfect score 150 points based on the Offeror’s response found on page 76 of their proposal. The Evaluation Committee’s score was based on the past experience of the Project Manager. Without him, the Project Team does not really have much experience in designing an underpass project. The Project Manager’s experience based on his Acequia Trail Underpass project was very relevant and critical.

The Evaluation Committee finds their response very thorough; addressing all typical underpass issues of public safety, maintenance, especially graffiti, and amenities/attractiveness. The design key element of direct line of view was found strategic for addressing these important issues.

They clearly demonstrated they have the technological knowledge for addressing safety issues including mentioning the use of a CCTV. They also demonstrated that they have given careful consideration of factors other than technology. For e.g. they thought of not using the word “tunneling” but rather “open underpass” showing clear understanding of some of the nuances of implementing a project like this in Santa Fe.

Wilson and Co.

The Evaluation Committee awarded Wilson and Co. 116 points out of 150 points based on the Offeror’s response on pp. 52-53 of their proposal. The Evaluation Committee thought that the Offeror demonstrated they have technical skills (engineering, structural, etc.) to design the project and they have good working relationships with all the agencies that would be involved in this project. However, the Committee thought that the Offeror’s response was again based on a boiler plate approach - all broad strokes. The projects presented, although engineered well, were uninspiring and do not fit Santa Fe. No thought was given to the uniqueness of this project; uniqueness of Santa Fe and what our community members would be looking for in a project like this.

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	Pass	Pass

Specifications:

The Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E of the RFP. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.31 and APPENDIX E, and to return a signed, unaltered form will result in Offeror’s disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM

Pass

Wilson & Co.

Pass

Section IV.C.2, Signed Campaign Contribution Disclosure Form_(Pass/Fail)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	Pass	Pass

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM

Pass

Wilson & Co.

Pass

Section IV.C.3, Non-Collusion Affidavit Form (Pass/Fail)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	Pass	Pass

Specifications:

The Offeror must complete an unaltered Non-Collusion Affidavit Form and submit a signed copy with the Offeror's proposal. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM

Pass

Wilson & Co.

Pass

Section IV.C.4, Conflict of Interest Statement for Consulting Firms (Pass/Fail)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	Pass	Pass

Specifications:

The Offeror must complete an unaltered Conflict of Interest Statement for Consulting Firms and submit a signed copy with the Offeror's proposal. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM

Pass

Wilson & Co.

Pass

Section IV.C.5, Oral Presentation (150 Total Points)

	AECOM	Wilson & Co.
<u>Offeror Points</u>	150	150

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Public Works Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Public Works will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Both **AECOM** and **Wilson & Co.** received 150 points because no oral presentations were held.

**RFP CIP Project #501: St. Michael's Drive - Rail Trail Underpass Project
RFP # 21/28/P**


Evaluation Summary

	<u>AECOM</u>	<u>Wilson & Co.</u>
Section IV.B.1. Technical Specifications Organizational Information (Pass/Fail)	Pass	Pass
Section IV.B.2.1. Technical Specifications Mandatory Specification Organizational Experience (150 Points)	141	135
Section IV.B.2.2. Technical Specifications Mandatory Specification Organizational Past Performance/References (150 Points)	94	21
Section IV.B.2.3. Technical Specifications Mandatory Specification Project Team Experience and Qualifications (200 Points)	192	182
Section IV.B.2.4. Technical Specifications Mandatory Specification Project Plan (200 Points)	186	155
Section IV.B.3.1. Technical Specifications Desirable Specification (150 Points)	150	116
Section IV.C.1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	Pass
Section IV.C.2. Business Specifications Signed Campaign Contribution Disclosure Form (Pass/Fail)	Pass	Pass
Section IV.C.3. Business Specifications Signed Non-Collusion Affidavit Form (Pass/Fail)	Pass	Pass
Section IV.C.4. Business Specifications Signed Conflict of Interest Statement (Pass/Fail)	Pass	Pass
Section IV.C.5. Business Specifications Oral Presentation	150	150
TOTAL POINTS AWARDED	913	759

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the professional services contract to perform the scope of work as outlined in the RFP CIP Project #501: St. Michael's Drive - Rail Trail Underpass Project, RFP #21/28/P to the proposal receiving the highest score along the natural point-break; AECOM; subject to agreement between the Public Works Department and AECOM. Awarding the professional services contract to AECOM is in the best interest and is most advantageous to the New Mexico Department of Transportation, City of Santa Fe, and Public Works Department clients.

Committee Signature Approval



Javier Rosado, PE
Public Works – Engineering Division Director
Evaluation Committee Member

07/07/2021

Date



Erick Aune, AICP
Santa Fe Metropolitan Planning Organization Officer
Evaluation Committee Member

07/07/21

Date



Tom Graham, AIA, ADAC, CASp, NCARB
Public Works – ADA Coordinator
Evaluation Committee Member

7/7/2021

Date



José Lerma III
Public Works – Traffic Operations Manager
Evaluation Committee Member

7/7/2021

Date

Zoe Isaacson

Zoe Isaacson
Public Works – Project Administrator
Evaluation Committee Member

07/07/2021

Date

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPPO
Procurement Manager

07/06/2021

Date

Chief Procurement Officer Signature Approval



Fran Dunaway
Chief Procurement Officer
City of Santa Fe

7/14/2021

Date






GB PW - AECOME Technical Services (St. Michael's Drive - Rail Trail Underpass)

Final Audit Report

2021-07-22

Created:	2021-07-22
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWA9Hyvk5NBm0QI975uvYrIkopdKDU2cn

"GB PW - AECOME Technical Services (St. Michael's Drive - Rail Trail Underpass)" History

-  Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-22 - 2:41:50 PM GMT- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-07-22 - 2:44:22 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-07-22 - 2:45:16 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-07-22 - 2:46:29 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-07-22 - 2:46:29 PM GMT

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/16/21
FOR CITY COUNCIL MEETING OF 08/25/21

Request for the Approval of MOA in the Total Amount of \$485,000 for funding support of the Santa Fe Film office over a four year term beginning FY22, ending June 30, 2025: Contractor: Santa Fe County; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

Committee		Review:
Public Works and Utilities Committee:		8/9/2021
Finance Committee:		8/16/2021
Governing Body: 8/25/2021		

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021
ISSUE NO. 7g
Request for the Approval of MOA in the Total Amount of \$485,000 for funding support of the Santa Fe Film office over a four year term beginning FY22, ending June 30, 2025: Contractor: Santa Fe County; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).
Committee Review: Public Works and Utilities Committee: 8/9/2021 Finance Committee: 8/16/2021 Governing Body: 8/25/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/16/21 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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



City of Santa Fe, New Mexico

Memorandum



DATE: June 30, 2021

TO: Jarel LaPan Hill, City Manager

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, ED Executive Director *Richard Brown*

FROM: Randy Randall, TSF Executive Director *Randy Randall*

ITEM AND ISSUE:

Request for the Approval of MOA in the Total Amount of \$485,000 for funding support of the Santa Fe Film office over a four year term beginning FY22, ending June 30, 2025; Contractor: Santa Fe County; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209)

BACKGROUND AND SUMMARY:

The city and county are continuing to operate the joint Santa Fe Film Office to support the ever increasing demand for film production in the market. Working together, this office has provided significant increased support to the film industry and has allowed Santa Fe to be more competitive in attracting its fair share of the business coming to the state. In addition to an equal match to the funding from the city, the county also provides office space, support and direct supervision. The \$485,000 from the city over the four year period is shared equally with Economic Development and TOURISM Santa Fe.

No Santa Fe Business License or COI shall be required as the Santa Fe County is a government agency.

PROCUREMENT METHOD:

Exempt from procurement under 13-1-98-V for contract term ending June 30, 2025.

CONTRACT NUMBER:

Munis contract number is 3202735.

FUNDING SOURCE:

The funding source for TSF is:

Fund Name/Number: Lodgers Tax/Fund 213

Munis Org Name/Number: VSF – Admin/2130521

Munis Object Name/Number: Other Consulting/510340 – 242,500 (over 4 years)

The funding source for Economic Development is:

Fund Name/Number: Economic Development/Fund 221

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Other Consulting/510340 – 242,500 (over 4 years)

ACTION REQUESTED:

Department Name respectfully requests your review and approval.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Santa Fe County – Film

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Shirley Spencer, TSF Administrative Manager

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Randy Randall, TSF Executive Director
 Department Rep Printed Name and Title

Randy Randall
 Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Jul 12, 2021 10:13 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all required documentation
 Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Randy Randall, TSF Executive Director

Department Rep Printed Name and Title

Randy Randall

Department Rep Signature attesting that all information included



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202735

Contractor: Santa Fe County

Description: Funding support for the Santa Fe Film Office

Contract Agreement MOA Lease / Rent Amendment

Term Start Date: FY22 Term End Date: June 30, 2025

Approved by Council Date: _____

Contract / Lease: 4 year Memorandum of Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
City and County have entered into agreements for the support of Santa Fe Film office since 2016

3. **Procurement History:** Exemption

John Dancy
From: Kaway (Jul 12, 2021 10:33 MDT)

Jul 12, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Funding Split between TSF & Economic Development ^{ED} 2122,800. ⁵¹⁰³⁴⁰

4. **Funding Source:** TSF-Visit Santa Fe & ED (Other Consulting)

Andy Hopkins
Andy Hopkins (Jul 7, 2021 16:05 MDT)

Org / Object: 2130521.510340 (TSF) & Jul 7, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Shirley Spencer Phone # 505-955-6208

Email: sjspencer@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: June 30, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Richard Brown, ED Executive Director *Richard Brown*

From: Randy Randall, TOURISM Santa Fe Executive Director 

Subject: Exemption Determination Request 13-1-98 A

TOURISM Santa Fe Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between Santa Fe County and City of Santa Fe Tourism Santa Fe Department

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

- A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through [13-1-137](#) NMSA 1978;*

Amount: \$485,000

Term: four years: FY22 – FY25

Approved Exemption



Fran Dunaway (Jul 12, 2021 10:13 MDT)

Fran Dunaway, Chief Procurement Officer

SPENCER, SHIRLEY J.

From: DUNAWAY, FRANCES A.
Sent: Tuesday, June 22, 2021 1:02 PM
To: SPENCER, SHIRLEY J.
Subject: FW: Procurement Method of MOA SFFO
Attachments: MOA - SFFO FY22 to 25 (00000003).docx

Hi Shirley,
Thank you for sending this MOA- this would be exempt pursuant to 13-1-98 A. entity to entity. although there is funding involved, so I appreciate that you sent it for review. Thank you!

Respectfully,

Fran Dunaway, CNMB, CPO

Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016

fadunaway@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Tuesday, June 22, 2021 12:41 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Subject: Procurement Method of MOA SFFO

Hi Fran,
Do I need a procurement method for SF Film/SF County MOA? Attached is a draft we will work for 4 years. Randy thought now but before we proceed want your confirmation.
Thank you!
Shirley Spencer

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE
REGARDING THE SANTA FE REGIONAL FILM OFFICE**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the ____ day of _____ 2021, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City").

RECITALS

WHEREAS, the film and media industries contribute millions of dollars annually to the local and regional economy; and

WHEREAS, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office and entered into Memorandum of Agreement No. 2016-0358-CMO/MM; and

WHEREAS, the parties entered into subsequent Memorandum No. 2018-0080-CMO/BT; 2019-0175-CMO/BT and 2020-0147-CMO/BT, establishing and amending the funding contributions by the parties for each respective fiscal year for the operation of the Santa Fe Film Office; and

WHEREAS, the parties wish to enter into this MOA No. 2021-0121-CMO/BT to supersede all prior agreements and establish the funding of the Santa Fe Film Office for the next four years and provide for other duties of the Santa Fe Regional Film Office.

NOW, THEREFORE, the parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Provide direct management and oversight of the staff of the Santa Fe Regional Film Office.
2. Designate a liaison to work with the City to perform the duties and obligations of the Santa Fe Regional Film Office.
3. Provide funding for operational expenditures of the Santa Fe Regional Film Office as follows:

- a) Fiscal Year 2022 - \$100,000.00
- b) Fiscal year 2023 - \$125,000.00
- c) Fiscal year 2024 - \$125,000.00
- d) Fiscal year 2025 - \$135,000.00

B. The City shall:

- 1. Designate a liaison to work with the County to perform the duties of and obligations of the Santa Fe Regional Film Office.
- 2. Provide funding for operational expenses of the Santa Fe Regional Film Office as follows:

- a) Fiscal year 2022 - \$100,000.00
- b) Fiscal year 2023 - \$125,000.00
- c) Fiscal year 2024 - \$125,000.00
- d) Fiscal year 2025 - \$135,000.00

2. FUTURE INDEBTEDNESS

Subject to NMSA 1978, § 6-6-11 (Bateman Act), Art. IX, Sec. 10, and Article IX, sec. 12, of the state constitution, and the availability of sufficient appropriations from the Santa Fe County Board of County Commissioners and the Governing Body of the City of Santa Fe, nothing in this MOA shall require the County or the City to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

3. TERM AND TERMINATION

- A. This MOA shall become effective as of the date of last signature by the parties hereto and shall terminate on June 30, 2025, unless earlier terminated as indicated below.
- B. This MOA may be terminated by either party upon delivery of a written notice delivered to the other party at least 90 days prior to the stated date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to the termination.

4. ASSIGNMENT

Neither party shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This MOA shall not be altered, changed or amended except by an instrument in writing executed by the parties.

7. APPROPRIATIONS AND AUTHORIZATION

The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this MOA. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the terminating party to the other party. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the parties.

10. ACCOUNTABILITY

During the term of this MOA and for a period of three years thereafter, each party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other party and to the any other parties during regular business hours of the Regional Film Office.

11. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOA, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOA.

12. SUCCESSORS AND ASSIGNS:

This MOA will inure to the benefit of the Party's successors or assigns.

13. ENTIRE AGREEMENT

This MOA represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject of this MOA. No changes, amendments or alterations to this MOA will be effective until in writing and signed by the parties.

14. NOTICES

Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Santa Fe County
Attn: Jennifer LaBar-Tapia, Film Office Executive Director
P. O. Box 276
Santa Fe, New Mexico 87504-0276

CITY: Jarel Lapan Hill, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

IN WITNESS WHEREOF the Parties have duly executed this MOA as of the date of last signature by the parties hereto.

SANTA FE COUNTY

Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Division:

Yvonne S. Herrera
Finance Director

Date

CITY OF SANTA FE:

Alan Webber, Mayor

Date

ATTEST:

Kristine Bustos Mehelcic, City Clerk

Date

Approved as to form:



Erin McSherry, City Attorney

Jun 25, 2021

Date

Finance Department:

Mary McCoy, Finance Director

Date

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE
REGARDING THE SANTA FE REGIONAL FILM OFFICE**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the 3rd day of July 2021, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City").

RECITALS

WHEREAS, the film and media industries contribute millions of dollars annually to the local and regional economy; and

WHEREAS, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office and entered into Memorandum of Agreement No. 2016-0358-CMO/MM; and

WHEREAS, the parties entered into subsequent Memoranda Nos. 2018-0080-CMO/BT; 2019-0175-CMO/BT and 2020-0147-CMO/BT, establishing and amending the funding contributions by the parties for each respective fiscal year for the operation of the Santa Fe Film Office; and

WHEREAS, the parties wish to enter into this MOA No. 2021-0121-CMO/BT to supersede all prior agreements and establish the funding of the Santa Fe Film Office for the next four years and provide for other duties of the Santa Fe Regional Film Office.

NOW, THEREFORE, the parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Provide direct management and oversight of the staff of the Santa Fe Regional Film Office.
2. Designate a liaison to work with the City to perform the duties and obligations of the Santa Fe Regional Film Office.
3. Provide funding for operational expenditures of the Santa Fe Regional Film Office as follows:

- a) Fiscal Year 2022 - \$100,000.00

- b) Fiscal year 2023 - \$125,000.00
- c) Fiscal year 2024 - \$125,000.00
- d) Fiscal year 2025 - \$135,000.00

B. The City shall:

- 1. Designate a liaison to work with the County to perform the duties of and obligations of the Santa Fe Regional Film Office.
- 2. Provide in funding for operational expenses of the Santa Fe Regional Film Office as follows:

- a) Fiscal year 2022 - \$100,000.00
- b) Fiscal year 2023 - \$125,000.00
- c) Fiscal year 2024 - \$125,000.00
- d) Fiscal year 2025 - \$135,000.00

2. FUTURE INDEBTEDNESS

Subject to NMSA 1978, § 6-6-11 (Bateman Act), Art. IX, Sec. 10 of the state constitution, and the availability of sufficient appropriations from the Santa Fe County Board of County Commissioners, nothing in this MOA shall require the County to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

3. TERM AND TERMINATION

- A. This MOA shall become effective as of the date of last signature by the parties hereto and shall terminate on June 30, 2025, unless earlier terminated as indicated below.
- B. This MOA may be terminated by either party upon delivery of a written notice delivered to the other party at least 90 days prior to the stated date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to the termination.

4. ASSIGNMENT

Neither party shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result

of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This MOA shall not be altered, changed or amended except by an instrument in writing executed by the parties.

7. APPROPRIATIONS AND AUTHORIZATION

The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this MOA. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the terminating party to the other party. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the parties.

10. ACCOUNTABILITY

During the term of this MOA and for a period of three years thereafter, each party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other party and to the any other parties during regular business hours of the Regional Film Office.

11. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOA, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOA.

12. SUCCESSORS AND ASSIGNS:

This MOA will inure to the benefit of the Party's successors or assigns.

13. ENTIRE AGREEMENT

This MOA represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject of this MOA. No changes, amendments or alterations to this MOA will be effective until in writing and signed by the parties.

14. NOTICES

Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Santa Fe County
Attn: Jennifer LaBar-Tapia, Film Office Executive Director
P. O. Box 276
Santa Fe, New Mexico 87504-0276

CITY: Jarel Lapan Hill, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

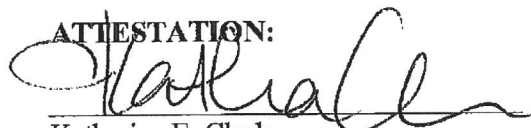
IN WITNESS WHEREOF the parties have duly executed this MOA as of the date of last signature by the parties hereto.

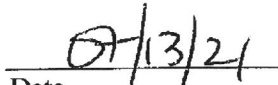
SANTA FE COUNTY


Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:


Katharine E. Clark
Santa Fe County Clerk


Date



City of Santa Fe, New Mexico

Memorandum



DATE: July 13, 2021

TO: Governing Body

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

Kyra Ochoa (Jul 13, 2021 09:49 MDT)

Gino Rinaldi (Jul 13, 2021 09:43 MDT)

FROM: Anya Alarid, Volunteer Program Manager 

ITEM AND ISSUE:

Request for the Approval of Memorandum of Agreement with Presbyterian Medical Services, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov , 505-955-4744.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between Presbyterian Medical Services and the City of Santa Fe. Our Federal and State funding sources require we have these documents in place when providing volunteer services via our Foster Grandparent Volunteer Program. The Volunteer Station Agreement outlines the responsibilities for both the City as well as the volunteer stations. Please note that **compensation is not involved** in this memorandum.

PROCUREMENT METHOD:

N/A

CONTRACT NUMBER:

Munis contract number is 3202832

ACTION REQUESTED:

Senior Services respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202832

Contractor: Presbyterian Medical Services

Description: **Memorandum of Understanding with Presbyterian Medical Services Headstart. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 09/01/2021 Term End Date: 06/30/2024

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)
Memorandum of Understanding with Presbyterian Medical Services Headstart. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.

3. Procurement History: N/A

Steve Denny From: Denny (Jul 22, 2021, 1:59 MDT) Jul 22, 2021
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

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

Andy Hopkins Andy Hopkins (Jul 20, 2021 14:04 MDT) Jul 20, 2021
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

VOLUNTEER STATION AGREEMENT

This Volunteer Station Agreement (“Agreement”) is made and entered into by and between Presbyterian Medical Services (PMS) (the “Volunteer Station”) and the City of Santa Fe (the “Sponsor”). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

A. The Parties agree to abide by the attached basic provisions, which become part of this Agreement. The Sponsor representative who will serve as liaison with the Volunteer Station is Anya Alarid DSS Program Manager; Foster Grandparent Program; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4744.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the respective school’s principal and assigned teacher. Ms. Lucia Trujillo, Administrator, 1409 Second Street, Santa Fe, NM 87505; telephone number (505) 820-1604; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station’s policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a risk of harm or injury to himself/herself or any staff member, volunteer, student, family member or client of Volunteer Station.

I. BASIC PROVISIONS

A. The Sponsor will:

(1) Place approximately eight Foster Grandparents to serve approximately 24 children with special or exceptional needs for a period of 20-30 hours per week with approval of the FGP Project Director in accordance with FGP guidelines.

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignment.

(5) Furnish adequate accident and liability insurance coverage as required by FGP project guidelines.

(6) Retain full responsibility for the management and fiscal control of the project.

(7) Arrange for the transportation of all FGP volunteers to and from the Volunteer Station.

(8) Arrange physical examinations for all Foster Grandparents, initially prior to assignment, and annually thereafter.

(9) Within the limits of available resources and project policy, insure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.

(10) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the FGP project guidelines as well as Sponsor's staff.

(11) Provide in-service training for volunteers at least once a month for four hours.

(12) Ensure a written Agreement is signed authorizing service by the Foster Grandparent and specifying volunteer activities to be performed.

(13) In cooperation with the project Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

B. The Volunteer Station will:

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site. The Volunteer Station will ensure the volunteers are not left unattended.

(3) Provide Foster Grandparents with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.

(5) Have the right to request the Sponsor to reassign volunteer.

(6) Provide for adequate health and safety protection of volunteers.

(7) Collect and validate appropriate volunteer reports for submission to the Sponsor.

(8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

(9) Obtain a written Letter of Agreement prior to assignment of Foster Grandparents in homes of children served, specifying volunteer activities to be performed. This Letter of Agreement will be signed by the Volunteer Station and the child's legal representative(s).

(10) Provide cash/in-kind contribution(s) in support of the project such as meals provided at the various Volunteer Stations.

(11) Presbyterian Medical Services (PMS) will make available a noon meal, five (5) days per week to participants of the City of Santa Fe Foster Grandparent Program during the term of this Agreement as in-kind services in lieu of cash reimbursement due to budget restraints thereby creating inter-generational activities both in the classroom and during lunch time.

II. TERM AND EFFECTIVE DATE

This Agreement is effective when signed by the Sponsor and will terminate on June 30, 2024, unless soon pursuant to Article III below.

III. TERMINATION

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

IV. INDEMNIFICATION

The Volunteer Station shall indemnify, hold harmless and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well

as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

V. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor 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 limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

VI. RECORD AND AUDIT

The Volunteer Station 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 by the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

VII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Volunteer Station 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 Volunteer Station agrees that the laws of the State of 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.

VIII. NON-DISCRIMINATION

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment position to be used in the performance of services by the Volunteer Station 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.

IX. AMENDMENT

This Agreement shall not be altered, changed or modified except by amendment in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

VOLUNTEER STATION:
PRESBYTERIAN MEDICAL SERVICES

By: _____

Title: _____

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 12, 2021 14:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Volunteer Placement

1. Under the direction of the Foster Grandparent Program (FGP) staff and the assigned Volunteer Station Supervisor, the volunteer will carry out the following duties, providing service to children in circumstances identified as limiting their academic, social, or emotional development in addition to the traditional children with special or exceptional needs.

A. Foster Grandparent assignments shall provide for Foster Grandparents to give direct services to one or more eligible children that:

B. Individuals served by Foster Grandparents must be children with special or exceptional needs.

C. Foster Grandparent must serve from 15 to 40 hours per week.

D. Assignments and activities should serve the dual purpose of providing a high quality experience that will enrich the lives of the volunteers and meet critical community needs, providing specific outcomes for the children served.

E. Foster Grandparents may assist small groups when, by doing so, they can continue to directly serve the needs of their assigned children.

Foster Grandparent Activities

1. Tutor/mentor between 3 to 5 teacher-identified children with special needs. Duties shall be agreed upon in the Child Care Plan.

2. Offer emotional support to child victims of abuse and neglect by providing love, encouragement and mentoring on a one-to-one basis.

3. Tutor children with low literacy skills.

4. Provide extra care and attention to children who have special or exceptional needs in order to improve their physical, mental, emotional and social development so they may grow to reach their maximum potential and become as independent as possible.

5. Serve children in school, day care, Head Starts, community programs and institutional programs.



PRESMED-02

CBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/2/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412		FAX (A/C, No): (866) 487-3972
	E-MAIL ADDRESS: Carrie.Butler@hubinternational.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Philadelphia Indemnity Insurance Company			18058
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
Presbyterian Medical Services Inc.
P O Box 2267
Santa Fe, NM 87504-2267

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2175263	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EACH VIOLENT EV \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2175263	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB736599	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHPK2175263	9/1/2020	9/1/2021	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Community Services Dept Children & Youth Commission 200 Lincoln Ave Santa Fe, NM 87504-0909	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 
---	---

Information Summary

First Named Insured: Presbyterian Medical Services Inc.

The First Named Insured will be the insured that is:

- A. *Responsible for payment of premium*
- B. *Authorized to make changes in policy with approval of insurance company*
- C. *Authorized to cancel the policy*
- D. *Designated to receive notice of cancellation*

Mailing Address: P O Box 2267
Santa Fe, NM 87504-2267

Coverage Becomes Effective 12:01 A.M. Standard Time at your mailing address.

Locations: See Attached

Effective Date: 9/1/2019

DISCLAIMER: This document contains only a summary of your insurance coverage. It is your responsibility to carefully and completely review the actual policies for actual terms, limits and conditions. In the event of any inconsistency between the terms of the policies and the provisions of this document, the terms of the policies will govern and control.

Carlsbad Family Health Center
 Head Start - Torrance County Administration
 Head Start - Torrance, Estancia
 Head Start - Torrance, Moriarty
 Head Start/Early HS - Amanecer, Agua Fria
 Head Start - Torrance, Mountainair
 Head Start/Early HS - Santa Fe, Tierra Contenta
 Head Start/Early HS - Farmington, Carlton Center
 Head Start/Early HS - Nizhoni, Avan Nu Po
 Head Start/Early HS - Little Paws, Paseo del Sol
 Head Start/Early HS - Ramirez-Thomas, Po Ae Pi
 Carlsbad Home Visitor Services
 Healthy Tomorrow Vans - Treatment Center
 Hobbs Family Health Center
 Home Health Services of Lincoln County (Inactive)
 Hospice of Lincoln County (Inactive)
 Jemez Valley Medical Clinic
 * La Comunidad de Los Ninos
 Lake Arthur School Based Health Center
 Little Feet Child Development Center
 Logan Family Health Center (Inactive)
 Loving Health Center
 Carlsbad School Based Health Center
 Magdalena Area Health Center
 MCH Council/McKinley County (Inactive)
 McKinley County Senior Program - Ramah
 McKinley County Senior Program - Thoreau
 Mobile Dental Unit (Inactive)
 Mountainair Family Health Center
 Mountainair School Based Health Center a.k.a.
 MCH Council/Cibola
 MCH Council/Lincoln County (Inactive)
 Northwest New Mexico Hospice
 Catron County Medical Center
 Ojo Encino Clinic
 Ortiz Mt. Health Center
 Pharmacy Services Unit
 Plaza del Monte
 PMS Foundation
 PMS Project Ann - Provides Dental, Hearing, Vision
 Quay County Family Health Center
 Quemado Clinic
 Quemado Teen Health Center
 Questa Health Center
 Central Billing Office
 Rio Rancho Family Health Center
 Roundtree Children's Development Services
 Sacramento Mt. Medical Center
 San Juan Co. Adolescent Residential Treatment Center
 San Juan County Assessment Center, Farmington
 San Juan Home Health Care
 Santa Fe Community Guidance Center
 SHIELD Industries



42	1	Health Clinic - Catron Cty 1 Foster Lane	Reserve	NM	87830
43	1	PMS Accounting Office 1422 Paseo de Peralta Bldg. #1	Santa Fe	NM	87501
44	1	Office - LRO GL ONLY 1422 Paseo de Peralta Bldg. #1	Santa Fe	NM ,	87501
45	1	PMS Main Office 1422 Paseo de Peralta Bldg. #2	Santa Fe	NM	87501
46	1	PMS Main Office 1422 Paseo de Peralta Bldg. #3	Santa Fe	NM	87501
47	1	Counseling Ctr - Santa Fe High School 2100 Yucca	Santa Fe	NM	87505
48	1	Counseling Ctr. - Capital High School 4851 Paseo Del Sol	Santa Fe	NM	87507
49	1	North Central System Admin 1409 Second Street	Santa Fe	NM	87505
50	1	PMS Home Care 1400 Chama Avenue	Santa Fe	NM	87505
51	1	Head Start - Tierra Contenta 3908 Paseo del Sol	Santa Fe	NM	87507
52	1	Head Start - Sweeney Elementary 501 Airport Road	Santa Fe	NM	87507
53	1	Thrift store 1303 Cerrillos Road	Santa Fe	NM	87505
* 54	1	Head Start - La Comunidad de los Ninos 1121 Alto Street	Santa Fe	NM	87501
55	1	Socorro Clinic 1300 Enterprise	Socorro	NM	87801
56	1	WNMMG - Thoreau 15 Navarre Blvd	Thoreau	NM	87323
57	1	Outpatient Dental Clinic/Health Ctr - Torreon Clinic 2500 State Highway 197	Torreon	NM	87013
58	1	Quay County Family Health Center 1302 East Main Street	Tucumcari	NM	88401
59	1	Tularosa Medical Center 111 Central Avenue	Tularosa	NM	88352
60	1	Parking Lot (50 spaces) - GL ONLY 212-218 West Manhattan Street	Santa Fe	NM	87501
61	1	Head Start 32 Unser Blvd	Rio Rancho	NM	87124
62	1	Head Start Office (Modular) 32 Unser Blvd	Rio Rancho	NM	87124
63	1	Hope Medical Clinic-Esperanza Health Ctr 903-C 5th Street	Estancia	NM	87016
64	1	Medical Clinic 2013 San Jose Blvd	Carlsbad	NM	88220
65	1	Gallup School Based Health Center 1055 Rico	Gallup	NM	87301
66	1	Carlsbad School Based Health Center 3000 West Church	Carlsbad	NM	88220
67	1	Medical/Mental Health Clinic/Admin Offices 2960 Rodeo Park Drive	Santa Fe	NM	87505
68	1	Head Start - Sunset 109 Sunset	Mountainair	NM	87036
69	1	Mental Health Clinic - Rio Rancho Family 184 Unser Blvd	Rio Rancho	NM	87124

Loc #	Bldg #	Address	Description			
52	1	501 Airport Road, Santa Fe, NM	Head Start - Sweeney Elementary			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Business Personal Property		\$54,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$98,063		24 Hours	100%	Agreed Value
Building		\$121,680		\$5,000	100%	Agreed Value

Loc #	Bldg #	Address	Description			
53	1	1303 Cerrillos Road, Santa Fe, NM	Thrift store			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Business Personal Property		\$50,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$37,235		24 Hours	100%	Agreed Value

*

Loc #	Bldg #	Address	Description			
54	1	1121 Alto Street, Santa Fe, NM	Head Start - La Comunidad de los Ninos			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Business Personal Property		\$100,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$521,293		24 Hours	100%	Agreed Value

Loc #	Bldg #	Address	Description			
55	1	1300 Enterprise, Socorro, NM	Socorro Clinic			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Building		\$1,264,000		\$5,000	100%	Agreed Value
Business Personal Property		\$172,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$44,057		24 Hours	100%	Agreed Value

Signature:

Email: xivigil@santafenm.gov

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/16/21
FOR CITY COUNCIL MEETING OF 08/25/21

Request for the Approval of Memorandum of Agreement with Presbyterian Medical Services, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov , 505-955-4744.

Committee

Finance
 Quality of Life
 Governing Body-08/25/2021

Review:

Committee-08/16/20021
 Committee-08/18/2021

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/18/2021
FOR CITY COUNCIL MEETING OF 08/25/2021

ISSUE:

Request for the Approval of Memorandum of Agreement with Presbyterian Medical Services, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov , 505-955-4744.

Committee Review:

Finance Committee-08/16/2021
 Quality of Life Committee-08/18/2021
 Governing Body-08/25/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion

SPECIAL CONDITIONS OR AMENDMENTS:

Councilor Garcia recused himself from voting on this item due to a professional conflict of interest.

SEND TO:

Governing Body

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




City of Santa Fe, New Mexico


Memorandum



Date: August 6, 2021

To: Members of the Governing Body

Via: Erin K. McSherry, City Attorney 

From: Michael Prinz, Assistant City Attorney 

RE: Resolution for blighted property at 3003 Calle Caballero

EXECUTIVE SUMMARY:

On or around July 9, 2020, the residence at 3003 Calle Caballero was badly damaged by fire. Since then, the property sits abandoned, vacant, and open to the public. Neighbors have contacted the Constituent Services Division about the condition of the property and have called the Police Department at least ten times over the last year to report people going onto the property.

City Building Inspector Bobby Padilla inspected the property and reports that it is a hazard to public safety and that the house should be demolished. Mr. Padilla spoke with several neighbors who reported that they are afraid of homeless people living in the back yard and starting fires. Photos of the property taken by Bobby Padilla are attached.

NMSA 1978, Section 3-18-5 gives the Governing Body the authority to adopt a Resolution declaring a ruined and damaged building to be a menace to the public comfort, health, peace, and safety and requiring the removal of the building and debris. If the owner does not remove the building after notice of the Resolution, the City can clean-up and then place a lien on it for the cost of the clean-up. After the lien is recorded, the City could foreclose on the lien to recoup the cost of the clean-up.

The owner of 3003 Calle Caballero is deceased. I spoke with an attorney in Las Cruces who represents the owner's son and told him that the property needs to be addressed or the City could pass a Resolution requiring the house to be demolished. To date, no action has been taken by the owner's son or any other interested party. The condition of the property continues to worsen and it is a serious eye-sore in an otherwise pleasant residential neighborhood.

ACTION REQUESTED:

The Land Use Department and City Attorney's Office recommend that the Governing Body pass a resolution pursuant to Section 3-18-5 and order the owner to demolish and remove the residence and clean up the resulting litter and debris on the property.



City of Santa Fe, New Mexico

Memorandum



ATTACHMENTS:

Resolution
Photos of 3003 Calle Caballero
Fiscal Impact Report

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-____

INTRODUCED BY:

Councilor Jamie Cassutt

A RESOLUTION

FINDING THE BUILDING AND PREMISES LOCATED AT 3003 CALLE CABALLERO TO BE RUINED, DAMAGED, AND DILAPIDATED AND A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, AND SAFETY; ORDERING THE OWNER OF RECORD OF 3003 CALLE CABALLERO TO REMOVE THE BUILDNG, RUBBISH, AND DEBRIS FROM THE MUNICIPALITY; AND PROVIDING THAT IF THE OWNER OF RECORD OF 3003 CALLE CABALLERO DOES NOT REMOVE THE BUILDING RUBBISH, AND DEBRIS, THE CITY OF SANTA FE SHALL REMOVE THE BUILDING, RUBBISH, AND DEBRIS AND PLACE A LIEN ON THE PROPERTY IN AN AMOUNT OF THE COST OF THE CITY’S CLEAN-UP EFFORTS.

WHEREAS, on or about July 9, 2020, the residence located at 3003 Calle Caballero in the City of Santa Fe was badly damaged as a result of a fire; and

WHEREAS, since the fire occurred, the residence has been abandoned, neglected, and is frequently accessed by unhoused community members; and

WHEREAS, since the fire occurred, the City’s Police Department has received at least ten

1 calls for service to the property by concerned neighbors and, upon arrival the police have found people
2 who appear to be trespassers or squatters inside the burned building and on the property; and

3 **WHEREAS**, the City Building Inspector and Code Enforcement Officer have investigated
4 the property at 3003 Calle Caballero and have determined the residence is dangerous, unsanitary, and
5 unsafe and they recommend demolition of the residence; and

6 **WHEREAS**, New Mexico Statutes Annotated (NMSA) 1978, Section 3-18-5 “Dangerous
7 Buildings or Debris; Removal; Notice; Right of Municipality to Remove; Lien”, gives the governing
8 body of a municipality the authority to declare any building or structure that is ruined, damaged, and
9 dilapidated, or any premise that is covered with ruins, rubbish, wreckage, or debris a menace to the
10 public comfort, health, peace, and safety and to require the removal from the municipality of the
11 building, structure, ruins, rubbish, wreckage, or debris.

12 **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
13 **CITY OF SANTA FE** that the building, ruins, rubbish and debris located at 3003 Calle Caballero,
14 Santa Fe, NM 87507, further described as LOT 3, BLK 1, UNIT 6, VISTA DEL SOL S/D, S4 T16N
15 R9E, is declared to be a menace to the public comfort, health, peace, and safety;

16 **BE IT FURTHER RESOLVED** that the owner, occupant, or agent in charge of the building
17 and premises at 3003 Calle Caballero, Santa Fe, NM 87507, further described as LOT 3, BLK 1, UNIT
18 6, VISTA DEL SOL S/D, S4 T16N R9E, as shown in the real estate records of the Santa Fe County
19 Clerk, is hereby ordered to remove the building, ruins, rubbish, and debris from the property within ten
20 (10) days of service of this Resolution or of the posting and publishing of a copy of this Resolution
21 under the authority granted to the municipality by NMSA 1978, Section 3-18-5;

22 **BE IT FURTHER RESOLVED** that if the owner of record, occupant, or agent in charge of
23 the building at 3003 Calle Caballero does not remove the building, ruin, rubbish, and debris from the
24 property within ten (10) days or request a hearing as allowed in NMSA 1978, Section 3-18-5, the City
25 may remove the building, ruin, rubbish, and debris from the property and place a lien on the property

1 for the cost of removing the building, ruin, rubbish, and debris.

2 **BE IT FURTHER RESOLVED** that the City may foreclose on the property in the manner
3 provided in NMSA 1978, Sections 3-36-1 through 3-36-6.

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

5

6

7

8

MAYOR ALAN WEBBER

9 ATTEST:

10

11

12 KRISTINE MIHELIC, CITY CLERK

13 APPROVED AS TO FORM:

14

15

 _____

16 ERIN K. MCSHERRY, CITY ATTORNEY

17

18

19

20

21

22

23

24

25 *Legislation/2021/Resolutions/Condemnation of 3003 Calle Caballero*











FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Condemnation for 3003 Calle Caballero

Sponsor(s): Councilor Cassutt

Reviewing Department(s): City Attorney's Office, Planning and Land Use Department

Staff Completing FIR: Michael Prinz Date: July 20, 2021 Phone: 955-6554

Reviewed by City Attorney: *Eric McGeary* Date: Aug 6, 2021

Reviewed by Finance Director: *Mary McGeary* Date: Aug 5, 2021

Summary:

The property at 3003 Calle Caballero was damaged in a fire and has sat abandoned and neglected for over a year. It is believed homeless persons squatting at the property caused the fire. The burned house is a danger to the public, and the property is covered in litter and debris and is an eye-sore. State law allows the Governing Body to pass a resolution requiring the removal of the damaged house and allowing the City to clean up the property and place a lien on the property if the owner or owner's agents don't do so.

Neighbors have contacted Constituent Services and asked that something be done about the property. Neighbors have also called the Police about people being on the property and the neighbors are concerned that another fire could start and spread to neighboring properties.

The owner of the property is deceased and no one has taken any steps to clean-up or secure the residence.

Departments Affected:

Land Use Department, City Attorney's Office, Police Department

Consequences of Not Enacting Legislation:

The property will probably continue to be neglected and the conditions will likely worsen. The Police Department will probably continue to be called to the property by concerned neighbors. Homeless people could start another fire that could spread to neighboring properties.

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

No conflicts are known and no other legislation on this matter is before the Governing Body.

Performance and Administrative Implications:

If the property is not addressed by the responsible party, the City will demolish the structures and remove all debris from the property. The City will place a lien on the property to cover the cost of this action and, if necessary, the City could foreclose on the lien to recoup the cost of the demolition and cleanup.

Fiscal Implications:

If the resolution is adopted and the owner's or owner's agents do not clean up the property, there will be a cost incurred when the City pays for the demolition and clean-up. The City will place a lien on the property for the cost of this action and, if necessary, the City could foreclose on the lien to recoup the cost of the demolition and clean up.

If the property stays in its current state, it is likely that the Police will continue to be called out to the property. If the house is demolished and the junk removed from the property, the calls for Police service would likely stop because there would be nothing to attract people to the property.

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	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	\$55,000	\$ _____	\$ _____	_____	NR	_____	_____
Operating	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____
Total:	\$55,000	\$ _____	\$ _____	_____	_____	_____	\$55,000

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

Expenditure Narrative:

Costs to demolish the building and remove the debris are estimated to be \$55,000. If the City desires the foundation to be demolished and removed as well, additional costs of \$5,500 will be incurred.

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:

If City expenditures are required to clear the property, a lien will be placed on the property, and possible foreclosure on the lien, in order to cover the City's costs. It is unclear when such a lien would be recouped.

Signature: *Michael Prinz*

Email: mnprinz@santafenm.gov

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/16/21
FOR CITY COUNCIL MEETING OF 08/25/21

CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Cassutt)
 A Resolution Finding the Building and Premises Located at 3003 Calle Caballero to be Ruined, Damaged, and Dilapidated and a Menace to the Public Comfort, Health, Peace, and Safety; Ordering the Owner of Record of 3003 Calle Caballero to Remove the Building, Rubbish, and Debris from the Municipality; and Providing that if the Owner of Record of 3003 Calle Caballero Does not Remove the Building Rubbish, and Debris, the City of Santa Fe Shall Remove the Building, Rubbish, and Debris and Place a Lien on the Property in an Amount of the Cost of the City's Clean-Up Efforts. (Mike Prinz, Assistant City Attorney; mnprinz@santafenm.gov, 955-6554)

Committee	Review:
Introduced:	08/02/21
Finance Committee:	08/16/21
Public Works and Utilities Committee:	08/23/21
Governing Body: 08/25/21	

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		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/23/2021

ISSUE NO. 7a

CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Cassutt)
 A Resolution Finding the Building and Premises Located at 3003 Calle Caballero to be Ruined, Damaged, and Dilapidated and a Menace to the Public Comfort, Health, Peace, and Safety; Ordering the Owner of Record of 3003 Calle Caballero to Remove the Building, Rubbish, and Debris from the Municipality; and Providing that if the Owner of Record of 3003 Calle Caballero Does Not Remove the Building Rubbish, and Debris, the City of Santa Fe Shall Remove the Building, Rubbish, and Debris and Place a Lien on the Property in an Amount of the Cost of the City's Clean-Up Efforts.
 (Mike Prinz, Assistant City Attorney; mnprinz@santafenm.gov, 955-6554)

Committee Review:
 Introduced: 08/02/21
 Finance Committee: 08/16/21
 Public Works and Utilities Committee: 08/23/21
 Governing Body: 08/25/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for Discussion. Approved unanimously to forward to 8/25/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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



City of Santa Fe, New Mexico

Memorandum



DATE: July 21, 2021

TO: Governing Body
Public Works - Utilities Committee
Finance Committee

VIA: Jarel La Pan Hill, City Manager JLH
Mary McCoy, Finance Department Director AL
Fran Dunaway, Chief Procurement Officer FD
Paul Babcock, Fire Chief PB

FROM: Brian Moya, Assistant Fire Chief bjm

ITEM AND ISSUE:

Request approval of the Oregon Cities Master Price Agreement for the purpose of procurement method to expend funds awarded to the Fire Department through the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project.

BACKGROUND AND SUMMARY:

The City of Santa Fe Fire Department was awarded 2 grants through State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project. The first award, Project 20-E2736, is in the amount of \$82,600.00 to purchase and equip a pressure ventilation fan for the fire department to protect firefighters from immediate dangerous to life health environments. The second award, Project 20-E2737, is in the amount \$125,000.00. This funding will be used to purchase, equip and replace thermal imaging cameras on fire trucks and ambulances. Please feel free to contact me with any further questions at 955-3111.

The procurement method is the League of Oregon Cities Master Price Agreement through Municipal Emergency Services. The agreement expires 4/7/23.

PROCUREMENT METHOD FOR 20-E2736:

The Procurement Method will be a Cooperative Agreement Master Price Agreement with League of Oregon Cities Master Price Agreement through Municipal Emergency Services. The agreement expires 4/7/23.

The Munis Contact Number: 3202865
Fund Name/Number: Special Projects / FIR345A
Munis Org Name / Number: CIP Special Projects / 3259980
Munis Object Name / Number: Machinery – Equipment / 570500

PROCUREMENT METHOD FOR: 20-E2737

The Procurement Method will be a Cooperative Agreement Master Price Agreement with League of Oregon Cities Master Price Agreement through Municipal Emergency Services. The agreement expires 4/7/23.

The Munis Contact Number: 3202866
Fund Name/Number: Special Projects / FIR345B
Munis Org Name / Number: CIP Special Projects / 3259980
Munis Object Name / Number: Machinery – Equipment / 570500

ACTION REQUESTED:

Fire Department respectfully requests your review and approval



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MES

Procurement Title: Oregon Cities Master Price Agreement

Procurement Method: State Price Agreement Cooperative Sole Source Other Master Price Agree.

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

Department Requesting Fire Dept. Staff Name Assistant Chief Brian Moya

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

<u>Brian Moya</u>	<u>Brian J Moya</u>	<u>Assistant Fire Chief</u>	<u>7/22/21</u>
Department Rep	Printed Name (attesting that all information included)	Title	Date

<u>Fran Dunaway</u>	<u>Purchasing Officer</u>	<u>7/22/21</u>
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.

*

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
ACTING CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

- a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
- b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
 1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
 2. the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or
 3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (<http://cpms.dfa.state.nm.us>) and submitted in a timely manner.
4. The City will use fund *30300 State Legislative Appropriation Project* and revenue line item *47300 State Legislative Appropriations* to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 29 day of April, 2021, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Santa Fe, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 392, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2736 \$82,600.00 Appropriation Reversion Date: 30-JUN-22
Laws of 2020, Chapter 81, Section 35, Para. 392, Eighty Two Thousand Six Hundred Dollars (\$82,600.00) to purchase and equip a positive pressure ventilation fan for the fire department to protect firefighters and civilians from immediately dangerous to life or health environments in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Eighty Two Thousand Six Hundred Dollars (\$82,600.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁽¹⁾, if applicable, Zero Dollars (\$0.00), which equals Eighty Two Thousand Six Hundred Dollars (\$82,600.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁽²⁾ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
 - C. Project funds shall not be used for purposes other than those specified in the Project Description.
 - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee City of Santa Fe
Name David A. Chapman
Title Grant Administrator - Writer
Address P. O. Box 909, Santa Fe, NM 87504-0909
Email dachapman@santafenm.gov
Telephone 505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee City of Santa Fe
Name David A. Chapman
Title Grant Administrator - Writer
Address P. O. Box 909, Santa Fe, NM 87504-0909
Email dachapman@santafenm.gov
Telephone 505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department DFA/Local Government Division
Name Maria Urban
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email maria.urban@state.nm.us
Telephone 505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Santa Fe may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.] .

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe

Entity Name

By: Jarel LaPan Hill

(Type or Print Name)

Its: City Manager

(Type or Print Title)

Jarel LaPan Hill

Jarel LaPan Hill (Apr 23, 2021 10:11 MDT)

Signature of Official with Authority to Bind Grantee

Apr 23, 2021

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: **Division Director**

Donnie Quintana

Signature

29 April 2021

Date

CITY OF SANTA FE

Jarel LaPan Hill

Jarel LaPan Hill (Apr 23, 2021 10:11 MDT)

JAREL LAPAN -HILL, CITY MANAGER

DATE: Apr 23, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Apr 23, 2021 11:18 MDT)

Apr 23, 2021

**KRISTINE BUSTOS-MIHELICIC,
CITY CLERK**

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 1, 2021 14:05 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy Apr 23, 2021

MARY McCOY, FINANCE DIRECTOR

3259980-570500

Fire Dept. PPV Fuels STB 20-C2736 dac

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount *(If Applicable)*: _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount *(If Applicable)*: _____
- G. Grant Balance: _____
- H. GF GOB STB *(attach wire if first draw)*
- I. Final Request for Payment *(if Applicable)*

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 200X through June 30, 200X of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent *(if applicable)***

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 9 day of May, 2021, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Santa Fe, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 393, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2737 \$125,000.00 Appropriation Reversion Date: 30-JUN-22
Laws of 2020, Chapter 81, Section 35, Para. 393, One Hundred Twenty Five Thousand Dollars (\$125,000.00) to purchase, equip and replace thermal imaging cameras on fire trucks and ambulances for the fire department in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed One Hundred Twenty Five Thousand Dollars (~~\$125,000.00~~) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (~~\$0.00~~), which equals One Hundred Twenty Five Thousand Dollars (~~\$125,000.00~~) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
 - C. Project funds shall not be used for purposes other than those specified in the Project Description.
 - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee City of Santa Fe
 Name David A. Chapman
 Title Grant Administrator - Writer
 Address P. O. Box 909, Santa Fe, NM 87504-0909
 Email dachapman@santafenm.gov
 Telephone 505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee City of Santa Fe
 Name David A. Chapman
 Title Grant Administrator - Writer
 Address P. O. Box 909, Santa Fe, NM 87504-0909
 Email dachapman@santafenm.gov
 Telephone 505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department DFA/Local Government Division
Name Maria Urban
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email maria.urban@state.nm.us
Telephone 505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2022, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan In the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Santa Fe may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe
Entity Name

By: Jarel LaPan Hill
(Type or Print Name)

Its: City Manager
(Type or Print Title)

Jarel LaPan Hill
Jarel LaPan Hill (Apr 26, 2021 05:29 PM) T
Signature of Official with Authority to Bind Grantee

Apr 26, 2021
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Donnie Quintana
Signature

5/9/21
Date

CITY OF SANTA FE

Jarel LaPan Hill

Jarel LaPan Hill (Apr 26, 2021 08:49 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Apr 26, 2021

ATTEST:

Kristine Mihelcic

**KRISTINE BUSTOS-MIHELICIC,
CITY CLERK**

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 1, 2021 14:22 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY McCOY, FINANCE DIRECTOR

3259980.570500

Fire Dept. Thermal Imaging 20-F2737 STR.doc

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount *(if Applicable)*: _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount *(if Applicable)*: _____
- G. Grant Balance: _____
- H. GF GOB STB *(attach wire if first draw)*
- I. Final Request for Payment *(if Applicable)*

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 200X through June 30, 200X of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent *(if applicable)***

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

Loc No.: _____

I certify that the State Agency financial and vendor file information agrees with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____
 Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
 Grant Number: _____
 Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost - generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

CHAPMAN, DAVID A.

From: Urban, Maria, DFA <maria.urban@state.nm.us>
Sent: Thursday, May 13, 2021 3:13 PM
To: CHAPMAN, DAVID A.
Subject: 20-E2737 City of Santa Fe Fully Executed Grant Agreement
Attachments: 20-E2737 City of Santa Fe.pdf; FY 2021 Exhibit_1_Request_For_Payment_Form.xls; FY 2021 Notice of Obligation.pdf; City of Santa Fe Special Conditions Memo Final (002).pdf

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon David,

Attached is a copy of the fully executed Grant Agreement for Project 20-E2737.

Attached are editable copies of FY2021 Exhibit 1 – Request for Payment Form and FY2021 Exhibit 2 Notice of Obligation Form for you to utilize accordingly. Please keep in mind that it is mandatory that these 2 FY2021 Exhibits be utilized.

For your convenience, we have attached a copy of the City of Santa Fe Special Conditions Memo.

If you have any questions, please feel free to email me.

Congratulations again on your grant award and I look forward to working with you.

Thank you,

Maria Urban

Community Development Project Manager
Local Government Division
Department of Finance and Administration
407 Galisteo Street
Bataan Memorial Building, Rm. 202
Santa Fe, NM 87501
Office: (505) 827-8061
Fax: (505) 827-4948
maria.urban@state.nm.us



2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Date - 07/06/2021
Quote # QT1486769
Expires 08/31/2021
Sales Rep Denison, Michael
PO #
Shipping Method FedEx Ground

Bill To

Santa Fe/City of
P.O. Box 909
Accounts Payable
Santa Fe NM 87504

Ship To

Capt. Brian Moya
Santa Fe Fire Department
1130 Siler Rd.
Santa Fe NM 87508
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pr...	Amount
SUPER VACUUM	V16-BL-12-AC...		V16-BL-12-AC-SP Custom SUPER VACUUM 16" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power - Milwaukee Battery PPV List Price \$5350 - NPP.GPO Discount 9% - \$4857.58	7	4,250.00	29,750.00
V18-BL-12-AC-SP			18" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power List \$6170 NPP.GPO Discount 9% - \$5614.70	9	4,925.00	44,325.00
SUPER VACUUM	V20-BL-12-AC...		V20-BL-12-AC-SP Custom SUPER VACUUM 20" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power - Milwaukee Battery PPV List Price \$6430 - NPP.GPO Discount 9% - \$5851.30	1	5,135.00	5,135.00
SUPER VACUUM	BDTM-16		BDTM-16 Custom SUPER VACUUM Truck Mount for 16" Battery	6	205.00	1,230.00
SUPER VACUUM	BDTM-18		BDTM-18 Custom SUPER VACUUM Truck Mount for 18" Battery	9	215.00	1,935.00
SUPER VACUUM	BDTM-20		BDTM-20 Custom SUPER VACUUM Truck Mount for 20" Battery	1	225.00	225.00
SUPER VACUUM	MM-MAG		MM-MAG Custom SUPER VACUUM Mountain Mister. Stream Shaper	5	0.00	0.00

All pricing exceeds all listed discounts as per current NPP.Gov Contract PS20040 RFP 1910 as noted in the item description.. Free Misters and shipping based on quantity quoted.

Subtotal 82,600.00
Shipping Cost (FedEx Ground) 0.00
Total \$82,600.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1486769

Handwritten mark resembling the letter 'A' in a circle.



2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Date 07/06/2021
Quote # QT1486748
Expires 08/05/2021
Sales Rep Denison, Michael
PO #
Shipping Method FedEx Ground

Bill To
 Santa Fe/City of
 P.O. Box 909
 Accounts Payable
 Santa Fe NM 87504

Ship To
 Capt. Brian Moya
 Santa Fe Fire Department
 1130 Siler Rd.
 Santa Fe NM 87508
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
8007134			V320 Thermal Imager - Fahrenheit Kit List Price \$2730 - NPP GPO Discount 7% Off - \$2538.9	20	2,475.00	49,500.00
RT4-4504			SEEK TIC Gear Keeper with Aluminum Carabiner List Price \$35 Discount 20%	125	28.00	3,500.00
RQ-FFIX			FirePro X List Price \$799 - NPP GPO Discount 9% Off - \$727.09	120	600.00	72,000.00

All pricing exceeds all listed discounts as per current NPP.Gov Gontract PS20040 RFP 1910 as noted in the item description.

Subtotal 125,000.00
Shipping Cost (FedEx Ground) 0.00
Total \$125,000.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1486748

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY
12 Turnberry Lane
2nd Floor
Sandyhook, CT 06482
ATTN: Seth Cosans
Email: seth.cosans@mesfire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

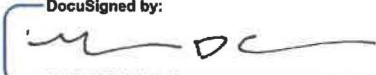
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

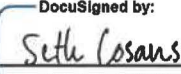
DocuSigned by:
Signature: 
38C940F8609143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/7/2020

VENDOR:

DocuSigned by:
Signature: 
42A78282889542B...

Printed Name: Seth Cosans

Title: Contract Administrator
MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY

Dated: 3/20/2020

ATTACHMENT A**to Master Price Agreement by and between VENDOR and PURCHASER.****PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED.	NOTES
Fire Firefighting Equipment				
1	Thermal Imaging Cameras	Seek	9% off current sheet	
1	Thermal Imaging Cameras	3M/Scott ISG	7% off current sheet	
1	Clothing	5.11	26 % off map of current sheet	
1	Clothing	Fire Dex	9% off current sheet	
1	Clothing	First Tactical	24% off current sheet	
1	Clothing	Elbeco	29% off current sheet	
1	Clothing	Fechiemer	19% off current sheet	
1	Clothing	VF Work wear, Workrite and Horace Small	15% off current sheet	
1	Boots	5.11	26 % off map of current sheet	
1	Boots	Danner	19% off current sheet	
1	Boots	Bates	9% off current sheet	
1	Boots	Black Diamond	14% off current sheet	
1	Boots	Firedex	9% off current sheet	
1	Boots	Honeywell	5% off current sheet	
1	Boot	Lacrosse	19% off current sheet	
1	Gloves	5.11	26 % off map of current sheet	
1	Gloves	Dragonfire	9% off current sheet	
1	Gloves	Fire dex	9% off current sheet	
1	Gloves	Fire craft	9% off current sheet	

1	Gloves	Honeywell	5% off current sheet	
1	Gloves	Ringers	14% off current sheet	
1	Gloves	Veridian	28% off current sheet	
1	Flashlights	Streamlight	25% off current sheet	
1	Flashlights	Fox fury	11% off current sheet	
1	Flashlights	Pelican	8% off current sheet	
1	Flashlights	Kohler Brightstar	4% off current sheet	
1	Hoods	Firedex	9% off current sheet	
1	Hoods	Honeywell	5% off current sheet	
1	Hoods	Majestic	14% off current sheet	
1	Hoods	PGI	14% off current sheet	
1	Hoods	Veridian	28% off current sheet	
1	Helmets	Bullard	34% off current sheet	
1	Helmets	Fire dex	9% off current sheet	
1	Helmets	Honeywell	5% off current sheet	
1	Fans	EramSCO	19% off current sheet	
1	Fans	SuperVac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
1	Fans	Tempest	19% off current sheet	
1	Other accessories			
1	accessories	Fire dex	9% off current sheet	
1	Trauma Kits	Combat Medical	11% off current sheet	
1	Eye Protection	Ess Eye wear	25% off current sheet	

FIREFIGHTING ATTACK TOOLS				
2	Tools	Council tool	29% off current sheet	
2	Tools	Flamefighter	20% off current sheet	
2	Tools	Nupla	25% off current sheet	
2	Tools	Leatherhead	25% off current sheet	
2	Bat fans ect	Leader North America	19% off current sheet	
2	Saws/fans ect	Tempest	19% off current sheet	
2	Saws/fans ect	Super Vac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK

EXTRACTION TOOLS AND SUPPLIES				
3	RESCUE TOOLS	Ajax	14% off current sheet	
3	RESCUE TOOLS	Genesis	9% off current sheet	Valid only in UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IL
3	RESCUE TOOLS	Hurst	19% off current sheet	Valid On in NC, SC, NJ, PA, VA, TX, FL, TN, AL, GA, MS, OK, LA, AK
3	Cribbing and other rescue	Turtle Plastics	5% off current sheet	
3	Cribbing and other rescue	Plastics Plus	5% off current sheet	

SEARCH AND RESCUE EQUIPMENT				
4	Rescue	CMC	9% off current sheet	
4	Harness	Gemtor	14% off current sheet	
4	Detection	Industrial Scientific	6% off current sheet	
4	Rescue	Junkin	4% off current sheet	
4	Rescue	Lakeland	9% off current sheet	
4	Rescue	Mustang Survival	15% off current sheet	

4	Detection Testing	OHD	4% off current sheet	
4	Rescue	Petzel	9% off current sheet	
4	Rescue	PGI	14% off current sheet	
4	Rescue	Pigeon Mountain	4% off current sheet	
4	Rescue	PIP	4% off current sheet	
4	Rescue	RAE	1% off current sheet	
4	Rescue	Rescue 42	4% off current sheet	
4	Rescue	RIT	15% off current sheet	
4	Detection	Scott Gas Detection	4% off current sheet	
4	Rescue	Yates	4% off current sheet	

FIREFIGHTING AND FIREFIGHTER TRAINING

5	Training Regulators	Blast Mask	8% off current sheet	
5	Training Aids	Simulaid	7% off current sheet	

HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT

6	Hazmat gear	Avon Protection	15% off current sheet	
6	Hazmat suits	DuPont	14% off current sheet	MFG \$2000 min order
6	Hazmat gear	FSI North America	9% off current sheet	
6	Hazmat gear	Kappler	1% off current sheet	

FIRE EXTINGUISHERS

7	EXTINGUISHERS	Amerex	24% off current sheet	
---	---------------	--------	-----------------------	--

FIREFIGHTING FOAM

8	FOAM	National Foam	4% off current sheet	
---	------	---------------	----------------------	--

8	FOAM	Johnson Chemguard	19% off current sheet	
8	FOAM	Johnson Ansul	19% off current sheet	

FIREFIGHTING (MUNICIPAL) HOSES				
9	Hose	All American Hose	24% off current sheet	
9	Hose	Firequip	20% off current sheet	
9	Hose only	Kochek	24% off current sheet	
9	Hose	Matex	24% off current sheet	
9	Brass	Akron	19% off current sheet	
9	Brass	Action Coupling	24% off current sheet	
9	Brass	Elkhart	25% off current sheet	
9	Brass	Harrington	34% off current sheet	
9	Brass other than hose	Kochek	25% off current sheet	
9	Brass	S&H	Catalog which is roughly 20% off	
9	Brackets	Ziamatic	20% off current sheet	

FIRE PUMPS				
10	Fire Pumps	CET Pumps	9% off current sheet	

PERSONAL APPAREL, BADGES, ACCESSORIES				
11	Accessories	5.11	26% off current sheet MAP	
11	BADGES& Accessories	Blackington	15% off current sheet	
11	Accessories	Boston Leather	20% off current sheet	
11	Accessories	Elbeco	29% off current sheet	
11	Accessories	Fechiemer	19% off current sheet	
11	Accessories	First Tactical	24% off current sheet	

11	Accessories	(VF Work wear, Workrite and Horace Small)	15% off current sheet
11	Service alterations and custom adds	MES shops	Net sheet

OTHER, Equipment not mentioned

12	Body Armor	Point Blank Body Armor Products	29% off current sheet
12	Body Armor	Point Blank Tactical Body Armor Products	19% off current sheet
12	Body Armor	Paraclete Armor Products	19% off current sheet
12	Body Armor	United Shield	19% off current sheet
12	Protective items	3m Peltor	17% off current sheet
12	Protective item	Diamond Hero Wipes	9% off current sheet

MAINTENANCE, SERVICE AND TESTING

13	Rescue Tool annual test and Maintenance as needed	MES Cert Tech	Net Sheet
----	---	---------------	-----------

Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge.

When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order.

MES will present these shipping terms at time of each quote.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: AEE2A97D0DAB4E5F9EE903D043655BB5
 Subject: MPA 1910 FFE LOC and MES
 Source Envelope:
 Document Pages: 21
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Signatures: 1
 Initials: 0

Envelope Originator:
 Bill DeMars
 1100 Olive Way
 Suite 1020
 Seattle, WA 98101
 bill.demars@nppgov.com
 IP Address: 162.248.184.11

Record Tracking

Status: Original
 4/7/2020 2:51:13 PM

Holder: Bill DeMars
 bill.demars@nppgov.com

Location: DocuSign

Signer Events

Mike Cully
 mcully@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 38C546F8869143E...
 Signature Adoption: Drawn on Device
 Using IP Address: 71.63.237.219

Timestamp

Sent: 4/7/2020 2:53:51 PM
 Viewed: 4/7/2020 2:55:01 PM
 Signed: 4/7/2020 2:55:15 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/7/2020 2:55:01 PM
 ID: 1f662429-9ad1-46ed-85fc-f69ffda790f1

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2020 2:53:51 PM
Certified Delivered	Security Checked	4/7/2020 2:55:02 PM
Signing Complete	Security Checked	4/7/2020 2:55:15 PM
Completed	Security Checked	4/7/2020 2:55:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Signature: Brian J Moya
Brian J Moya (Jul 22, 2021 14:02 MDT)
Email: bjmoya@santafenm.gov

Signature: Gian Dunaway
Email: fadunaway@ci.santa-fe.nm.us

Signature: Alexis Lotero
Alexis Lotero (Jul 22, 2021 15:55 MDT)
Email: aclotero@santafenm.gov

Signature: Paul Babcock
Email: prbabcock@ci.santa-fe.nm.us

Signature: Andy Hopkins
Andy Hopkins (Jul 22, 2021 15:08 MDT)
Email: ajhopkins@santafenm.gov

Signature: Janel Lapan Hill
Email: jlapanhill@ci.santa-fe.nm.us

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7f

Request for the Approval of the Oregon Cities Master Price Agreement for the purpose of procurement method to expend funds awarded to the Fire Department through the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project. (Brian Moya, Assistant Fire Chief, bjmoya@santafenm.gov, (505)955-3111)

Committee Review:

Public Works & Utilities Committee: 08/09/2021
 Finance Committee: 08/16/2021
 Governing Body Committee: 08/25/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/16/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/16/21
FOR CITY COUNCIL MEETING OF 08/25/21

Request for the Approval of the Oregon Cities Master Price Agreement for the purpose of procurement method to expend funds awarded to the Fire Department through the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project. (Brian Moya, Assistant Fire Chief, bjmoya@santafenm.gov, (505)955-3111)

1) Request for Approval of Budget Amendment Resolutions

Committee	Review:
Public Works & Utilities Committee:	08/09/2021
Finance Committee:	08/16/2021
Governing Body Committee: 08/25/2021	

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: August 5, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney 
EM

From: Marcos D. Martinez, Senior Assistant City Attorney 
MM

RE: Accepting Electronic Signatures Bill

EXECUTIVE SUMMARY:

The Bill changes three sections of the Public Campaign Finance Code (SFCC 1987 Section 9-3) to require the City Clerk to accept electronic signatures that comply with New Mexico's Uniform Electronic Transactions Act for Seed Money Contributions (Section 9-3.6(C)), Qualifying Contributions (Section 9-3.7(A)), and Qualified Small Contributions (Section 9-3.12(D)).

BACKGROUND:

The City's campaign code requires that Seed Money Contributions, Qualifying Contributions, and Qualified Small Contributions be accompanied by a form signed by the contributor. The current ordinance allows the Ethics Campaign Review Board (ECRB) to issue rules regarding the use of an electronic signature. However, since the City's rulemaking process is not well defined, the ECRB recommended that the Governing Body provide for electronic signatures by ordinance.

The proposed bill requires the City Clerk to accept electronic signatures that comply with New Mexico's Uniform Electronic Transaction Act. The Act recognizes the legal enforceability of electronic signatures and contracts to the extent the signatures provide sufficient security. The Act also establishes requirements for records retention. Candidates have inquired about the obtaining signatures electronically and this bill will facilitate greater participation in the City's local elections.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor Carol Romero-Wirth

Councilwoman Renee Villarreal

AN ORDINANCE

AMENDING SECTION 9-3.6 SFCC 1987 TO EXPRESSLY RECOGNIZE THAT ELECTRONIC SIGNATURES ARE PERMITTED UNDER THE UNIFORM ELECTRONIC TRANSACTIONS ACT FOR SEED MONEY CONTRIBUTIONS ON THE REQUIRED FORMS; AMENDING SECTION 9-3.7 SFCC 1987 TO EXPRESSLY RECOGNIZE THAT ELECTRONIC SIGNATURES ARE PERMITTED UNDER THE UNIFORM ELEDCTRONIC TRANSACTIONS ACT FOR QUALIFYING CONTRIBUTIONS ON THE REQUIRED FORMS; AND AMENDING SECTION 9-3.12 SFCC 1987 TO EXPRESSLY RECOGNIZE THAT ELECTRONIC SIGNATURES ARE PERMITTED UNDER THE UNIFORM ELEDCTRONIC TRANSACTIONS ACT FOR QUALIFIED SMALL CONTRIBUTIONS.

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

Section 1. Section 9-3.6 of SFCC 1987 (being Ord. No. 2009-44, § 7, as amended)

is amended to read:

9-3.6 Seed money contributions.

1 A. A candidate seeking to become a participating candidate may solicit and accept
2 seed money contributions to defray expenses incurred in obtaining qualifying contributions and
3 in seeking certification as a participating candidate.

4 B. The aggregate amount of seed money contributions from any one contributor to
5 any one candidate shall not exceed one hundred dollars (\$100.00), and the aggregate amount of
6 seed money contributions accepted by a candidate shall not exceed ten percent (10%) of the
7 amount payable under subsection 9-3.10 SFCC 1987 to a candidate in a contested election for
8 the office sought.

9 C. Each seed money contribution shall be accompanied by a form signed by the
10 contributor, which shall include the contributor's name, home address, telephone number,
11 occupation, and name of employer. ~~[The ethics and campaign review board may, by regulation,~~
12 ~~permit the use of an electronic signature on such forms]~~ The city clerk shall accept electronic
13 signatures that comply with the Uniform Electronic Transactions Act, Sections 14-16-1 through
14 14-16-21 NMSA 1978.

15 D. No person shall knowingly make and no candidate shall knowingly receive a
16 seed money contribution which is not from the person named on the form or for which the person
17 named on the form has been or will be reimbursed or compensated by another person.

18 E. All seed money contributions received by a candidate shall be deposited in a non-
19 interest-bearing account in a campaign depository to be established by the candidate before
20 soliciting or accepting any such contributions. All expenditures of seed money shall be made
21 from the campaign depository.

22 F. Seed money contributions shall be used only for the purposes specified in
23 paragraph A. of this subsection, and all seed money contributions that have not been spent or
24 used for such purposes by the time the candidate applies for certification as a participating
25 candidate or by the end of the qualifying period, whichever is sooner, shall then be paid over to

1 the city clerk for deposit in the fund; provided, however, that if payment of all of the candidate's
2 unspent seed money to the city clerk would cause the bank account in the campaign depository
3 to be closed, an amount of seed money necessary to keep the account open may be temporarily
4 retained in the account and paid over to the city clerk at a later time in compliance with paragraph
5 C. of subsection 9-3.10 SFCC 1987.

6 **Section 2. Section 9-3.7 of SFCC 1987 (being Ord. No. 2009-44, § 8, as amended)**
7 **is amended to read:**

8 **9-3.7 Qualifying contributions.**

9 A. Each qualifying contribution shall be accompanied by a form signed by the
10 contributor, which shall include the contributor's name, registered address and telephone number.

11 ~~[The ethics and campaign review board may, by regulation, permit the use of an electronic signature~~
12 ~~on such form]~~ The city clerk shall accept electronic signatures that comply with the Uniform
13 Electronic Transactions Act, Sections 14-16-1 through 14-16-21 NMSA 1978.

14 B. No candidate or person acting on a candidate's behalf shall pay to any other
15 person any form of compensation for soliciting or obtaining a qualifying contribution.

16 C. No person shall knowingly make and no candidate shall knowingly receive a
17 qualifying contribution which is not from the person named on the form or for which the person
18 named on the form has been or will be reimbursed or compensated by another person.

19 D. All qualifying contributions received by a candidate shall be deposited in a non-
20 interest-bearing account in a campaign depository to be established by the candidate before
21 soliciting or accepting any such contributions, and shall be paid over to the city clerk for deposit
22 in the fund when the candidate applies for certification as a participating candidate or when the
23 qualifying period ends, whichever is sooner.

24 **Section 3. Section 9-3.12 of SFCC 1987 (being Ord. No. 2018-28, § 9) is amended**
25 **to read:**

1 **9-3.12 - Qualified small contributions.**

2 A. A participating candidate may solicit and accept qualified small contributions
3 beginning on the date on which the candidate is certified as a participating candidate pursuant to
4 subsection 9-3.9(A) SFCC 1987.

5 B. The aggregate amount of qualified small contributions from any one contributor
6 to any one candidate shall not exceed one hundred dollars (\$100.00).

7 C. The aggregate amount of qualified small contributions accepted by a
8 participating candidate shall not exceed:

9 (1) For a candidate for mayor, fifty percent (50%) of the amount initially
10 paid to the candidate pursuant to subsection 9-3.10 SFCC 1987; and

11 (2) For a candidate for council or municipal judge, twenty-five percent
12 (25%) of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC
13 1987.

14 D. Each qualified small contribution shall be accompanied by a form signed by the
15 contributor, which shall include the contributor's name, home address, telephone number,
16 occupation and name of employer. [~~The ethics and campaign review board may, by regulation,~~
17 ~~permit the use of an electronic signature on such forms]~~ The city clerk shall accept electronic
18 signatures that comply with the Uniform Electronic Transactions Act, Sections 14-16-1 through
19 14-16-21 NMSA 1978.

20 E. No person shall knowingly make and no candidate shall knowingly receive a
21 qualified small contribution which is not from the person named on the form or for which the
22 person named on the form has been or will be reimbursed or compensated by another person.

23 F. Before soliciting or accepting qualified small contributions, a candidate shall
24 appoint a treasurer and establish a campaign depository in the manner required by subsection 9-
25 2.8 SFCC 1987. All qualified small contributions received by a candidate shall be recorded by

1 the candidate's campaign treasurer, deposited in a separate non-interest-bearing account in the
2 campaign depository and used in the candidate's campaign or disposed of following the election
3 in the manner required by subsection 9-2.9 SFCC 1987. All such contributions shall be timely
4 reported in a campaign finance statement prepared in the manner required by subsections 9-
5 2.10 through 9-2.12 SFCC 1987 and filed on the dates required by subsection 9-2.10 SFCC 1987.
6 Campaign finance statements reporting the receipt of qualified small contributions shall be
7 accompanied by copies of the forms signed by each contributor pursuant to paragraph D. of this
8 subsection.

9 APPROVED AS TO FORM:

10 
11 _____
12 ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: Resolution: _____

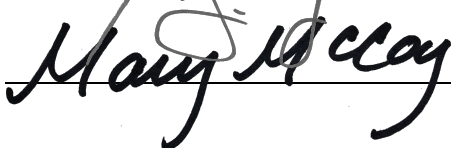
Short Title(s): Accepting Electronic Signatures

Sponsor(s): Councilors Garcia and Romero-Wirth

Reviewing Department(s): City Clerk's Office and City Attorney's Office

Staff Completing FIR: Marcos D. Martinez Date: 07-09-21 Phone: 955-6502

Reviewed by City Attorney:  Date: Aug 6, 2021

Reviewed by Finance Director:  Date: Aug 5, 2021

Summary:

The Bill strikes language in Section 9-3.6, 9-3.7, and 9-3.12 that delegates to the Ethics and Campaign Review Board the ability to issue regulations regarding the use of electronic signatures. The Bill adds language that requires the City Clerk to accept electronic signatures that comply with the New Mexico Uniform Electronic Transactions Act.

Departments Affected:

City Clerk and City Attorney

Consequences of Not Enacting Legislation:

Without this legislation City Code would be inconsistent with the Uniform Electronic Transactions Act that requires the allowance of electronic signatures in any circumstance in which signatures are contemplated.

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

None identified.

Performance and Administrative Implications:

No additional administrative burden. The Clerk retains copies of the forms regardless of the type of signature.

Fiscal Implications:

None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ 0 _____

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

Expenditure Narrative:

None identified.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

None identified.

Signature: Marcos Martinez
Marcos Martinez (Aug 9, 2021 08:16 MDT)

Email: mdmartinez@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/18/2021
FOR CITY COUNCIL MEETING OF 09/29/2021

ISSUE:

CONSIDERATION OF BILL NO. 2021-___. (Councilor Garcia and Councilor Romero-Wirth)
 An Ordinance Amending Section 9-3.6 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Seed Money Contributions on the Required Forms; Amending Section 9-3.7 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualifying Contributions on the Required Forms; and Amending Section 9-3.12 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualified Small Contributions. (Marcos Martinez, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Introduced: 8/2/21

Quality of Life Committee: 08/18/21

Governing Body (request to publish): 08/25/21

Finance Committee: 08/30/21

Governing Body (public hearing): 09/29/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion

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		




City of Santa Fe, New Mexico


Memorandum



Date: August 11, 2021

To: Mayor's Committee on Disability, Quality of Life Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison
Jennifer Faubion, Council Liaison 

Via: Erin K. McSherry, City Attorney 

RE: Requiring closed captions on publically accessible televisions

EXECUTIVE SUMMARY:

The proposed Bill requires “places of public accommodation” to have closed captions activated on any television that is available to the public. There is an exception if the television is not capable of displaying closed captions.

BACKGROUND:

The Mayor's Committee on Disability (“MCD”) unanimously supported a letter of support for this bill and requested that Councilor Villarreal carry it as the sponsor. The letter from MCD states that requiring closed captions will allow those who are deaf or hard of hearing to be informed of what is being said on the television. The proposed bill is modeled after an ordinance the City of Albuquerque adopted in 2019.

ACTION REQUESTED:

Staff recommends approval of the bill as presented

ATTACHMENTS:

Bill
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilwoman Renee Villarreal

Councilor Jamie Cassutt

Councilor Michael J. Garcia

AN ORDINANCE

RELATING TO CLOSED CAPTIONS; CREATING A NEW SECTION 7.5 SFCC 1987 TO REQUIRE PLACES OF PUBLIC ACCOMMODATION TO ACTIVATE CLOSED CAPTIONING ON TELEVISION RECEIVERS.

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

Section 1. [NEW MATERIAL] A new Section 7.5 of SFCC 1987 is ordained to read:

7.5 CLOSED CAPTIONING IN PLACES OF PUBLIC ACCOMODATION

7.5-1 Purpose.

The purposes of this section are the following:

- A. To provide inclusion to those members of the public who are deaf or hard of hearing in places of public accommodation;
- B. To prevent the exclusion, segregation, or denial of service for those who are deaf or hard of hearing; and
- C. To provide a benefit to all members of the public who are viewing televised or

1 | streamed media in situations in which it is difficult to hear audio.

2 | **7.5-2 Definitions.**

3 | For purposes of this Section:

4 | *Closed Captioning* means a user-activated transcript or dialog of the audio portion of a
5 | television program that is displayed on a television receiver screen.

6 | *Closed-Captioned Television Receiver* means a receiver of television or streamed
7 | programming that has the ability to display closed captioning, including but not limited to, a
8 | television, display screen, digital set top box, and other technology capable of displaying closed
9 | captioning for television or streamed programming.

10 | *Department* means the relevant city department as assigned by the city manager.

11 | *Place of Public Accommodation* means the following locations:

12 | (1) An inn, hotel, motel, or other place of lodging, except for an establishment
13 | located within a building that contains not more than five rooms for rent or hire and that is
14 | actually occupied by the proprietor of such establishment as the residence of such
15 | proprietor;

16 | (2) A restaurant, bar, or other establishment serving food and/or drink;

17 | (3) A place of exhibition of entertainment such as a motion picture house,
18 | theater, concert hall, or stadium;

19 | (4) A place of public gathering such as an auditorium, convention center, or
20 | lecture hall;

21 | (5) A sales or retail establishment such as a bakery, grocery store, clothing
22 | store, hardware store, a shopping center;

23 | (6) Any retail or service establishment such as a department store, laundromat,
24 | dry-cleaner, bank, barber shop, beauty shop, travel service, shoe repair service, funeral
25 | parlor, gas station, office of an accountant or lawyer, pharmacy, insurance office,

1 professional office of a health care provider, or hospital;

2 (7) A terminal, depot, or other station used for specified public transportation;

3 (8) A place of public display or collection such as a museum, library, or
4 gallery;

5 (9) A place of recreation or exercise such as a park, zoo, amusement park,
6 swimming pool, gym, health spa, bowling alley, or golf course;

7 (10) A place of education such as a day care, preschool, elementary, secondary,
8 undergraduate, or postgraduate private school; and

9 (11) A social service center establishment such as a day care center, senior
10 citizen center, homeless shelter, food bank, or adoption agency.

11 *Public Area.* Any part of a place of public accommodation that is open to the general public.

12 *Regular Hours.* The hours of any day in which a place of public accommodation is
13 generally open to members of the general public.

14 *Respondent.* Any person who is alleged or found to have committed a violation of
15 regulations established in this section.

16 **7.5-3 Closed Captioning in Places of Public Accommodation.**

17 A. Any place of public accommodation must activate closed captioning, with a yellow
18 text color, or if yellow is not available, white text on a black background, or black text in the largest
19 font style available, on all closed-captioned television receivers that are turned on and operating in
20 any public area during regular hours, except in the following circumstances:

21 (1) When no receiver of televised or streamed programming of any kind is
22 available in a public area of the place of public accommodations;

23 (2) The only source or receiver of the televised or streamed programming
24 available in a public area of the place of public accommodation is technically incapable of
25 displaying closed captioning; or

1 (3) If multiple television models are in use and displayed together for sale in
2 a public area and at least one closed-captioned television is available for viewing.

3 B. Powers and duties of the department.

4 (1) The department shall investigate alleged violations of this section and shall
5 have such powers and duties as are necessary and proper for the administration and
6 enforcement of this ordinance.

7 (2) The department shall assess a civil penalty of up to two hundred and fifty
8 dollars (\$250.00) for the initial offense, and five hundred dollars (\$500.00) for each
9 subsequent offense to any respondent who fails to demonstrate compliance within thirty
10 (30) days of a notice of such violation.

11 F. Exclusions.

12 (1) This section shall not be interpreted or applied to diminish or conflict with
13 any requirements of state or federal law. In the event of any conflict, state and federal
14 requirements shall supersede the requirements of this section.

15 (2) This section does not apply to programming that is exempt from closed
16 captioning requirements under state or federal law.

17 APPROVED AS TO FORM:

18
19 
20 ERIN K. McSHERRY, CITY ATTORNEY

21
22
23
24
25

Legislation/2021/Bills/Requiring Closed Captions

Mayor's Committee on Disability

C/O ADA Coordinator, City of Santa Fe

P.O. Box 909, Santa Fe, New Mexico 87504-0909

Re: Captions Always On

June 17, 2021

Dear Mayor Webber, City Council Members and City Manager:

Hearing loss is a significant problem in the United States. Approximately one in five Americans have some type of hearing loss in one or both ears that affects their ability to communicate and receive information. Television receivers are increasingly used in facilities open to the general public including hospital waiting rooms, bars and restaurants, health clubs, bus stations, airport lounges and appliance stores. Television receivers in these and other locations enable members of the general public to obtain the latest news reports in an emergency, watch sports events and pass the time while waiting for an appointment or service to be completed.

People with hearing disabilities should not be excluded from these activities and need to be able to understand emergency messaging while in public areas via closed captioning. The on-going pandemic has shown how important up to date information is for all segments of our society. It is too late to turn on captions in an emergency situation as there may not be an owner, manager or anyone around with the foresight or knowhow to turn on the captions.

Captions Always On will provide inclusion of those members of the general public who are deaf or hard of hearing in places of public accommodation and would prevent the effect of excluding, denying service, segregating or otherwise treating those with hearing disabilities differently from the hearing community. The activation of closed captioning will also provide a benefit to all consumers of televised or streamed media in situations where it is difficult to hear because of background noise.

We request that any person owning or managing a place of public accommodation must activate closed captioning on all closed-captioned television receivers that are turned on and operating in any public area during regular business hours where the televised event is technically capable of displaying closed captioning. If multiple television models are in use and displayed together for sale in a public area, at least one closed-captioned television must be available for viewing.

Thank you for your consideration in this matter.

Sincerely,



Aurore Bleck

Chair

Mayor's Committee on Disability

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Requiring Closed Captions

Sponsor(s): Councilor Villarreal

Reviewing Department(s): Legislative Services Office/City Attorney's Office

Staff Completing FIR: Jesse Guillen Date: 8/4/21 Phone: 955-6518

Reviewed by City Attorney: *Eri Mejia* Date: Aug 11, 2021

Reviewed by Finance Director: *Mary McCay* Date: Aug 13, 2021

Summary:

The proposed Bill requires that "places of public accommodation" activate closed captions on all televisions that are available to the public, unless the television is not technically capable of displaying closed captions.

Departments Affected:

City Manager/assigned enforcement department

Consequences of Not Enacting Legislation:

There will be no requirement to activate closed captions. The Mayor's Committee on Disability has endorsed this Bill as a necessary measure for those that are deaf or hard of hearing.

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

None identified.

Performance and Administrative Implications:

The City Manager would need to assign investigatory powers to the appropriate department to respond to non-compliance reports.

Fiscal Implications:

Staff time would be needed to respond to non-compliance reports. It is unknown at this time how many non-compliance reports the department would receive. Staff at various City facilities would need to ensure all publicly-accessible televisions have closed captions activated.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 

Email: jbg Guillen@ci.santa-fe.nm.us

Signature: 
Jennifer Faubion (Aug 11, 2021 21:05 MDT)

Email: jrfaubion@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/18/2021
FOR CITY COUNCIL MEETING OF 09/29/2021

ISSUE:

CONSIDERATION OF BILL NO. 2021-___. (Councilwoman Renee Villarreal and Councilor Cassutt)

An Ordinance Relating to Closed Captions; Creating a New Section 7.5 SFCC 1987 to Require Places of Public Accommodation to Activate Closed Captioning on Television Receivers. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518; Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

Committee Review:

Introduced: 07/14/21

Quality of Life Committee: 08/18/21

Mayor's Committee on Disability: 08/19/21

Governing Body (request to publish): 08/25/21

Finance Committee: 08/30/21

Governing Body (public hearing): 09/29/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Mayor's Committee on Disability; Finance Committee; Governing Body

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



City of Santa Fe, New Mexico

Memorandum



DATE: August 17, 2021

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Paul Babcock, Fire Department Chief ~~PA~~
Phillip Martinez, Assistant Fire Chief ~~PM~~

FROM: Nathan Miller, Wildland Superintendent ~~NM~~

ITEM AND ISSUE:

Request for the Approval of extension of term for Grant Project Aztec Spring 2017-2018 from April 15, 2021 to December 31, 2021 with no fiscal impact; State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) / Forestry Division; Nathan Miller, nfmiller@santafenm.gov, (505)955-3901.

BACKGROUND AND SUMMARY:

In May of 2018, the City of Santa Fe Fire Department Wildland Division was awarded a fuels reduction-thinning contract from the State of New Mexico EMNRD to conduct fuel reduction of one hundred fifty (150) acres of city property located in Aztec Spring. Through the support of the State of New Mexico Forestry Division, this project was determined to be a necessity in efforts to help reduce the threat/risk of a wildfire to the City of Santa Fe. The Governing Body approved the original project May 2018 (Item #18-07650 / EMNRD Contract #11-521-2301-0051), which expired on April 15, 2021. The proposed modification is to extend the term date from April 15, 2021 to December 31, 2021. Extension of the term would allow more time to complete the remaining forty-nine (49) acres of the one hundred fifty (150) acres slated for this thinning project.

The amount listed on the original contract is for two hundred eighty-six thousand five hundred seven dollars (\$286,507.00) and will remain the same as it includes the remaining forty-nine (49) acres.

PROCUREMENT METHOD:

No procurement method used.

FUNDING SOURCE:

Reimbursement from the EMNRD will go into the following funds:

Fund Name/Number: General Fund / Fund 100

Munis Org Name/Number: Fire - Wildland / 1000173

ACTION REQUESTED:

The Fire Department respectfully requests your review and approval. Thank you.

State of New Mexico
Energy, Minerals and Natural Resources Department

Susana Martinez
Governor

Ken McQueen
Cabinet Secretary

Matthias Sayer
Deputy Cabinet Secretary

Donald Griego, State Forester
State Forestry Division



July 23, 2018

Greg Gallegos (gdgallegos@santafenm.gov)
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

Re: Notice to Proceed

Enclosed please find the fully executed **Work Plan 18-06-1417**. This document serves as your official notice to proceed with your continuation of the **Aztec Springs 2017 - 2018 project, effective July 11, 2018 and expiring on April 15, 2021**. **Brian Peacock** is responsible for the oversight of this project and will review and certify invoices submitted under this agreement.

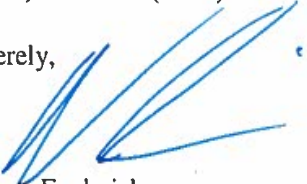
A subrecipient that expends \$750,000 or more of federal awards (in the aggregate from any source) in a fiscal year is required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards. A subrecipient that does not meet the \$750,000 audit threshold (Tier 7), must complete the Certification (Tiers 1 or 2) or Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14. Compliance with state audit requirements requires one of the above-mentioned tiers to be on file with the New Mexico Office of the State Auditor (OSA).

A subrecipient that qualifies for Tiers 1 or 2 must submit a copy of the certification electronically to the Forestry Division federal grant coordinator or designee annually. The Forestry Division will download Tiers 3-7 requirements directly from the OSA website for review annually. Please note: If a subrecipient has a Single Audit (Tier 7) conducted, please ensure the Forestry Division is identified as the pass-through entity and the subaward number assigned is listed on the subrecipient's Schedule of Expenditures of Federal Awards as the pass-through entity. Non-compliance with the Single Audit Act or the State Audit Act, as cited above, may result in a loss of federal funds.

The current available federal funding for your contract originates from the Cooperative Forestry Assistance Grant from the U. S. Department of Agriculture (USDA) Forest Service under Federal Catalog of Federal Domestic Assistance (CFDA) #10.664. This contract does not include funding for Research and Development.

The USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or a part of an individual's income is derived from any public assistance program. Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA'S TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Sincerely,



Andrew Frederick
Resource Management Bureau Chief

Cc: Brian Peacock, Bernalillo District Timber Management Officer
File

ITEM # 18-0765

SHARE No. 000 ... 12272
EMNRD Contract No. 11-521-2301-0051
City of Santa Fe

Wildland/Urban Interface and Hazardous Fuels Reduction

Grant Programs Project Work Plan for: City of Santa Fe (Contractor)

Project Number: 18-06-1417

Project I.D. Funding: FY18 Haz Fuels/City of Santa Fe

Entity Determination: Subrecipient

Forestry Division Project Manager: Brian Peacock

Project Title: Aztec Springs 2017 - 2018

Project Coordinator: Greg Gallegos, Santa Fe Fire Department Wildland Superintendent

Address: P.O. Box 909, 200 Lincoln Ave

Santa Fe, NM 87504

Telephone Number: 505-955-3120 email: gdgallegos@santafenm.gov

NOTE: All projects shall comply with 19.20.4.9 NMAC and 2 C.F.R. Part 200, if federal funds are used.

The Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Forestry Division) may extend task due dates by written notice to the Contractor as long as the Forestry Division is satisfied that sufficient progress is being made. Any other changes shall require a written amendment to the work plan, approved by the Forestry Division Director or designee, following EMNRD contract review.

***I. PROJECT DESCRIPTION:* Explain the type of project(s) to be implemented, location(s) of areas to be treated, what is being threatened, and how threat to areas will be mitigated, etc.**

This project involves fuels reduction of forest species (piñon, juniper, and ponderosa pine) on 150 acres of private land owned and managed by The Nature Conservancy (TNC) through the Santa Fe Fire Department's (SFFD) Landowner Request for Assistance program, which is advertised on Contractor's website. The landowner was selected on a first-come, first-served basis.

Location: Forested canyon with Aztec Springs Creek running through the center. The canyon is located north of Two Mile Reservoir, following Aztec Springs Creek from where it feeds into the reservoir. The treatment area is located one mile north of Two mile Reservoir and is adjacent to the Santa Fe Municipal Watershed and Hyde Park subdivision.

Due to on-going drought conditions, public use, and the adjacent wildland urban interface, this area has been a concern for the possibility of wildfire in the dense over growth. Removal of excessive fuels from this area shall greatly reduce the possibility of a catastrophic wildfire in this area and enhance and help the recovery of both native plant species and wildlife to the area.

II. PROJECT OBJECTIVES: Identify activities to be conducted under the scope of this project.

This project will reduce hazardous fuels in the Hyde Park/Aztec Springs corridor, rated as high risk due to overstocked forest, high public use, on-going drought, and proximity to wildland urban interface. Vegetation on the site is piñon-juniper intermixed with ponderosa pine and white fir, transitioning upslope to ponderosa pine and mixed conifer forests. The project shall treat 150 acres through the SFFD Landowner Request for Assistance program. Due to access limited to foot travel, slash shall be piled and burnt as conditions permit. If slash cannot be burnt within the three-year timeframe, SFFD may continue to burn after three years until all piles are burnt or mitigated by lop and scatter treatments.

III. CONTRIBUTORS: List the private, local, tribal, state, or federal organizations that are contributing or participating in project implementation.

- Forestry Division – technical assistance.
- SFFD – providing operators to complete thinning project.
- TNC – establish prescription and monitoring plan.

IV. BUDGET:

PROJECT REVENUE

NOTE: If you are requiring the Contractor to thin a mandatory number of acres in Sections I or II, make sure that the number of acres required multiplied by the highest thinning rate does not exceed the total amount available for Contractual Services for Thinning.

Match is not required for projects funded with state funds; however, EMNRD reserves the right to apply funding from this Work Plan as match for other federal funded programs. The Contractor must disclose if funds from this Work Plan will be used as match for other federal funds to prevent Contractor and the Forestry Division from claiming match on mutual or similar projects. When federal funds are used, Contractor shall provide 20% of match, unless the Forestry Division authorizes otherwise in writing. If the Forestry Division requires match for projects where federal funds are used, Contractor cannot use other federal funds for match. (See Exhibit 1, In-Kind Match or Landowner Reimbursement, for acceptable types of match.) Use extreme care in calculating the number of acres to be thinned. EMNRD can only reimburse for the amount specified in the rates for which EMNRD will reimburse per acre and the total amount reimbursed for this project cannot exceed the amount in the Grant Column for Contractual Services for Thinning.

Project Timeframe:

<u>Month/Year</u>	<u>Major Task</u>
<u>Summer 2018</u>	Program Manager (Forestry Division) issues Contractor a Notice to Proceed.
<u>Summer 2018</u>	Forestry Division and Contractor meet for initial onsite briefing. Contractor begins thinning.
<u>Throughout Project</u>	Contractor continues thinning until the project acreage is completed.
<u>Throughout Project</u>	Forestry Division conducts periodic inspections and Contractor submits submit invoices to Forestry Division for reimbursement.
<u>April 2021</u>	Forestry Division and Contractor conduct final inspection by April 15, 2021.
<u>April 2021</u>	Contractor submits final written report to Forestry Division by April 15, 2021.

VI. SITE SELECTION: What are the overall project boundaries, how were they selected, when, and by whom? Within the project boundary, how will specific projects be prioritized?

The site is located in the Hyde Park/Aztec Springs corridor. The project area is 150 acres surrounding Aztec Springs Creek. It is adjacent to the Santa Fe National Forest to the east and south, and its southern boundary is approximately a half a mile north of the Twomile Reservoir. It is adjacent to the Hyde Park subdivision and a portion of the Santa Fe Municipal Watershed to the northeast. The project area was selected through the Santa Fe Fire Department's Landowner Request for Assistance program.

VII. ENVIRONMENTAL OR CULTURAL CLEARANCES: Who will obtain any necessary environmental or cultural clearances for the project area and how will this be done?

Contractor shall assist the Forestry Division in obtaining any environmental or archeological information that the USFS may require pursuant to EMNRD's Cooperative Agreement with the USFS.

Contractor shall also ensure that landowners assist the Forestry Division in complying with the New Mexico Cultural Properties Act, NMSA, 1978, § 18-6-8.1 if there are any sites that are registered cultural properties and will be affected.

Contractor shall notify the Forestry Division prior to beginning treatment on selected property, so that the Forestry Division may verify through the Archeological Records Management Section (ARMS) if there are any sites that may require protection.

If the treatment may affect a registered cultural property, the Forestry Division shall afford the State Historic Preservation Officer a reasonable and timely opportunity in planning such undertaking as required by NMSA 1978, § 18-6-8.1.

VIII. PROJECT PROCEDURES: Identify the steps and activities to achieve the objectives. As an example, the steps should include, at a minimum, the assessment of the property, landowner's submittal of request for assistance, field inspections and priority ranking, completion of work on

property, and final inspection and payments and reimbursement steps.

- A. Contractor and Forestry Division staff prioritize project areas of concern.
- B. Contractor maps and marks trees within project area.
- C. Contractor completes required work elements.
- D. Forestry Division and Contractor conduct field inspections. Forestry Division approves project.
- E. Contractor submits reimbursements as needed.

IX. LANDOWNER REQUEST FOR ASSISTANCE: Contractor shall use the attached form Landowner Request for Assistance (Exhibit 2), to document a landowner's request for assistance from the Contractor.

Not applicable to this work plan.

X. LANDOWNER AGREEMENTS: Contractor shall develop a landowner agreement that defines the relationship and responsibilities between Contractor and landowner during the project. The agreement should include a description of the property to be treated, landowner responsibilities, and permission to enter the property to conduct and inspect the project. This agreement shall be included in the project file and available to EMNRD for review.

XI. LANDOWNER PRACTICE PLAN: Contractor shall use the attached form Landowner Practice Plan (Exhibit 3), or a close proximity thereof, to document the landowner's objectives and responsibilities, the property condition, and recommended treatments. If the Contractor deviates from this form, it shall first get EMNRD's written approval. (**Mandatory: There must be documentation of proposed treatment.**)

XII. PURCHASING METHODOLOGY FOR PROJECT: This project shall follow all procedures outlined in the New Mexico State Procurement Code.

XIII. PRIOR APPROVAL FOR ALL SUBCONTRACTS: Contractor shall provide EMNRD all necessary information in a timely fashion for prior approval of all subcontracting to occur with this project.

XIV. BILLING INSTRUCTIONS: Contractor may invoice EMNRD for this project every three acres, or no more frequently than monthly. **Contractor shall not bill administrative costs for Contractual Services.**

XV. PAYMENT TRACKING: Contractor shall maintain a budget in a spreadsheet format and provide updated copies to EMNRD on a monthly basis. At a minimum, the spreadsheet shall list the following:

- Landowner name
- Date applied
- Date approved
- Grant funds obligated
- Notice to proceed date
- Work approved date
- Invoice date

- Amount paid
- In-kind
- Acres treated

XVI. REPORTING: Contractor shall submit progress reports to ENMRD with each billing. Progress reports shall include the number of acres thinned.

XVII. CLOSE OUT: Contractor shall submit a final project file package to ENMRD when all work is finished, all financial transactions are completed, and the Forestry Division accepts the work.

XVIII. INSPECTIONS AND CERTIFICATION: Contractor shall use the attached form Wildfire Mitigation Inspection (Exhibit 4) to document project completion. If the Contractor deviates from this form, it shall first get EMNRD's written approval of the changes. (Mandatory: Contractor shall use the attached form.)

XIX. DOCUMENTATION OF MATCH: If applicable, include a statement of how this will be performed. Contractor shall use the attached form Volunteer Sign-Up Sheet (Exhibit 5), or a close proximity thereof, to document in-kind contributions. The value of Volunteer time is **\$22.50 per hour**. (This value is established by Independent Sector, a nonpartisan leadership network for nonprofits, foundations, based on the average hourly earnings of all production and nonsupervisory workers on private nonfarm payrolls as determined by the U.S. Bureau of Labor Statistics. Independent Sector takes this figure and increases it by 12% to estimate for fringe benefits).

XX. CERTIFICATE OF PAYMENT: Contractor shall also use the attached form Certificate for Payment (Exhibit 6) when requesting reimbursement from EMNRD and shall include certified invoices and volunteer match forms. (Mandatory: Contractor shall use the attached form.)

XXI. INVOICE PACKAGE: Contractor must submit the following documentation with each invoice: invoices from subcontractors or landowners, inspection report, certificate of payment, documentation of match (see Exhibit 1 for acceptable documentation), and a written narrative progress report (can be the narrative provided on the inspection report).

XXII. SUBRECIPIENT INFORMATION AND REQUIREMENTS:

City of Santa Fe, DUNS # 069420818, has been determined to be a subrecipient and is hereby notified of the identifying federal award information as follows:

Catalog of Federal Domestic Assistance (CFDA) Number: 10.664
CFDA Project Title: Cooperative Forestry Assistance
Federal Awarding Agency: U.S. Department of Agriculture - Forest Service
Pass-Through Entity: EMNRD - Forestry Division
Federal Award Identification Number (17): DG# DG-11031600-058
Federal Award Date: July 17, 2017
Subaward Period of Performance: Begins on the date of the signed Notice to Proceed and expires on the Project Completion Date in Section V., Project Timeline.

Subrecipient's award is not for research and development.

Subrecipient shall comply with all applicable state and federal statutes and rules or regulations imposed as a consequence of funding pursuant to this Agreement.

Suprecipient shall permit the Forestry Division, U.S. Forest Service, and auditors to have access to the records and financial statements as necessary for the Forestry Division to comply with OMB Circular A-133, Subpart D (d) (7).

If any part of this Agreement is federally-funded in an amount equal to or greater than \$25,000, to an entity determined to be a subrecipient, EMNRD-Forestry Division will disclose subaward information pursuant to the Federal Funding Accountability and Transparency Act (FFATA) using FFATA Subaward Reporting System (FSRS). The FFATA or Transparency Act-P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards. The site is www.USAspending.gov.

A subrecipient that expends \$750,000 or more of federal awards (in the aggregate from any source) in a fiscal year is required to obtain an annual audit in accordance with 2 C.F.R Part 200, Audit Requirements §200.501 through §200.512 and Appendix XI to Part 200 - Compliance Supplement. A subrecipient that does not meet the \$750,000 audit threshold (Tier 7), must complete the Certification (Tiers 1 or 2) or Agreed Upon Procedures (Tiers 3 - 6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14. Compliance with state audit requirements requires one of the above mentioned tiers to be on file with the New Mexico Office of the State Auditor (OSA).

A subrecipient that qualifies for Tiers 1 or 2 must submit a copy of the certification electronically to the Forestry Division federal grant coordinator or designee annually. The Forestry Division will download Tiers 3-7 requirements directly from the OSA website for review annually. Please note: If a subrecipient has a Single Audit (Tier 7) conducted, please ensure the Forestry Division is identified as the pass-through entity and the subaward number assigned is listed on the subrecipient's Schedule of Expenditures of Federal Awards report as the pass-through entity. Non-compliance with the Single Audit Act or the State Audit Act, as cited above, may result in a loss of federal funds awarded to the subrecipient.

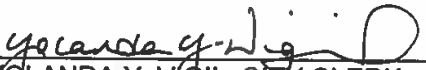
Subrecipient is subject to the terms and conditions herein, except with respect to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements under 2 C.F.R. Part 200, Subparts A – F. The terms and conditions of federal awards flow down to subawards and subrecipients unless a particular section of 2 C.F.R. Part 200, Subparts A – F, or the terms and conditions of the federal award specifically indicate otherwise.

CITY OF SANTA FE


ALAN WEBBER, MAYOR

DATE: 7/5/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6/27/18

APPROVED AS TO FORM:


CITY ATTORNEY 5/9

APPROVED:


FINANCE DIRECTOR 7-3-18

Business Unit/Line Item

EMNRD FORESTRY DIVISION

Approved by:

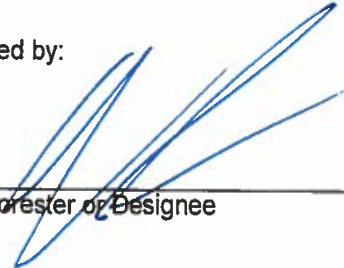

State Forester or Designee 7-11-18 Date

Exhibit 1

In-kind match or landowner reimbursement

Exhibit A – Costs that can be used as in-kind match or landowner reimbursement

Federal grant funds are governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute requirements.

Category	Documentation Required
Salaries and Wages	
Volunteer Time - landowner Rate includes 10% for benefits.	Volunteer Sign-up sheet or a close proximity thereof
Equipment & Maintenance	
Dozer	Equipment Shift ticket or similar
Tractor/loader	Equipment Shift ticket or similar
Trailer	Equipment Shift ticket or similar
4-wheeler	Equipment Shift ticket or similar
Chipper	Equipment Shift ticket or similar
Skidder	Equipment Shift ticket or similar
Masticator	Equipment Shift ticket or similar
Feller Buncher	Equipment Shift ticket or similar
Personal Chainsaw	Equipment Shift ticket or similar
Fuel tank rental	Charged at their actual costs, receipts must be provided
Oil changes and filters	Charged at their actual costs, receipts must be provided
Supplies	
Chainsaw Fuel	Receipt for the fuel charges, and hours that chainsaw was used
Herbicide	Charged at their actual costs, receipts must be provided
Sprayers	Charged at their actual costs, receipts must be provided
Chainsaw parts	Charged at their actual costs, receipts must be provided
Field supplies	Charged at their actual costs, receipts must be provided
Consulting/Contractual	
Aerial Application	Charged at their actual costs, receipts, invoices or accounting entries must be provided
Mapping	Charged at their actual costs, receipts, invoices or accounting entries must be provided
Vehicle Costs	
Mileage	Can charge the current State's mileage reimbursement amount
Advertising	
Notices/Legals	Charged at their actual costs, receipts must be provided

Exhibit 2
Not applicable to this work plan.

LANDOWNER REQUEST FOR ASSISTANCE

Project Title: _____

Name: _____

Address: _____ Zip: _____

Phone: _____ e-mail: _____

Legal Description: T _____ R _____ SEC _____

Geographic Location (subdivision): _____

Property Owner: YES ___ NO ___ Proof of Insurance: YES ___ NO ___

Total Acres: _____

Interested in Thinning ___ Defensible Space ___

FOREST TYPE: Piñon/Juniper _____
Ponderosa Pine _____
Mixed Conifer _____

Prior Activity (Please describe any forestry, erosion control, or wildlife enhancements performed in the last five years): _____

I understand that the defensible space and fuel reduction work will need to be maintained and agree to complete the maintenance work as long as I own this land.

Signature: _____ Date: _____

OFFICE USE: Approved _____ For _____

Rejected _____ Reason _____

Priority _____ Contractor _____

Exhibit 3

LANDOWNER PRACTICE PLAN

PROJECT TITLE : _____

NAME: _____

ADDRESS: _____ ZIP: _____

PHONE: _____ e-mail: _____

LEGAL DESCRIPTION: T _____ R _____ SEC _____ COUNTY: _____

GEOGRAPHIC LOCATION: (subdivision) _____

TOTAL ACRES: _____ INSURANCE CO./POLICY #: _____

.....
LANDOWNER SHORT TERM OBJECTIVES: (CHECK ALL THAT APPLY)

- _____ To create defensible space and reduce the wildfire hazard in a highly vulnerable Wildland/Urban Interface or Hazardous Fuels Reduction area.
- _____ To thin _____ acres of forested land to improve overall forest health and control disease and insect pests.
- _____ To increase the vigor and growth rate of residual trees while removing excess, poor quality, dead, and dying trees.
- _____ To improve the diversity of grasses, forbs, and wildflowers for wildlife forage production in the treated area.
- _____ Other: _____

.....
LANDOWNER LONG TERM OBJECTIVES: (CHECK ALL THAT APPLY)

- _____ To reduce the long-term wildfire hazard on the property in the wildland/urban interface or hazardous fuels reduction area.
- _____ To improve and maintain the overall health and vigor of the forest by periodic thinning of overstocked stands.
- _____ To improve the productivity and health of the watershed.
- _____ To protect and improve wildlife habitat, and enhance the aesthetic value of the forest.
- _____ To serve as an example to other residents of how active forest management can improve property values.
- _____ Other _____

TREATMENT PLAN: (Narrative)



**Exhibit 4
PROJECT INSPECTION FORM**

Landowner Information (please print)

Landowner's Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ E-mail _____
Latitude _____ Longitude _____
Inspector name: _____

Completed Wildfire Mitigation Activities (Attach Completed Landowner Request for Assistance Form.)

Basal Area Check (if applicable): _____

GPS confirmation of completed acres (Must provide spatial data to the Division): _____

1. (Treatment Type, Defensible Space, Heavy Thin, Riparian, etc.) _____

Acres treated @ rate: _____

Inspection and treatment narrative (required): _____

Approved: _____ Date _____
Authorized representative

EMNRD Forestry Division Review (if applicable):

_____ Date _____

Exhibit 5

VOLUNTEER SIGN-UP SHEET

PROJECT TITLE: _____

Name: _____ Phone: _____

Address: _____ Zip: _____

Name: _____ Phone: _____

Address: _____ Zip: _____

Name: _____ Phone: _____

Address: _____ Zip: _____

Name: _____ Phone: _____

Address: _____ Zip: _____

Name: _____ Phone: _____

Address: _____ Zip: _____

Name: _____ Phone: _____

Address: _____ Zip: _____

FOR OFFICE USE ONLY:	
Date: _____	
Location: _____	
Volunteers: _____ Hours: _____	Signature: _____
Time: _____	
Staff Present: _____	

PROJECT TITLE: _____

PROJECT NUMBER: _____

PROJECT NAME: _____

PROJECT DATE: _____

1. A. SITE LOCATION: _____

B. SITE COUNTY: _____

2. TYPE OF PROJECT:

Thinning

Chipping

Lumber

3. CONTACT PERSON: _____ PHONE: _____

Address: _____

4. COOPERATING ORGANIZATIONS: _____

5. AGENCY PERSONNEL: _____

6. VOLUNTEERS: # Vol. _____ X Hours _____ X \$ _____ * = \$ _____

7. TECHNICAL SUPPORT: Hours _____ X \$ _____ * = \$ _____

8. COST: _____ No. _____ X _____ = \$ _____

_____ No. _____ X _____ = \$ _____

_____ No. _____ X _____ = \$ _____

9. COMMENTS:

PREPARED BY: _____ DATE: _____

*Rate set annually by EMNRD Forestry Division.

PROJECT TITLE: _____

VOLUNTEER TIME SHEET

DATE: _____

NAME OF PERSON/GROUP: _____

NO. OF VOLUNTEERS: _____

CONTACT PERSON: _____ TELEPHONE: _____

ADDRESS: _____

NO. OF HOURS WORKED: _____

TYPE OF PROJECT: _____

ADDITIONAL INFORMATION: _____

Exhibit 6

[INSERT VENDOR REMIT TO NAME/ADDRESS]
 CERTIFICATE FOR PAYMENT

Project Title: _____
 Project Number: __-__-__
 [Remit to address]

Contract No.: _____ Billing No.: _____ Billing Date: _____ Terminate: _____

Accomplishment: _____ No. Acres: _____ No. Projects: _____

Billing represents work completed beginning (date) _____ through (date): _____

ITEM	MATERIAL OR WORK PERFORMED	GRANT AMOUNT	\$ DUE THIS BILLING	PREVIOUS BILLINGS	BALANCE REMAINING
1	Contractual Services				
2					
3					
4					
	Subtotal				
	TOTAL CONTRACT				

CERTIFICATION

I hereby certify that the work described herein has been performed and that no previous payment for the Total Amount Due this Statement, as shown above, has been received.

By: _____
 EMNRD Forestry Division Project Manager

By: _____
 Authorized Project Representative

Date:

Date:

Wildland/Urban Interface and Hazardous Fuels Reduction

Grant Programs Project Work Plan for: City of Santa Fe (Contractor)

Project Number: 18-06-1417

Project I.D. Funding: FY18 Haz Fuels/City of Santa Fe

Entity Determination: Subrecipient

Forestry Division Project Manager: Clay Benton

Project Title: Aztec Springs 2017 - 2018

Project Coordinator: Nate Miller, Santa Fe Fire Department Wildland Superintendent

Address: P.O. Box 909, 200 Lincoln Ave
Santa Fe, NM 87504

Telephone Number: 505-955-3120 email: gdgallegos@santafenm.gov

This Modification No. 1 to Work Plan No. 18-06-1417, effective as of April 15, 2021, is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Forestry Division) and the City of Santa Fe (Contractor).

1. The existing Section V, Project Timeline, is deleted in its entirety and replaced with the following:

“V. PROJECT TIMELINE: Provide a timeline for major milestones, accomplishments, and completion date for project activities. The Forestry Division may extend task due dates by written notice to the Contractor as long as the Forestry Division is satisfied that sufficient progress is being made. Any other changes shall require a written amendment to the work plan, approved by the Forestry Division Director or designee, following EMNRD contract review.

Project Completion Date: 04/15/2021

Project Timeframe:

Month/Year	<u>Major Task</u>
<u>Spring 2018</u>	Program Manager (Forestry Division) issues Contractor a Notice to Proceed.
<u>Spring 2018</u>	Forestry Division and Contractor meet for initial onsite briefing. Contractor begins thinning.

<u>Throughout Project</u>	Contractor continues thinning until the project acreage is completed.
<u>Throughout Project</u>	Forestry Division conducts periodic inspections and Contractor submits submit invoices to Forestry Division for reimbursement.
<u>December 2021</u>	Forestry Division and Contractor conduct final inspection by December 31, 2021.
<u>December 2021</u>	Contractor submits final written report to Forestry Division by December 31, 2021.

Project Completion Date: 12/31/2021."

2. All other terms and conditions of the parties' original Work Plan shall remain the same.
3. This Modification No. 1 becomes effective on the date of last signature.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Modification No. 1.

CITY OF SANTA FE

Authorized Representative (Please print name)

Signature: _____ Date: _____

EMNRD FORESTRY DIVISION

Signature: _____ Date: _____
State Forester or Designee

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 13:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Signature: Nathan F Miller
Nathan F Miller (Aug 20, 2021 16:10 MDT)

Email: nfmiller@santafenm.gov

Signature: Phil martinez
Phil martinez (Aug 20, 2021 15:31 PDT)

Email: pmartinez@santafenm.gov

Signature: Paul Babcock
Paul Babcock (Aug 20, 2021 16:52 MDT)

Email: prbabcock@santafenm.gov












Aztec Spring Extension Request (08.18.2021)

Final Audit Report

2021-08-20

Created:	2021-08-20
By:	Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALF_qKklFdQ7SYCcM-XCJI0SBYWRZh-uT

"Aztec Spring Extension Request (08.18.2021)" History

-  Document created by Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
2021-08-20 - 9:59:55 PM GMT- IP address: 63.232.20.2
-  Document emailed to Nathan F Miller (nfmiller@santafenm.gov) for signature
2021-08-20 - 10:02:24 PM GMT
-  Email viewed by Nathan F Miller (nfmiller@santafenm.gov)
2021-08-20 - 10:09:59 PM GMT- IP address: 174.205.104.50
-  Document e-signed by Nathan F Miller (nfmiller@santafenm.gov)
Signature Date: 2021-08-20 - 10:10:50 PM GMT - Time Source: server- IP address: 174.205.104.50
-  Document emailed to Phil martinez (pmartinez@santafenm.gov) for signature
2021-08-20 - 10:10:52 PM GMT
-  Email viewed by Phil martinez (pmartinez@santafenm.gov)
2021-08-20 - 10:28:19 PM GMT- IP address: 174.205.173.21
-  Document e-signed by Phil martinez (pmartinez@santafenm.gov)
Signature Date: 2021-08-20 - 10:31:42 PM GMT - Time Source: server- IP address: 174.205.173.21
-  Document emailed to Paul Babcock (prbabcock@santafenm.gov) for signature
2021-08-20 - 10:31:44 PM GMT
-  Email viewed by Paul Babcock (prbabcock@santafenm.gov)
2021-08-20 - 10:51:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Paul Babcock (prbabcock@santafenm.gov)
Signature Date: 2021-08-20 - 10:52:12 PM GMT - Time Source: server- IP address: 174.205.64.165
-  Agreement completed.
2021-08-20 - 10:52:12 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: August 5, 2021

TO: Mayor Alan M. Webber and City Governing Body

VIA: Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Health & Safety Department Director *KO*
KO

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

ITEM AND ISSUE:

Recommendation to Appointment of Dorothy Seaton (veteran) as Chair of the Veterans Advisory Board (VAB).

BACKGROUND AND SUMMARY:

The Veterans Advisory Board was established to address matters affecting veterans, propose solutions to alleviate or address the needs of local veterans and recognize the contributions local veterans have made.

Per resolution 2015-18 the board consists of 9 members with at a minimum of 3 members being veterans or immediate family members of veterans. Board members shall be residents of Santa Fe County appointed by the Mayor and approved by the Governing Body. To the greatest extent possible Board members shall represent the following: the business community, mental health provider, homeless service provider, local housing provider, financial services provider, medical service provider, outdoor oriented non-profit, arts oriented non-profit, animal oriented non-profit, or other relative programs.

Per resolution 2015-18 the Chair of the Board will be appointed by the Mayor.

Dorothy Seaton has been the acting Chair since the previous Chair, Chris Calvert resigned in May 2021. She has been an advocate for the programs and people the Veterans Advisory board supports. She also sits on a number of other state committees, including the Women Veterans of New Mexico. She has been integral in having the Department of Veterans Affairs Cabinet Secretary recognize the work of the VAB and look to the board to train and expand their current navigation program.

On July 27th the Veterans Advisory Board voted unanimously to support Mrs. Seaton as Chair.

ACTION REQUESTED:

The Community Services Department, Youth & Family Services Division, and the Veterans Advisory Board respectfully requests the appointment of Mrs. Seaton to Chair of the Veterans Advisory Board.

Dorothy Seaton
MAJ, US Army (Retired)

Mayor Alan Weber
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

August 4, 2021

Dear Mr. Mayor,

I'm writing to ask that you appoint me to Chair the Veterans Advisory Board. My resume is attached.

I've served on the VAB since 2015 and have been vice chair since 2018. As a result, I'm ready to take this on and work effectively with our City Staff Liaison, Julie Sanchez. I'm familiar with the VAB's operations including the budget, MOUs with Santa Fe Community College Foundation (Scholarships) and Santa Fe Veterans Alliance (Navigator), and our veterans' community partners.

I'm grateful for the confidence my fellow VAB members have placed in me recommending me as their Chair during our last meeting July 27th.

I look forward to serving the Governing Body and Santa Fe veterans and their families.

Respectfully submitted,

Dorothy Seaton, MAJ, US Army (Retired)
Acting Chair, Santa Fe Veterans Advisory Board



Resume Attached



Dorothy Seaton, Major, US Army (Retired)

Application for Appointment to Chair, Veterans Advisory Board

Military Career

October 1971–May 1992 **U.S. Army
and Army National Guard Service**

Entered Army active duty as a private in 1971. Served at Fort McClellan, AL, Fort Monmouth, NJ, and Fort Sam Houston, TX. Discharged 1974.

Joined the Army National Guard in 1974. Served in Iowa, Nebraska, New Mexico and Texas, and retired at the rank of major in 1992.

Served in increasingly responsible positions as a photo lab technician, supply sergeant, photographer, journalist, editor, training officer, public affairs officer, detachment commander, and division personnel officer.

Received the 5th Army Small Unit Training Award for best training program in a 15-state area.

Commanded the New Mexico Army National Guard's 113th Public Affairs Detachment, Santa Fe, NM.

Retired May 1992.

Education

Master of Human Relations (MHR), 1990, with emphasis in Communication and Chemical Dependency, **University of Oklahoma**, Norman, OK (4.0 GPA).

Bachelor of Science (BS) 1979, major in Life Science, double minor in Psychology and Chemistry, **University of Nebraska**, Lincoln, NE (3.25 GPA).

Civilian Employment

August 2012-present **Retired**

August 2005-August 2012 **Texas Department of State Health Services, Austin, TX
Quality Management Specialist**

Worked under limited supervision with considerable latitude for the use of initiative and independent professional judgment; sometimes supervised the work of others.

Evaluated contractor performance, business functions and clinical services delivered by up to 200 service providers.

Led teams of up to 30 people performing quality management reviews to assess service quality and compliance with contracts, laws, regulations, and policies.

Analyzed review findings and prepared reports of findings and recommendations.

Provided technical assistance and training and developed and delivered professional presentations. I trained 345 people at 16 locations in fiscal year 2011. Co-presented training for 61 people at the annual DSHS Institute in July 2012.

Responded to inquiries from contractors and the public.

September 2004-August 2005 **Gateway Foundation, Kyle, TX Clinical Supervisor**

Supervised up to 13 counselors delivering in-prison chemical dependency treatment services for 520 inmate clients.

Performed monthly internal audits of treatment records.

Served as Clinical Training Institute Coordinator, responsible for overseeing professional development, intern supervision, training records, and for meeting state regulatory standards.

Provided training, supervision, counseling services and clinical documentation for a caseload of 20 inmate peer facilitators.

Coordinated staff training for 32 licensed counselors and 4 office assistants.

—Continued on Back of Page

Community Volunteer Service

Greenwood Hills Neighborhood Association, Board Member 1996-1999, Austin, TX.

River Mountain Ranch Property Owners Association, Vice President 2000, Treasurer 2001, Wimberley, TX.

Nava Ade Homeowners Association, Secretary 2014, Vice President 2015, Santa Fe, NM.

American Veterans for Equal Rights, Bataan Chapter, member 2013-present, Vice President 2014, President 2015-2016, Albuquerque and Santa Fe, NM.

Women Veterans of New Mexico, member 2015-present, Vice President 2016, Santa Fe, NM.

City of Santa Fe Veterans Advisory Board, member 2015-present, Vice Chair 2018-present, Santa Fe, NM.

Signature: Kyra Ochoa
Kyra Ochoa (Aug 5, 2021 14:19 MDT)

Email: krochoa@santafenm.gov

City of Santa Fe, New Mexico

memo

August 25, 2021

TO: Governing Body

FROM: Mayor Alan Webber

THROUGH:  Pauline Kanako Kamiyama, Arts and Culture Department Director

SUBJ: Approval of Recommendations for Appointment to the Arts Commission

Summary

The Arts and Culture Department issued a call for new Arts Commissioners in December 2020 to fill three vacancies. Arts & Culture received 54 applications via email by closing date of January 13, 2020 at 5pm.

The Nominating Committee, consisting of Arts Commission Chair, Co-Chair and a Commission Member, reviewed the applications with Arts and Culture Staff and made recommendations submitted on January 26, 2021. In May 2021, a decision to review the applications and shortlist to ten (10) for discussion was made by the Mayor. In June 2021, that shortlist was narrowed down to 6 candidates for interviews: Paul Hultin, Peter Grendle, Raashan Ahmad, Anne Wrinkle, Jennifer Villela and Marcia Mikulak. Panel interviews were conducted on Tuesday, July 22 and Wednesday, July 30 in order to create final rankings.

The Nominating Committee took many factors into consideration with respect to the expertise, artforms, knowledge and sensitivity to current issues, community engagement, fundraising, leadership, and more. It was vital during the process to keep the tenets of Culture Connects, always considering diversity, inclusivity, equity and access. In discussion and agreement, the Committee ranked the candidates regardless of race or gender but rather on the candidates strength and their potential contribution to the Arts Commission and the City.

The Committee makes the following recommendations for your consideration and appointment:

NOTE: the original call for Arts Commissioners was to fill three vacancies from term limits as of November 2020. Since that time, two additional seats will become vacant in November 2021 and the Committee respectfully recommends that all five vacancies be appointed as follows:

Terms: October 2020-October 2022

New Commissioners

Raashan Ahmad
Paul Hultin
Anne Wrinkle

Reappointments:

Tamara Bates

Terms: October 2021-2023

New Commissioners

Márcia Mikulak
Jennifer Villela

Reappointments:

Jorge Luis Bernal
Alma Castro

City of Santa Fe, New Mexico

memo

TERM: October 2020-October 2021

Raashan Ahmad is an emcee, producer, DJ, label owner and internationally touring musician who combines his story and stance on social, political and cultural issues via the spoken word (in all its forms) with various rhythms and musics from across the globe. His career as a recording artist spans close to two decades. He has released 6 studio albums, toured over 35 countries, collaborated with the national orchestra in Bogota Colombia and the symphony in Warsaw Poland and has garnered critical acclaim from worldwide press (RFI, XXL, BBC, France 24, Urb, Pan African Music, Rolling Stone etc.) Raashan is also a cultural worker who is rooted in racial/social justice and community and cultural work. He has worked with various youth and community organizations from Brazil to France, Oakland to Morocco using hip hop, art, and culture as a tool for education and community building. In his home town of Santa Fe N.M. Raashan has served as a youth mentor, organizer of an annual back to school drive, food drive, and facilitated fundraisers for various teachers and classrooms. In addition he is currently Co-executive director at Vital Spaces, Co-founder Earthseed Black Arts Alliance, voted "Best DJ" in the Santa Fe, a director and producer for various video projects and is a promoter for a storytelling event as well as an ongoing assortment of community dance events that focus on bringing different sections of the city together.

Paul Hultin is a lawyer, water and climate activist, and an advocate for artists and the Santa Fe arts community. After graduating from the University of Michigan Law School he moved to Denver where he had a national civil trial practice. Since moving to Santa Fe, he has limited his legal work to public interest water and climate litigation and advocacy, and legal representation of local and international artists. He served as a Board member and Board Chair of the Center for Contemporary Arts from 2013 to 2018. He was an associate producer of *Sembene!*, an award-winning documentary about Ousmane Sembene, the father of African cinema, that screened at more than 50 film festivals around the world. He was Co-Chair the successful campaign to amend the Santa Fe City Charter to create a full-time mayor. One of his primary interests is the intersection of art and environmental justice and how art can tell universal stories that illuminate our troubled relationships with the environment and with each other.

Anne Wrinkle is an independent consultant in cultural communications, marketing, fundraising, and events for museums and non-profits. She served as a senior staff member at the contemporary art museum SITE Santa Fe in several capacities including External Affairs, Development, and Public Relations for almost 20 years, as it grew from a scrappy, spirited, and ambitious youngster to a sophisticated, mature, and integral community asset, celebrating its 25th anniversary in 2020. Throughout her extensive career in the art world, she is passionate in her commitment to support and serve extraordinary artists and help share their unique perspectives with the people of Santa Fe and the world.

Prior to moving to Santa Fe from New York City, Wrinkle held positions at The Drawing Center, Michael Werner Gallery, and Livet Reichard Co, an arts marketing/PR firm with clients including Brooklyn Academy of Music, the Whitney Museum of American Art, the Brooklyn Museum, Martha Graham Dance Company, AmFAR, and NARAL, among others. She holds a BA from the University of Virginia and an MA in Art History from Hunter College, CUNY, and was a Helena Rubinstein Fellow at the Whitney Museum of American Art.

City of Santa Fe, New Mexico

memo

Term: October 2021-October 2023

Dr. Márcia Mikulak is accomplished in several fields. First, she is a concert pianist with a Bachelor of Music from the San Francisco Conservatory of Music and a Master of Fine Arts in music performance from Mills College in Oakland, California. She has a number of solo piano recordings to her credit. Prior to her Ph.D. (awarded in 2002), Dr. Mikulak created and directed Santa Fe Research, an organization dedicated to the investigation of learning and potential in children, examining ways in which children diagnosed with 'learning disabilities' could reach their unique potentials. This work has been cross-culturally informed and supported by private grants and fellowships, with research in Zimbabwe and Mali, Africa on the cultures of 'childhoods.' In addition, Dr. Mikulak pioneered American Contemporary and Avant Guard music in Santa Fe, NM in the 1980s with funding from the National Endowment for the Arts through a program titled Explorations in Music that continued for seventeen years. Notable composers presented their work through this venue and their work inspired local musicians and artists throughout the years.

Jennifer Villela has more than 27 years of experience in the communications field, from working in the advertising department at The Washington Post, to creating and implementing the marketing and public relations plan for the Georgia O'Keeffe Museum; from securing valuable media coverage and creating marketing plans for her own clients at V Media, to her role for three years as managing director of JLH Media, disseminating key messages for a diverse group of clients through robust media relations and other communications strategies. Currently, Villela is one of the hosts of *Coffee & Culture*, a talk radio show focused on the arts & culture on KTRC, a Hutton Broadcasting station. She recently completed a three-year term as chair of the Museum of New Mexico Foundation Business Council.

Arts Commissioners Resumes

Term October 2020-October 2022

Ahmad, Raashan

Hultin, Paul

Wrinkle, Anne

Term October 2021-October 2023

Mikulak, Márcia

Villela, Jennifer

RAASHAN AHMAD

MC/DJ/POET/EXECUTIVE DIRECTOR/COMMUNITY WORKER

PROFILE

My art takes its cue from the Emma Goldman quote, "If I can't dance, I don't want to be a part of your revolution." I combine my story and stance on social, political and cultural issues via the spoken word (in all its forms) with various rhythms and musics from across the globe. My career as a recording artist spans close to two decades. I have released 14 studio albums and toured nationally & internationally, all while staying close to my roots and passion by giving back as a mentor/volunteer and being in service to my community at home in Santa Fe, NM

SELECT ACCOMPLISHMENTS

- Headline performance at "Billboard Live" in Tokyo, Japan (2008)
- Represented the United States as a musical ambassador at the World Social Forum in Porto Alegre, Brazil. (2009)
- Featured at the BBC Radio's "Worldwide Awards" in London. (2010)
- Invited to Artist residency for the Babel Med Music Festival in Oran Algeria and Marseille France (2013)
- Featured guest & collaborator - WARHOL & BASQUIAT (exhibition) at The Kunstforum Gallery in Vienna Austria (2015)
- Headline performance w/ the National Symphony Orchestra of Colombia & Choir, (2016)
- Performed and recorded a full length live album with Szczecin Philharmonic Symphony Orchestra in Szczecin Poland (2017)
- Board of Directors - Warehouse 21 Santa Fe, N.M. (2017)
- First DJ invited to the inaugural "AFROPUNK" festival in Dakar, Senegal (2018)

- Producer & Host "I Got a Story to Tell" (Live storytelling event) (2019)
- Producer, Director, "I Got A Story To Tell" — 2020—Present (A community video project. 6 episodes featuring conversations focused on the black experience and life in Santa Fe, N.M. a city with a small black population.

- Producer, Director, “Black Story/Black Song” — 2021—Present (A Black-led, arts-centric, interactive presentation/video program for educators and students that evolves students’ understanding of the political, historical and artistic contributions of African Americans—not just by looking at the past, but also into the vibrant present and future. Using different forms of storytelling & vibrant set design, contemporary Black New Mexican artists showcase many lesser-known stories of the Black experience.
- Co-Founder - Earthseed Black Arts Alliance - a Black-led organization focusing on centering and amplifying Black voices in Northern New Mexico as well as collaborating with Indigenous artists, artists of color and the city’s artist community as a whole. (2020)
- Co-Executive Director - Vital Spaces - A Santa Fe-based 501(c)3 organization whose mission is to sustain and enhance Santa Fe’s cultural vibrancy by creating affordable spaces for artists working in all media to create, present, connect, and teach. (2020)
- Event promoter Juneteenth festival (Santa Fe, N.M.) 2021
- DJ for various dance parties.

COMMUNITY

- Initiates a yearly backpack / school supply drive (in collaboration with Communities in Schools NM)
- Organizer and co-facilitator of various youth workshops (Zine making, youth media, beat making)
- Spearheaded multiple fundraisers for local causes (classroom supplies for teachers, food gift cards for families in need, backpacks for the homeless)

MEDIA COVERAGE

-

- Awarded “Album of the Year” - Hangtime Music Awards (Marseille France) (2011)
- “The King” Cover story in the Santa Fe Reporter. Santa Fe, NM (2020)
- “US artist Raashan Ahmad on exploring different genres” Live interview on France 24 (reaching over 20 million viewers) (2019)
- “West Coast MC Raashan Ahmad presents his new album, The Sun” Featured article in Pan-African Music (2019)
- “Bringing light into the darkness. World Music Matters” spotlight on RFI (France, Africa, Europe) (2019)

ADDITIONAL SKILLS

- Event promoter
- Community engagement
- Organizer
- Music Producer
- Stage Management
- Attention to detail

PAUL HULTIN

EDUCATION AND PROFESSIONAL

University of Michigan, B.A. (with distinction) 1967, J.D. 1973

Member of Colorado and New Mexico Bars

Law clerk, Colorado Supreme Court, 1973-74.

Private practice of law: Denver, CO 1974-2012, Santa Fe, NM 2012-present: civil trials, election law, water and climate-change law, intellectual property, and art law.

Pro bono

Conroy v. Dennis (Colorado). First successful court challenge to use of electronic voting machines without paper ballot backup.

New Energy Economy v. PNM Filed Amicus Curiae brief in New Mexico Supreme Court on impacts of climate change on behalf of City of Santa Fe and 37 not-for profit community and environmental organizations.

COMMUNITY

Member, Colorado Election Reform Commission. (2006-2009)

Counsel, Santa Fe Charter Review Commission, 2013

Chair, Santa Fe Independent Salary Commission 2017-2020

Center for Contemporary Arts, Board of Directors and Board Chair 2013-2018

Anne B. Wrinkle

PROFILE

Cultural Communications Expert and Trusted Advisor with over 25 years of experience supporting the arts with extensive track record in leading effective and dynamic campaigns. Successful by strategically and effectively communicating message to trades, art enthusiasts, and the public alike. Well-connected, resourceful, and discrete, recognized for collaboration, kindness, curiosity, and inclusivity. A generous and dependable team player with a meticulous work ethic. Core competencies include:

- Strategic Communications
- Website Management
- Digital Marketing
- Community Engagement Experience
- DEAI Work
- Extensive Connections in Media Relations
- Fundraising Expertise
- Collaborative Project Management
- Special Event Production
- Marketing & Outreach
- Knowledge of local and national Visual/Performing Arts & Cultural landscape
- Writing/Editing for a variety of platforms

PROFESSIONAL EXPERIENCE

SITE Santa Fe, Santa Fe, New Mexico 2001-2020
The Southwest's leading contemporary arts organization which nurtures innovation, discovery and inspiration through the art of today.

Director of External Affairs, 2004-2020

Reporting to Irene Hofmann, Phillips Director, and part of senior leadership team; responsible for strategy for all communications, media relations, marketing, and visitor services.

- Served on team to create SITE Tomorrow, a \$12 million Capital/Endowment Campaign, which resulted in a newly designed building expansion, generating increase in attendance by 100%, and established new heightened institutional reputation and community resource and gathering space for an award-winning renovated and expanded building, designed by SHoP Architects, which opened in 2017.
- Partnered with **LaPlaca Cohen** on campaign to rebrand SITE's signature exhibition, create logo design, and promote new mission across the Americas.
- Guided strategic planning, redesign of graphic identity and website, and brand repositioning to advance SITE's work, image and perception.
- Served as Art Director for countless design and creative projects to stay on institutional brand and on message.
- Created and expanded social media presence 2014-2020: Oversaw efforts to increase Facebook followers by 64%; increased Instagram followers by 367%; and increased Twitter followers by 60%. Developed institutional social media plan and hired/trained staff member to manage and execute.
- Secured earned media coverage for exhibitions, programs, and architectural design in the *New York Times*, *Wall Street Journal*, *Architectural Digest*, *Art News*, *Artforum*, *Travel & Leisure*, *W Magazine*, *Hyperallergic*, and many others.

- Created all press releases and kits, marketing collateral, newsletters, and printed materials for museum.
- Established digital marketing campaign and built database with over 10,000 emails, augmenting printed marketing collateral, and created digital ad campaign for major exhibitions and initiatives to broaden reach, while lowering marketing costs.
- Created and managed institutional advertising / marketing budget each year and secured complimentary sponsorships valued at over \$15,000 each year.
- Conducted fundraising efforts in contemporary art auctions in partnership with Sotheby's that generated over \$2.5 million dollars for the institution.
- Managed contractors in media relations, brand strategy, graphic design/ad creative, and website design.
- Created and managed city-wide marketing collaborations garnering local, regional and national attention for SITE Santa Fe and City of Santa Fe

Director of Development, 2001-2003

Reporting to Director Louis Grachos, and responsible for all fundraising initiatives, including individual giving, exhibition sponsorships, annual fund campaign, travel program, gala fundraising events, etc.

- Managed Development Department overseeing a staff of five, and supported the Director in all fundraising projects

Public Relations & Marketing Officer, 2001

- Managed all public relations and marketing efforts for the organization including the Fourth International Biennial, curated by Dave Hickey, which garnered media coverage in over 300 outlets, as well as for year-round exhibitions and public programs.

THE DRAWING CENTER, New York, NY

1996-2000

The Drawing Center is a museum and a nonprofit exhibition space that focuses on the exhibition of drawings, both historical and contemporary.

Development and Public Relations Officer

- Reporting to Director Ann Philbin, directed and managed all public relations efforts, and implemented advance press campaigns for historical and contemporary exhibitions.
- Special Events: serve as Benefit Coordinator for The Center's largest fundraising event of the year, which attracts over 400 leaders of the art and cultural communities of New York and raised over \$500,000, as well as managed other cultivation events.
- National Council Program Liaison: work with the Director, Board Members and staff to recruit new upper level supporters, generating \$50,000-\$100,000 in revenues annually.

Additional Experience and Accomplishments include:

- Managed all daily operations for a high-profile international gallery, based in NYC and Cologne, Germany specializing in contemporary art, including complex scheduling of exhibitions; international transportation; budgets; and catalogues. Supervised/trained full and part-time staff.
- Created special insider art experiences for corporate clients, museums and student groups.

- Coordinated high-caliber art exhibition events for non-profit and corporate clients, including Olympia and York, NARAL, Asia Society, and Brooklyn Academy of Music. Achieved fundraising goals, up to \$1 million per event, and increased public awareness of client profiles.

EDUCATION

New York University, New York, New York, Certificate in Arts Administration, Intensive Course

Hunter College, City University of New York, New York, MA Art History

Whitney Museum Independent Study Program, New York, New York

Helena Rubinstein Fellow in Curatorial Studies

Christie's Fine Arts Course, London, England

University of Virginia, Charlottesville, Virginia

BA English, Minor: Art History

Arts Commissioners Resumes

Term October 2021-October 2023

Mikulak, Márcia

Villela, Jennifer

VITAE

Marcia L. Mikulak – Professor Emerita (2019)

Department of Anthropology
University of North Dakota
236 Centennial Drive Stop 8374
Grand Forks, ND 58202-8374

Education

- Ph.D., Cultural Anthropology, University of New Mexico, Albuquerque, NM Dissertation: “*The Social Construction of Disposable Children: Street and Working Children in Minas Gerais, Brazil,*” UMI Number: 3072249
- MA, Cultural Anthropology, University of New Mexico, Albuquerque, NM
- MFA, Mills College, Oakland, CA
- BM, San Francisco Conservatory of Music, San Francisco, CA

Areas of Specialty

Human Rights, Violence, Social and Cultural Constructions of Childhood, Rural and Urban Migration

Research Sites

Domestic Violence, Grand Forks, ND; Human Rights (children and indigenous rights) Belo Horizonte, Brazil, and Pesqueira, Pernambuco, Brazil (Xukuru Indigenous Human Rights)

Professional Experience

University Employment

- Professor, Department of Anthropology, University of North Dakota, Grand Forks, ND
- Associate Professor, Department of Anthropology, University of North Dakota, Grand Forks, ND
- Assistant Professor, Department of Anthropology, University of North Dakota, Grand Forks, ND
- University of New Mexico, Adjunct (Graduate Student)
- Teaching Assistant, Department of Anthropology, University of New Mexico (Graduate Student)
- University of New Mexico, Adjunct (Graduate Student)
- University of New Mexico, Adjunct (Graduate Student)
- Northern New Mexico Community College, Fine Arts Department
- Director and Creator: Santa Fe Research Institute. Development of innovative learning curriculums for children and adolescents

Research Employment - abbreviated

Santa Fe Research. Director, for-profit institute dedicated to the investigation of learning, perception, and creative educational curriculums.

Researcher Position - New Mexico Department of Health, Injury Prevention, and Emergency Medical Services Bureau. Contractor/Qualitative Data Analysis, Assessment on Violence Against Women in the state of New Mexico. Data collection, analysis, assessment, and authorship of final report.

Publications - abbreviated

Books

- Mikulak, Marcia. *Constitutional Foundations of Indifference: Indigenous Nations in North Dakota, United States and Pernambuco, Brazil* (Working Title). Routledge Press. In process.
- Mikulak, Marcia. *Childhood Unmasked: The Agency of Brazil's Street and Working Children*. San Diego: Cognella Academic Publishing. June 15, 2015
- Mikulak, Marcia. Ed. *In Search of a New Paradigm: A Cultural Anthropology Reader* San Diego: Cognella Academic Publishing, January 4, 2014
- Mikulak, Marcia. *The Social Constructions of Childhoods: Historical Framework*, in *Searching for a New Paradigm: A Cultural Anthropology Reader*. First Edition. San Diego: Cognella Academic Publishing. June 15, 2015

Peer-Reviewed Journal Publications

- Mikulak, Marcia. Colonial Subjugation and Human Rights Abuses: Twenty-First Century Violations against Brazil's Rural Indigenous Xukuru Nation. *Contemporary Rural Social Work*. Vol 8, No 3 (2016). June
- Mikulak, Marcia. *The Symbolic Power of Color: Constructions of Race, Skin-Color and Identity in Brazil*. *Humanity and Society*, 35(1)
- Mikulak, Marcia. *Music, Anthropology, and the Senses: Cognition for Social Change*. *Ethnic-rpts*, 13.1

Solo Piano Recordings

- Mikulak, Marcia (Solo Piano), Kronos Quartet. Dane Rudhyar: Advent; Crisis and Overcoming; Transmutation. *Composers Recordings, Inc. NY*. ASIN: B000005TUU
- Mikulak, Marcia (Solo Piano). "Improvisation: The Appropriate Gesture" in *Artspace: Southwestern Contemporary Arts Quarterly*. Vol. 10, No. 1
- Mikulak, Marcia (Solo Piano). *1750 Arch Records*, "Gardner Jencks: Selected Works for Piano, 1942-1980 S-1781
- Mikulak, Marcia (Solo Piano). *Composers Recordings, Inc. New York* "American Contemporary Music of Dane Rudhyar," S.D. 372

Video Documentaries

- Mikulak, Marcia. Research in Zimbabwe, Africa. "A Comparative Study: Sensory Testing Between American Children and Children of Zimbabwe, Africa"
- Mikulak, Marcia (Piano). *Channel 6, PBS*, California. Half hour color video documentary – collaborative work with Composer Gardner Jencks
- Mikulak, Marcia (Piano). *Opus 22 – Channel 22*, Las Cruces, N.M. Guest Artist
- Channel 6 PBS, CA. Video documentary: American Composer, Gardner Jencks, Marcia Mikulak, Pianist

Professional Associations

Memberships and Offices Held

- The Society for the Study of Social Problems
- North Dakota Human Rights Coalition – Board Member
- Fellowship for Reconciliation – Working for Peace, Justice, and Non-Violence.
<http://forusa.org/members/marciamikulak>

- The Center for Human Rights and Genocide Studies, UND. (Advisory Committee)
- The Press Institute for Women in the Developing World. NGO and Citizen Journalism Initiative (<http://www.piwdw.org/>) (Board Member)
- American Anthropological Association (member)
- Amnesty International (Country Specialist, Brazil)
- Society for Applied Anthropology (member)
- National Coalition Against Domestic Violence (member)

Consultant Activities

- SFeTAC/W21 (Santa Fe Teen Arts Center – W21) Board Member. Santa Fe, New Mexico
- North Dakota Human Rights Coalition – 4th Annual ND Human Rights Summit “Mobilizing for 2014” – November 9, 2013. 9:00 – 4:00 p.m., Fargo Country Club, Fargo, ND
- Amnesty International – Brazil Consultant
- Institute of International Education, US Student Fulbright Program. National Screening Committee 2012 – 2013. Dec. 9, 2011
- Consultant to the UND School of Medicine – Rural Health, National Resource Center on Native American Ageing to Dr. Laurie Betting. Dr. Leander *Russ* McDonald, Director and PI for the National Resource Center on Native American Aging at UND, and for the Spirit Lake Planning Department (summer to present)

Jennifer Villela, principal

Overview:

Personable and creative marketing and public relations professional with 27 years of experience and a proven track record of success; continually stays abreast of best practices in the communications field, maintains a roster of media and business contacts, is vested in New Mexico businesses and the local community.

Education:

Bachelor of Arts, 1994, University of New Mexico, Albuquerque, NM
Major in English, Minor in Communication and Journalism

Work Experience:**Aug 2014 – present V Media, Principal, Santa Fe, NM, formerly Jennifer Padilla Public Relations**

Principal of Santa Fe-based marketing and public relations agency. Current and former clients include: the Santa Fe Opera, the Harwood Museum of Art, New Mexico Museum of Art, Museum of Indian Arts & Culture, Native Treasures Indian Arts Festival, New Mexico Museum of Natural History & Science, Railyard Urgent Care, Cancer Foundation for New Mexico, Sweetheart Auction, Assistance Dogs of the West, The Zuni Show, Museum of New Mexico Press, Surroundings Studios, Project Indigene, and Lyn Fox Fine Pueblo Pottery. Services include public relations campaigns, marketing campaigns, social media consultation, print and digital media buying, and SEO consultation.

Oct 2017 – present Host, Coffee & Culture Radio Show on KTRC, 1260 am

Invites, schedules, and interviews guests for hour-long arts and culture radio program.

Dec 2013–Aug 2014 JLH Media, Managing Director, Santa Fe, NM

In addition to the below listed activities, developed new business, supervised junior account directors and managed day-to-day business in principal's absence.

Sept 2011–Aug 2014 JLH Media, Account Director Santa Fe, NM

Created and implemented public relations plans to effectively promote JLH Media clients through the media, and other channels, in order to disseminate key client messages. Secured valuable national, local and regional media coverage consistently. Provided excellent client customer service, engaged in community outreach, and assisted with business development. Clients included the Georgia O'Keeffe Museum, Ojo Caliente Mineral Springs, the Inn and Spa at Loretto, Hotel Chimayo, Santa Fe Photographic Workshop.

June 07–Sept 2011 Jennifer Padilla Public Relations, Principal, Santa Fe, NM

Successfully created and implemented strategic and tactical public relations and marketing plans for various clients, including Cornerstones Community Partnerships, Española Valley Humane Society, New Vistas, Recursos de Santa Fe, Rosewood Inn of the Anasazi, the Santa Fe Children's Museum, Second Street Brewery and others.

Jan 06–June 07 The Lensic Performing Arts Center, Director of Marketing and PR, Santa Fe, NM

Developed and implemented the strategic plan for promoting the Lensic, specific performing artists, and community and youth events, on deadline and on budget. Efficiently managed print and electronic publicity material to support the strategy, including advertising and websites. Created promotional materials. Served as the media affairs representative for the organization and implemented successful media campaigns.

April 04–Aug 05 The Uptime Institute, Marketing Manager, Santa Fe, NM

Developed marketing communications materials for specialized, high-tech engineering firm with predominantly Fortune 500 clients; managed production and distribution of all materials, including print and electronic marketing campaigns. Managed graphic designers, web developers, photographers and copy writers.

April 02–March 04 The Georgia O'Keeffe Museum, Assistant Director of Marketing, Santa Fe, NM

Successfully managed all print and electronic communications, imaging projects, and related budgets. Managed graphic designers, mail houses, web developers and other vendors. Assisted in strategic planning, budgeting and branding

projects. Essential team player in launching successful media campaigns that secured publicity in local, national, and international media outlets. Coordinated press conferences and assisted with donor events.

March 2000–April 02 The Georgia O’Keeffe Museum, Marketing Coordinator, Santa Fe NM

Managed museum’s publications and website, working closely with senior staff, graphic designers, printers and other vendors. Tasks included writing, editing, proofreading, and purchasing print. Publications include glossy 4-color quarterly newsletter (Managing Editor) and various other print materials. Managed image and publications archives and digital imaging resources.

Sept 98–March 2000 The Washington Post Magazine and TV Week, Production Coordinator, Washington, D.C.

Coordinated 4-color magazine production, created in-magazine promotional ads; trafficked advertising materials, worked closely with designers, production houses, outside vendors and both advertising and editorial departments. Recipient of *The Washington Post Publisher’s Award for Excellence in Customer Service, Fourth Quarter 1999* for my work in this position.

March 98–Sept 98 The Washington Post Magazine and TV Week, Production Assistant, Washington, D.C.

Assisted production coordinators in all of the above functions.

Aug 96–March 98 The Washington Post Property Management Advertising, Customer Service Representative and Database Specialist, Washington, D.C.

Tested, developed, and maintained customized advertising database with both print–production system and web–based publishing systems. Managed all imaging and digital files for the database.

10/95 – 5/96	Harwood Art Center, Children’s Art Instructor, Albuquerque, NM
2/95 – 10/95	NuCity Newspaper, Freelance Reporter, Albuquerque, NM
2/92 – 5/94	The University of New Mexico Daily Lobo, Reporter, Albuquerque, NM
8/93 – 12/93	Conceptions SW Magazine, Production Coordinator, Albuquerque, NM
5/93 – 8/93	The University of NM Daily Lobo, Asst. Arts Editor, Albuquerque, NM

Software/Technical Knowledge

Fluent in: Cision and Meltwater databases, Microsoft Office, both Mac and PC desktop publishing and graphics programs, including Photoshop, Illustrator, InDesign, and proficient in Wordpress, Wix and SquareSpace,

Training, Continuing Education Courses and professional development:

- March 2015 Social Media Marketing World, Santa Diego
- 2003 Museums and the Web, March 24–29, 2003
- 2004 Museums and the Web April 15–20, 2002
- 2001 Dreamweaver and Flash Design Training–National Seminars
- 1999 George Washington University Continuing Education: Typography, Printing and the Graphic Arts, and Desktop Publishing
- 1997 Tomas J. Piwowar & Associates: Scanning and Graphics Survival Kit
- 1997 EPI Communications: Photoshop I, Photoshop II

Volunteer Work and Community Involvement:

- 8/15/19 – present Member of Turquoise Trail Charter School Equity Council
- 8/16/20 –present Social Media Volunteer, Mountain Cloud Zen Center
- 8/2016 – 9/2019 Chair of the Business Council Committee of the Museum of New Mexico Foundation
- 2013 – 2016 Member of Santa Fe Chamber of Commerce Tourism Committee
- 04/04 – 08/05 Member Board of Directors, Intermezzo of the Santa Fe Opera
- 06/03 – 06/08 Member of Albuquerque Chapter of the American Marketing Association
- 10/02 – 04/04 Member of the Museum Computer Network
- 01/02 – 01/03 Santa Fe Macintosh User's Group, Membership Chairperson
- 11/02 – 04/04 Secretary, Santa Fe Museum Marketing Alliance




City of Santa Fe New Mexico

Memorandum



Date: July 16, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Marcos D. Martinez, Senior Assistant City Attorney 

RE: Political Committees and Campaign Spending Bill

EXECUTIVE SUMMARY:

The Bill makes the following changes to four sections of the Campaign Code, SFCC 1987 Section 9-2:

1. Amends the definition of “political committee” to include the requirement that an entity has expended \$5,000 or more during a single election to trigger PAC reporting requirements;
2. Increases the aggregate expenditure amount limit for Independent Sponsored Campaign Contributions from \$250 to \$500;
3. Requires separate reporting of contributions only after contributions exceed \$25 from a contributor;
4. Strikes the requirements to include specific information regarding contributions and expenditures in Section 9-2.6(C) and (D); and
5. Clarifies when a political committee files a statement of organization with the City Clerk.

BACKGROUND:

The proposed changes to this Ordinance would make the City’s expenditure threshold for political committees the same as the State’s threshold for political committees. NMSA 1978, sec. 1-19-26(Q). Additionally, the bill proposes to raise the threshold for independent sponsored campaign contributions from \$250 to \$500. Although the State’s limit for similar independent expenditures is set at \$1000, the ECRB recommended a lower threshold. Finally, donors who make small contributions, under \$25, would not have to separately report their contributions. Together, these changes reduce the reporting requirements of individuals who, and entities that support or oppose candidates and ballot measures.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2021-16
Political Committees and Campaign Spending

Mayor and Members of the City Council:

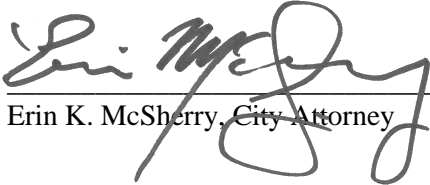
I propose the following amendment(s) to Bill No. 2021-16:

1. On page 12, line 11 change subparagraph “(9)” to “B.” and re-letter the succeeding paragraphs accordingly.

Respectfully submitted,

Carol Romero-Wirth, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Kristine Mihelcic, City Clerk

underscored material = new
[bracketed material] = delete

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-16

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Michael J. Garcia

AN ORDINANCE

RELATING TO THE CAMPAIGN CODE; AMENDING SECTION 9-2.3 SFCC 1987 TO AMEND THE DEFINITION OF A “POLITICAL COMMITTEE” TO INCLUDE A THRESHOLD AMOUNT FOR REPORTING CONTRIBUTIONS; AMENDING SECTION 9-2.6 TO INCREASE THE AGGREGATE EXPENDITURE AMOUNT REQUIRING REPORTING TO FIVE HUNDRED DOLLARS AND TO EXEMPT AGGREGATE CONTRIBUTION AMOUNTS OF LESS THAN TWENTY-FIVE DOLLARS FROM SEPARATE REPORTING REQUIREMENTS; AMENDING SECTION 9-2.7 TO MAKE NECESSARY CHANGES REGARDING REFERENCES TO A “POLITICAL COMMITTEE”; AND AMENDING SECTION 9-2.11 TO EXEMPT AGGREGATE CONTRIBUTION AMOUNTS OF LESS THAN TWENTY-FIVE DOLLARS FROM SEPARATE REPORTING REQUIREMENTS.

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

Section 1. Section 9-2.3 SFCC 1987 (being Ord. No. 1998-41, § 3, as amended) is amended to read:

1 **9-2.3 Definitions.**

2 As used in the Campaign Code:

3 A. *Anonymous contribution* means a contribution for which any of the information
4 required to be recorded or reported by the Campaign Code is unknown to the persons who are
5 required to record or report it.

6 B. *Ballot proposition* means any measure, amendment or other question submitted to,
7 or proposed for submission to, a popular vote at a Santa Fe election

8 C. *Campaign depository* means a bank, mutual savings bank, savings and loan
9 association or credit union doing business in this state under which a campaign account or accounts
10 are maintained.

11 D. *Campaign finance statement* means a report of all contributions received and
12 expenditures made according to a form prescribed by the city clerk which, when completed and
13 filed, provides the information required in the sections to follow.

14 E. *Campaign materials* means any published communication, electronic or otherwise,
15 disseminated to more than one hundred (100) persons that either supports the election or defeat of
16 any identifiable candidate or candidates or supports the approval or defeat of a ballot proposal,
17 other than communications to, or editorials, reports, or commentary by news media.

18 F. *Campaign treasurer and deputy campaign treasurer* means the individual who is
19 responsible for keeping the financial records of the political committee or candidate (the candidate
20 may be their own campaign treasurer or deputy campaign treasurer).

21 G. *Candidate* means any individual who seeks election to a Santa Fe municipal office.

22 An individual shall be a candidate when they:

23 (1) Announce publicly;

24 (2) File for office;

25 (3) When contributions are accepted or expenditures made; or

1 (4) Any activity is held to promote an election campaign of an individual if
2 that activity is endorsed or supported by that person or if the benefits of such activity are
3 later accepted by such person.

4 H. *Charity* means an organization that is exempted from federal taxation by Title 26
5 United States Code, section 501(c)(3).

6 I. *Contribution* means a loan, loan guarantee, gift, advance, pledge, contract,
7 agreement or promise of money or anything of value or other obligation, whether or not these items
8 are legally enforceable, made directly or indirectly, to a candidate or political committee, or to a
9 person obligated to file a report under Subsection 9-2.6 SFCC 1987, for the purpose of supporting
10 the election or defeat of any identifiable candidate or the approval or defeat of a ballot proposition.

11 (1) The term "contribution" includes:

12 (a) The transfer of funds or anything of value between political
13 committees

14 (b) The transfer of anything of value for less than full consideration;

15 (c) Interest, dividends or other income derived from the investment
16 of campaign funds;

17 (d) The payment for the services of an individual serving on behalf of
18 a candidate or political committee, which payments are made by a third party;

19 (e) The purchase of tickets for fundraising events such as dinners,
20 rallies, raffles, etc. and the proceeds of collections at fundraising events; and

21 (f) A coordinated expenditure.

22 (2) The term "contribution" does not include a volunteer's personal services
23 provided without compensation or the travel or personal expenses of such a campaign
24 worker.

25 J. *Contributor* means:

1 (1) *Individual contributor* means an individual who makes a contribution
2 from their personal assets which are not those of a business, corporation, partnership, labor
3 organization, unincorporated association or political committee.

4 (2) *Business or organizational contributor* means an individual who uses the
5 assets of a business, corporation, partnership, labor organization, unincorporated
6 association or political committee as a contribution, or any business, corporation,
7 partnership, labor organization, unincorporated association or political committee which
8 makes a contribution.

9 K. *Coordinated expenditure* means an expenditure made:

10 (1) By an individual or entity other than a candidate or the candidate's
11 political committee; and

12 (2) In cooperation, consultation or concert with, or at the request or suggestion
13 of, a candidate, his/her representatives or agents or the candidate's political committee,
14 including but not limited to, the following examples in 9-2.3(K)(2)(a)-(d):

15 (a) There has been substantial discussion between the individual or
16 entity making the expenditure and the candidate, candidate's political committee,
17 or his/her representatives or agents. Substantial discussion includes, but is not
18 limited to, an exchange of campaign strategies, polling information, voter lists or
19 any other similar information that would facilitate the election or defeat of a
20 candidate.

21 (b) An entity making the expenditure is directly or indirectly formed
22 or established by or at the request or suggestion of, or with the encouragement of
23 the candidate, candidate's political committee, or his/her representatives or agents;

24 (c) The candidate, candidate's political committee or his/her
25 representatives or agents has solicited funds or engaged in other fundraising

1 activities on behalf of the person or entity making the expenditure during the
2 twelve-month (12) period preceding the date of the expenditure. Fundraising
3 activities include, but are not limited to, exchanging names of potential donors or
4 other lists to be used in engaging in fundraising activity, regardless of whether or
5 not the individual or entity pays fair market value for the names or lists provided;
6 or being a featured guest or speaker at a fundraising event for the benefit of the
7 entity making the expenditure.

8 (d) If the individual or entity making the expenditure has employed,
9 has in a leadership position, or has accepted a donation of the campaign related
10 professional services of any person, who, during the twelve-month (12) period
11 preceding the date of the expenditure, has been an employee of, has advised, or
12 provided or is providing services to the candidate or candidate's political
13 committee. These services include, but are not limited to, any services in support
14 of the candidate's or candidate's political committee's campaign activities, such
15 as advertising, message, strategy or policy services, polling, allocation of
16 resources, fundraising or campaign operations.

17 (e) An expenditure is not a coordinated expenditure solely because:

18 (i) The individual or entity and a candidate or candidate's
19 political committee use The same vendor to provide polling services,
20 printing or distribution services or physical space, provided that the vendor
21 has in place prior to the expenditure a firewall to ensure that there is no
22 exchange of information between the individual or entity and the candidate
23 or campaign committee. Evidence of an adequate firewall is a vendor's
24 formal written policy or a contractual agreement with the vendor
25 prohibiting the exchange of information between the individual or entity

1 and the candidate or candidate's political committee, which policy or
2 contract is distributed to all relevant employees, consultants, and clients
3 affected by the policy or contract. The firewall shall be designed and
4 implemented to prohibit the flow of information between employees and
5 consultants providing services to the individual and entity and to those
6 currently or previously providing services to the candidate or candidate's
7 political committee. Coordination will be presumed in the absence of such
8 a firewall; or

9 (ii) The individual or entity making the expenditure
10 interviews a candidate; has endorsed a candidate; has obtained from the
11 candidate a biography of the candidate or a position paper, press release,
12 or similar material about the candidate; has invited the candidate to make
13 an appearance before the person's members, employees or shareholders;
14 or has shared space with a candidate or candidate's political committee for
15 one or more single events of limited duration.

16 L. *Election* means any regular or special Santa Fe municipal election.

17 M. *Expenditure* means a payment or transfer of anything of value in exchange for
18 goods, services, property, facilities or anything of value for the purpose of supporting or opposing
19 the election or defeat of any identifiable candidate or the approval or defeat of a ballot proposition.
20 This includes contributions, subscriptions, distributions, loans, advances, deposits, or gifts of
21 money or anything of value, and includes a contract, a promise or agreement, whether or not legally
22 enforceable, to make an expenditure. The term "expenditure" also means the transfer of funds or
23 anything of value between political committees.

24 N. *Political committee* means any entity that:

25 (1) Is formed for the principal purpose of:

1 [(4)](a) Raising or collecting, and expending or contributing money or
2 anything of value for supporting the election or defeat of any identifiable candidate
3 or candidates or for supporting the approval or defeat of ballot propositions; or

4 [(2)](b) Coordinating or cooperating in efforts to support the election or
5 defeat of any identifiable candidates or of supporting the approval or defeat of any
6 ballot proposition; and

7 (2) Expends five thousand dollars (\$5,000.00) or more in the aggregate for these
8 principle purposes during a single election.

9 **Section 2. Section 9-2.6 SFCC 1987 (being Ord. No. 2005-14, § 29, as amended) is**
10 **amended to read:**

11 **9-2.6 Independently Sponsored Campaign Communications and Reporting.**

12 A. Any person or entity that makes expenditures of [~~two hundred fifty dollars~~
13 ~~(\$250.00)] five hundred dollars (\$500.00) or more in the aggregate during a single election to pay
14 for any form of public communication including print, broadcast, cable or electronic advertising,
15 billboards, signs, pamphlets, mass mailers, mass electronic mail, recorded phone messages,
16 organized phone-banking or organized precinct-walking, that is disseminated to one hundred (100)
17 or more eligible voters, and that either expressly advocates the election or defeat of a candidate, or
18 the approval or defeat of a ballot proposition; or refers to a clearly identifiable candidate or ballot
19 proposition within sixty (60) days before an election at which the candidate or proposition is on the
20 ballot, shall thereafter, on each of the days prescribed for the filing of campaign finance statements,
21 file with the city clerk a report of all such expenditures made and all contributions received for the
22 purpose of paying for such expenditures on or before the date of the report [~~and~~] which have not
23 been previously reported and which are not exempted from reporting by paragraph D of this
24 subsection.~~

25 B. Each report shall be submitted on a form prescribed by the city clerk. The name

1 and address of the reporting person or entity and the name of its president, chief executive officer,
2 or equivalent position shall be stated in the report.

3 C. Contributions shall be specified by date, amount of contribution, name, address
4 and occupation of the person or entity from whom the contribution was [~~made~~] received. No
5 contribution shall be reported in the name of a person who is not the actual contributor or who has
6 been or will be reimbursed or compensated for the contribution by another person. The [~~president,~~
7 ~~chief executive officer or equivalent position~~] reporting person or entity shall certify on the filing
8 that its expenditures were or were not made in cooperation, consultation or concert with, or at the
9 request or suggestion of, a candidate, his/her representatives or agents or the candidate's political
10 committee.

11 D. A contribution received from a contributor whose aggregate contributions to the
12 reporting person or entity for the purpose of paying for the expenditures covered by Paragraph A
13 of this Section are less than twenty-five dollars (\$25.00) need not be separately reported, but the
14 amount thereof shall be included in the reported cumulative total of contributions received by the
15 reporting person or entity during the period covered by the report. Where such a contributor makes
16 subsequent contributions that increase the contributor's aggregate total of such contributions to
17 twenty-five dollars (\$25.00) or more, all such contributions from the contributor, regardless of their
18 amount, shall thereafter be separately reported for the reporting period during which they are
19 received.

20 E. Expenditures shall be specified by date, the amount of the expenditure, the name
21 and address of the person or entity where an expenditure was made and the purpose of the
22 expenditure. No report is required under this subsection for expenditures made exclusively for
23 communications to the news media, editorials, reports or commentary by the news media, impartial
24 candidate forums or debates or the announcements thereof, or for impartial voter guides allowed
25 by the Internal Revenue Code for Section 501(c)(3) organizations or a communication by a

1 membership organization or corporation to its current members, stockholders or executive or
2 administrative personnel unless the membership organization or corporation is a campaign
3 committee or a political committee.

4 ~~[B.]F.~~ Any person or entity that has to file under this subsection and receives
5 contributions from another entity that does not have to disclose its contributors to the city clerk,
6 shall place the following visible disclosure on its campaign materials: "This campaign material is
7 supported in part by donations from an organization that is not required to disclose its contributors
8 to the Santa Fe city clerk."

9 ~~[C. — Contributions shall be specified by date, amount of contribution, name, address
10 and occupation of the person or entity from whom the contribution was made. The name of the
11 president, chief executive officer or equivalent position and the address of the entity shall be stated
12 in the report.~~

13 ~~D. — Expenditures shall be specified by date, the amount of the expenditure, the name and
14 address of the person or entity where an expenditure was made and the purpose of the expenditure.
15 The name of the president, chief executive officer or equivalent position and the address of the
16 entity shall be stated in the report.]~~

17 **Section 3. Section 9-2.7 SFCC 1987 (being Ord. No. 1998-41, § 5, as amended) is**
18 **amended to read:**

19 **9-2.7 Statement of Political Committee Organization**

20 A. Every political committee shall file a statement of organization with the city clerk
21 within ten (10) days of ~~[the earlier of the following, but in no event later than the date on which a
22 political committee contracts for or initiates the dissemination of any campaign materials:~~

23 (1) ~~— Its organization; or~~

24 (2) ~~— The date on which it receives or has information which causes it to
25 anticipate that it will receive contributions or will make expenditures in any election~~

1 ~~campaign]~~ becoming a political committee as defined in Subsection 9-2.3(N) SFCC 1987.

2 B. The statement of organization shall include but not be limited to:

3 (1) The name, street address, city, county, state, zip code and telephone
4 number of the political committee;

5 (2) The full name, street address, city, county, state and telephone number of
6 each firm, association, partnership, business trust, corporation, company, committee, and
7 other organization or group of individuals with which the political committee is affiliated
8 or connected or with which it coordinated or cooperated in its efforts to support the election
9 or defeat of any identifiable candidate;

10 (3) The names, addresses and titles of its officers; or if it has no officers, the
11 names, addresses and titles of its responsible leaders;

12 (4) The full names, addresses and telephone number (home and business) of
13 its campaign treasurer and campaign depository;

14 (5) The full name of each candidate whom the political committee is
15 supporting or opposing;

16 (6) The ballot proposition concerned, if any, and whether the political
17 committee is in favor of or opposed to such proposition; and

18 (7) What distribution of surplus funds will be made upon dissolution.

19 C. Any material change in information previously submitted to the city clerk shall be
20 reported to the city clerk within ten (10) days of such change.

21 **Section 4. Section 9-2.11 SFCC 1987 (being Ord. No. 1998-41, § 10, as amended) is**
22 **amended to read:**

23 **9-2.11 Campaign Finance Statement; Contents.**

24 A. Each campaign finance statement shall be filed in accordance with subsection 9-
25 2.10 SFCC 1987. The initial statement shall begin with the date of the first contribution or

1 expenditure. Subsequent statements shall begin on the day after the end date of the previous
2 reporting period. Statements shall contain the following information:

3 (1) The funds on hand at the beginning of the period. This shall include the
4 cumulative total amount of all contributions and expenditures. This includes, but is not
5 limited to, contributions and expenditures in aid of, or in opposition to, candidates or ballot
6 propositions before they qualify for the ballot and contributions and expenditures following
7 the election;

8 (2) The full name, home address, occupation, name of employer, date of
9 receipt and amount of each contribution received from each individual contributor from
10 whom a contribution in money, goods, materials, services, facilities or anything of value
11 has been received and whether the contribution was received in cash, by check, by credit
12 card, by electronic transfer or otherwise. No contribution shall be reported in the name of
13 a person who is not the actual contributor, or who has been or will be reimbursed or
14 compensated for the contribution by another person.

15 (3) The full name, type of business, physical address, date of receipt and
16 amount of each contribution for each business or organizational contributor, from whom a
17 contribution in money, goods, materials, services, facilities or anything of value has been
18 received, and whether the contribution was received in cash, by check, by credit card, by
19 electronic transfer or otherwise. No contribution shall be reported in the name of a person
20 who is not the actual contributor, or who has been or will be reimbursed or compensated
21 for the contribution by another person.

22 (4) The date of receipt and amount of any anonymous contribution received
23 by the campaign treasurer or deputy campaign treasurer and the disposition that was made of each
24 such contribution pursuant to subsection 9-2.9C SFCC 1987, including the date when it was
25 donated to the city or to a charity and the identity of the recipient of the donation.

1 (5) The full name and complete mailing address of each individual or business
2 to whom an expenditure has been made, the purpose of each campaign expenditure and the date
3 each expenditure was made. This report shall be itemized with the total amount paid to each
4 individual or business for the goods, services or facilities provided;

5 (6) The full name of the candidate or political committee and the full name
6 and complete address of the campaign treasurer or deputy campaign treasurer; and

7 (7) For each contributor, the cumulative total of all contributions made~~[; and]~~.

8 (8) Where goods, materials, services, facilities or anything of value other than
9 money is contributed or expended, the monetary value thereof shall be reported at the fair market
10 value.

11 (9) A contribution received from a contributor whose aggregate contributions
12 to the candidate or committee are less than twenty-five dollars (\$25.00) need not be separately
13 reported, but the amount thereof shall be included in the reported cumulative total of all
14 contributions received during the period covered by the report. Where such a contributor makes
15 subsequent contributions that increase the contributor's aggregate total to twenty-five dollars
16 (\$25.00) or more, all contributions from the contributor, regardless of their amount, shall thereafter
17 be separately reported for the reporting period during which they are received.

18 B. Loans of money, property or other things made to a candidate or political
19 committee during the period covered by the campaign finance statement shall be reported
20 separately in the statement, with the following information:

21 (1) The total value of all loans received during the period covered by the
22 campaign finance statement;

23 (2) The cumulative total value of all loans received; and

24 (3) The total amount of loans remaining unpaid.

25 C. If a loan has been forgiven or paid by a third person, it shall be reported pursuant

1 to this section.

2 D. Investments made with campaign funds under subsection 9-2.9 SFCC 1987 and
3 interest, dividends and/or other income received shall be reported separately in the statement.

4 APPROVED AS TO FORM:

5 
6 _____
7 ERIN K. McSHERRY, CITY ATTORNEY

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

FISCAL IMPACT REPORT

General Information:

(Check) Bill: Resolution: _____

Short Title(s): Political Committees and Campaign Spending

Sponsor(s): Councilors Romero-Wirth and Garcia

Reviewing Department(s): City Clerk's Office and the City Attorney's Office

Staff Completing FIR: Marcos Martinez _____ Date: 7/9/21 _____ Phone: x6502

Reviewed by City Attorney:  _____ Date: Jul 16, 2021

Reviewed by Finance Director:  _____ Date: Jul 23, 2021
Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 23, 2021 16:47 MDT)

Summary:

The Bill makes various changes to Section 9-2, the Campaign Code. The changes include:

- 1. Amends the definition of "political committee" to require than an entity has expended \$5,000 or more during a single election, before triggering reporting requirements.**
- 2. Increases the threshold for independently sponsored campaign communications that requires reporting to \$500**
- 3. Creates a provision that requires separate reporting of contributions only after contributions exceed \$25 from a contributor.**
- 4. Strikes the requirements to include specific information regarding contributions and expenditures.**
- 5. Clarifies when a political committee files a statement of organization with the City Clerk.**

Departments Affected:

City Clerk and City Attorney.

Consequences of Not Enacting Legislation:

Failure to establish a threshold for PAC reporting requirements could violate the First Amendment because case law has determined that at low dollar amounts, the informational interests in disclosure are outweighed by the burden reporting imposes on the First Amendment rights of the speakers. Similarly, having a higher threshold for independently sponsored campaign contributions will reduce the reporting requirements for small independent donors.

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

None identified.

Performance and Administrative Implications:

Increasing the reporting threshold for individual contributions and eliminating the requirement for candidates to provide certain information may slightly reduce workload for City Clerk and City Attorney staff.

Fiscal Implications:

There are no fiscal changes associated with this Bill.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ 0 _____	\$ _____	\$ _____				\$ 0 _____

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

Expenditure Narrative:

None identified.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ 0 _____	\$ 0 _____	\$ 0 _____		

Revenue Narrative:

None identified.

Signature: Marcos Martinez
Marcos Martinez (Jul 16, 2021 15:52 MDT)

Email: mdmartinez@santafenm.gov

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

CONSIDERATION OF BILL NO. 2021-16. (Councilor Romero-Wirth and Councilor Garcia) An Ordinance Relating to the Campaign Code; Amending Section 9-2.3 SFCC 1987 to Amend the Definition of a “Political Committee” to Include a Threshold Amount for Reporting Contributions; Amending Section 9-2.6 to Increase the Aggregate Expenditure Amount Requiring Reporting to Five Hundred Dollars and to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements; Amending Section 9-2.7 to Make Necessary Changes Regarding References to a “Political Committee”; and Amending Section 9-2.11 to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee	Review:
Introduced:	06/30/21
Governing Body (Request to Publish):	07/28/21
Finance Committee:	08/02/21
Quality of Life Committee:	08/4/21
Governing Body (Public Hearing): 08/25/21	

FINANCE COMMITTEE ACTION:
Move Bill Forward-No Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

Direction to staff for additional information

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

CONSIDERATION OF BILL NO. 2021-16. (Councilor Romero-Wirth and Councilor Garcia)
 An Ordinance Relating to the Campaign Code; Amending Section 9-2.3 SFCC 1987 to Amend the Definition of a "Political Committee" to Include a Threshold Amount for Reporting Contributions; Amending Section 9-2.6 to Increase the Aggregate Expenditure Amount Requiring Reporting to Five Hundred Dollars and to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements; Amending Section 9-2.7 to Make Necessary Changes Regarding References to a "Political Committee"; and Amending Section 9-2.11 to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Introduced: 06/30/21

Governing Body (Request to Publish): 07/28/21

Finance Committee: 08/02/21

Quality of Life Committee: 08/4/21

Governing Body (Public Hearing): 08/25/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Governing Body

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