City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
SEPTEMBER 08, 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/84891515420?pwd=Y3FNcFYxWktRYUxOeVRneUU1Z0RBZz09. **Passcode: 714647**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

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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**

Councilwoman Villarreal

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

Councilor Garcia

4. **INVOCATION**

Councilor Rivera

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – August 25, 2021

9. **PRESENTATIONS**

   a. Informational Briefing by the U.S. Forest Service on the Santa Fe Mountains Landscape Resiliency Project- Sandy Hurlocker, Santa Fe National Forest Ranger. (Alan Hook, Water Resources Coordinator Asst.: aghook@santafenm.gov; 955-4205) **INFORMATION ONLY**

b. City of Santa Fe Monthly Water Supply and Demand Update. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request for Approval of FY22 Supplemental Police Vehicle Purchase Request in the Total Amount of $228.332.55 for the Vehicles, Equipment, and Labor Cost Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov, 955-5040)

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

b. Request for Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc., in the Total Amount of $5,481,937.15 for 5 Years for Providing Body Worn Cameras, In-Car Cameras, Interview Room Cameras, Less Lethal Taser Devices, Empathy Training Devices, and all Associated Equipment and Software to Manage the Provided Devices. In Addition to the Equipment, Digital Media Evidence Management Cloud Services will be Provided. The Equipment and Services are to Increase Quality and Reliability of Digital Evidence, Efficiency, Accountability, and Officer and Public Safety. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

1) Request for Approval of Budget Amendment Resolution in the Amount of $902,076

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body: 09/08/21

c. Request for Approval to Use Cooperative Agreement #042016-WEX, (Sourcewell, Formerly National Joint Powers Alliance (NJPA) with WEX Bank for the Purchase of Fuel for the Police Department Fleet, in the Total

Estimated Amount of $2,100,000. (Benjamin Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

d. Request for Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $109,484 for the Nutrition Services Incentive Program (NSIP), Term Ending June 30, 2022. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

Committee Review*:*
Finance Committee: 08/30/2021
Quality of Life Committee: 09/01/2021
Governing Body: 09/08/2021

e. Request Approval for Award of Bid Number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C Construction, LLC. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $3,500,000.

Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

f. Request for Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $866,912.20 for the Title III Federal and State Sub-Award Contract, Term Ending June 30, 2022. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

Committee Review:
Finance Committee: 08/30/2021
Quality of Life Committee: 09/01/2021

Governing Body: 09/08/2021

g. Request for Approval of Budget Amendment Resolution (BAR) Amendment to Allocate $4,000,000 for Use of General Fund GRT Revenues Earned in the Prior Year (FY21) Above Budgeted Revenue to Fund the Southside Teen Center Project. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

h. Request for Approval to Award ITB #21/38/B to Low Bidder EMCO of Santa Fe, LLC, for Runway 2 Runway Safety Area (RSA) Grading, in a Total Amount of $396,886.41, Inclusive of New Mexico Gross Receipts Tax. (Mark Baca, Airport Manager: mdcaca@santafenm.gov, 955-2901)

Committee Review:
Finance Committee: 08/30/21
PW/U Committee: 09/07/21
Governing Body: 09/08/21

11. **DISCUSSION/ACTION ITEMS**

a. **Request to Publish Notice of Public Hearing on September 29, 2021.** An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to

Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body (Public Hearing): 09/29/21

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)

Committee Review:
Liquor Hearing: 08/16/2021
Governing Body: 08/25/2021
Governing Body: 09/08/2021

c. **Ratification of the City Manager's Approval of** Airport Coronavirus Response Grant Program (ACRGP) Concessions Relief Addendum Award No. 3-35-0037-056-2021 in the Amount of $30,578 and Approval of the BAR to Budget Grant Funds into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/21

d. **Ratification of the City Manager's Approval of** Airport Rescue Grant Award No. 3-35-0037-057-2021 in the Amount of $2,226,110 and Approval of the BAR to Budget Grant Funds Into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/2021

e. Request for Approval of an Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Governing Body: 09/08/2021

f. Review and Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County for Placement and Maintenance of Election Ballot Drop-Boxes on City of Santa Fe Property. (Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6512 and Kristine Mihelcic, City Clerk and Community Engagement Director, kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Governing Body: 09/08/2021

g. Approval of a Settlement Agreement with AFSCME in PELRB Case #106-20 for an Amount of Seven Hundred Thousand Dollars ($700,000) and Reimbursement of Leave Accruals. (Christopher Ryan, Senior Assistant City Attorney; cwryan@santafenm.gov, 955-6843 and Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

Committee Review:
Governing Body: 09/08/2021

h. Approval of a Mediation Settlement Agreement and Release of Claims with the New Mexico Taxation and Revenue Department in *City of Albuquerque,*

et al. v. New Mexico Taxation & Revenue Dept., D-202-CV-2018-08036 for a Gross Recovery of Two Million, Six-Hundred-Ninety-Five Thousand, Eight Hundred Ninety-One Dollars and Ninety-Three Cents ($2,695,000.93). (Erin K. McSherry, City Attorney; ekmcsherry@santafenmgov, 955-6512)

Committee Review:
Governing Body: 09/08/2021

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

    a. Introduction of Legislation

EVENING SESSION - 7:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

19. **PUBLIC HEARINGS**

    a. CONSIDERATION OF BILL NO. 2021-17. ADOPTION OF ORDINANCE 2021-____. (Mayor Webber)
    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. (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

b. CONSIDERATION OF BILL NO. 2021-18. ADOPTION OF ORDINANCE NO. 2021-____. (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): 08/11/21
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

c. Review and Recommend Approval of Consolidated Annual Performance Evaluation Review (CAPER) on Uses of CDBG Funds for the 2020 - 2021 Program Year, as Required by HUD. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)
Committee Review:
Finance Committee: 08/30/2021
Community Development Commission: 09/01/2021
Quality of Life Committee: 09/01/2021
Public Works and Utilities Committee: 09/07/2021
Govering Body (Public Hearing): 09/08/2021

20. **ADJOURN**

21. **UPCOMING PUBLIC HEARINGS**

a. **UPCOMING PUBLIC HEARINGS**
Meeting Date – September 29, 2021
Publication Date – September 10, 2021

CONSIDERATION OF BILL NO. 2021-20. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman 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 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: 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

CONSIDERATION OF BILL NO. 2021-21. ADOPTION OF ORDINANCE 2021-____. (Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor 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. (Jesse Guillen, Legislative Liaison: jbguillen@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

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.

City of Santa Fe

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City of Santa Fe

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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

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)

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: 08/16/20021
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

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

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: jbguillen@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, ekmcsherry@santafenm.gov)

14. MATTERS FROM THE CITY CLERK

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

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.

Governing Body
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August 25, 2021

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Minutes of the
Regular Meeting of the Governing Body
Wednesday, August 25, 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 25, 2021, at approximately 5:03 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Vigil Coppler.

Councilor Vigil Coppler remembered family of Lorraine Price and the School Board who lost a very valuable public servant. She was at the Junior High when her son attended there. She had a great relationship with the students, always encouraged them to do their best, and had a great empathy and attention for those needing more help and was always giving them much support. All of us loved her and her son did well in her school. She sure will be missed.

Councilor Villarreal also recognized the life and contribution of Lorraine Price. She mentored many of her colleagues and friends. She was a fierce advocate for social and gender justice. She valued Lorraine Price's opinions, based on her values and principles. And gave condolences to the thousands of students she helped throughout the decades.

Councilor Cassutt also recognized the passing of Lorraine Price. She was a principal at SFHS when she was a student there. When introduced she said, "Oh, you are the little sister of Brian Cassutt." It was so nice to meet with her periodically. "She was the Principal assigned to me and she was a stronghold of education in Santa Fe."

Mary Kaczmareck also passed on August 21 from complications of cancer. Mary was one of my “mothers.” Brian (her brother) played baseball with her son. So she and Mary had baseball fields, dance studios, theaters, etc. to enjoy. She had already lost her husband Norm. She was caring, intelligent and a “tough” woman

Mayor Webber said there is no more important service that those on the school board to shape the future of our students. Her service was tireless and thoughtful. So to Lorraine’s family and friends, Mayor Webber sent our thoughts and prayers.

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

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Mr. Marcos Martinez, Senior Assistant City Attorney
Kristine Bustos-Mihelcic, City Clerk
Geralyn Cardenas, Assistant City Clerk
Jennifer Faubion, Council Liaison
Kyra Ochoa, Community Health & Safety Director
Julie Sanchez, Youth & Family Service Division Director
Rich Brown, Community & Economic Development Department Director
Romella Glorioso-Moss, PW Project Administrator
Randy Randall, TSF Executive Director
Anya Alarid, Volunteer Program Manager
Mike Prinz, Assistant City Attorney
Brian Moya, Assistant Fire Chief

Nathan Miller, Wildland Superintendent
Pauline Kamiyama, Arts and Culture Department Director
Jesse Guillen, Legislative Liaison
Joe Abeyta, Host
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Councilor Garcia asked for a clarification on the agenda. He asked which staff member creates the agenda for these meetings.

Ms. Bustos-Mihelcic said Assistant City Clerk, Geralyn Cardenas, is the primary person preparing the agenda.

Councilor Garcia commented that last time, a couple of Councilors had asked that an update on the audit be added to the agenda. But it was not added to the agenda.

Mayor Webber apologized and said Councilor Garcia was out of order. That is not an item for debate.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the agenda as presented.**

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

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

Against: Councilor Garcia.

7. APPROVAL OF CONSENT CALENDAR

Councilor Villarreal pulled item 10(b) for discussion.

Councilor Garcia also pulled item 10(b) and pulled item 10(e) to recuse himself.

MOTION: **Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the Consent Calendar as amended with items 10(b) and (e) 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, as reconvened on August 2, 2021

MOTION: Councilor Garcia moved, seconded by Councilor Cassutt, to approve the Minutes of The Reconvened Governing Body meeting on August 2, 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, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

b. Regular Governing Body Meeting – August 11, 2021

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the minutes of August 11 28, 2021, Governing Body meeting 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. Councilor Romero-Wirth abstained because she was absent from that meeting.

9. PRESENTATIONS

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

Progress Report: Update
Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

Ms. Bustos-Mihelcic read the caption for this presentation. Director Rich Brown, Mr. Noah Berke, and Director Alexandra Ladd were present.

Director Brown thanked the Governing Body for their well wishes and said he was still in recovery.

Director Ladd shared her screen and reviewed the slides for the Midtown project with the Governing Body regarding engaging the public for development planning. The three basic goals were shown again.
1 – Long-Term Develop goals, 2 – Public Policy Financial Goals, and 3 – Community Development Goals. She also reviewed the three phases: 1 – Predevelopment Planning Phases – Concept Phase to create a vision; Planning Phase to create a Plan; Implement the Plan – to replicate the plan for future tracts of land.

Governing Body Resolution 2018-54 approved the Midtown Planning Guidelines. That focused on connectivity for the LINC and Midtown District.

In reaching the goal with those who have been underrepresented in the Concept Phase, she shared a quote from the Residents' Bill of Rights (Resolution 2015-65).

The City procured the UNM Design and Planning Assistance Center (DPAC) with a public engagement approach to collaborate with local community organizations to co-create and implement a robust, inclusive, and fun public engagement process. She commented this is serious stuff with lots of money at stake, but we want it also to be fun at the site and attending events to learn, grow, meet new people, etc.

The Midtown Stipend Program is to compensate valued local organizations and expertise in collaboration with the City. Staff is hearing about other cities approaching public engagement in a similar way to do this important democratic work.

Mr. Hernandez talked about the Workshop Sessions on September 23, 24, 25. Open Public Sessions were in the evenings and in the daytime either in person or on Zoom. The Listening Sessions were to respond to community input and comments. The MEP (Midtown Engagement Partners) and DPAC events will be documented by whoever is facilitating and come to the City

to inform the develop plans. He showed a timeline that he said was also shown on their website.

Michaele Pride introduced herself and the team who are engaging students to work on projects. This is the 53rd year of the Community Design Center at UNM. They are reaching into the various communities in Santa Fe and the second goal is to build a sustainable model for this type of community engagement.

She shared the demographics - 2/3 were not poor; 2/3 were over 55. 2/3 were white / 2/3 had participated in 2018 engagement activities.

She showed a slide on an increasing impact on the decision - from the International Association for Public Participation in June 2019. From Informing to empowering the decision-making.

She highlighted promising practices of cultural humility, collaboration, and partnership with local expertise; creating a space and leadership structures; activities created or centered in local culture; and others. She briefly described each of the components of the engagement program.

Drop Ins are held on Thursdays as a 2- hour lunch and Thursday evenings starting later in September. Partners are Chainbreaker, Earth Care, Littleglobe, Santa Fe Art Institute and YouthWorks. She had a representative from each to identify their organization. Tomas Rivera did Chainbreaker, Mary Anesta from Earth Care, Dylan from Littleglobe artists, Jamie Blosser, Santa Fe Arts Institute, Melynn Schuyler from YouthWorks and a representative from Santa Fe Ats Institute.

Ms. Pride said it was an honor to work with these partners and grateful for the opportunity to work together.

She briefly described the MAP activities which were created or centered in local culture. Open Call will launch next week as a proposal due in mid-September and activities through October. It is available for all local nonprofit organizations. Voices @ Midtown is a series of community conversations and workshops starting on Thursday evenings beginning September 9, 2021, using four pillars: economy, environment, equity, and culture. She noted the MAP Schedule if tentative.

Councilor Cassutt was confused with the timeline with activities still occurring while the Governing Body was considering approval of the Resolution.

Mr. Hernandez said they will make sure the activities include a variety of things. It is iterative over the next few months to make sure the loop gets closed with feedback from all partners.

Director Ladd explained the Resolution is to start the General Plan Amendment process. That will be the implementation tool and there are many steps to undergo before getting to the rezoning and the plan amendment.

Councilor Cassutt understood that it won't be rezoning by parcel.

Director Ladd agreed.

Mr. Berke added that this is the vision and uses we see for the property and the GPA is needed to enable a path forward. It sets up a framework for the process and the Master Plan will show that.

Ms. Pride said a lot of community members and partners are nervous about the timeline with the obstacles in getting with the public. We will all be looking for any red flags that arise. We don't want rezoning to exclude anything in the progress. A zoning change is needed for most anything to happen.

Mr. Hernandez clarified that the Midtown work is still meeting the timeline although it is not linear. Rezoning is part of the Master Plan.

Councilor Cassutt appreciated that. We need to move this along and find the balance to move it. A lot of us are eager for things to happen. It will continue to be a discussion. We do need to move on it out of many conversations. So the engagement activities are happening with a calendar of events laid out for September and October, but she asked if other groups will be coming in and plan events in October.

Ms. Pride agreed. We are really committed to this co-creation while also building relationships. It takes time for confidence in the veracity of the program going forward. Although she worries about it, she knew they were working at the pace that is right for this project.

Ms. Schuyler added that the partners bring to the table their strengths and their populations and merging strengths together instead of just forming their own small workstations. She hoped the Delta Variant will not prevent them from being on the campus to work together.

Mr. Rivera said at Chainbreaker, they are a civil rights organization and not a housing organization. They address housing as a legal issue. They see it

as a healing process in the need to work together and break down the gentrification. that is an important step in preserving the rights of all.

Councilor Cassutt asked if the events can be virtual.

Ms. Pride agreed. It absolutely is and Spanish language speakers will have equal access, and all will be recorded, and the feedback will be considered and be incorporated in the findings and recommendations. Spanish should not be a transcription a week later.

Councilor Villarreal thanked Rich Brown for being with the Governing Body and hoped he didn't have to be on Zoom all the time. It is helpful to see and hear everyone. She was frustrated with utilizing the same processes to expect different results. She has complete confidence in DPAC and local partners. It works differently when in a pandemic.

She asked Ms. Pride about the next plans for community engagement. The calendar doesn't give much time for vetting. Who will be reviewing the proposals for community activities?

Ms. Pride said they meet at least weekly, like an advisory committee to review applications, and reviewers outside of the MAP group might be included in the process. They identify the gaps so it is not just drivers of activities but shaping all of this and will be co-analyzing the data to offer recommendations on them. We are exploring "advice and consent" and it goes out to everyone for review and feedback and want to continue that process from beginning to end. They are also authoring some strategies.

Councilor Villarreal asked if the proposals coming in for local organizations.

Ms. Pride said the reviewers are already on it, receiving stipends. They will reach out for others. They are aware of any conflict of interest – overlapping interest.

Councilor Villarreal asked if that was led by DPAC.

Ms. Pride agreed. Director Ladd came up with the City sponsorship program and we developed it.

Councilor Villarreal asked how we let people know about the Drop-ins and be proactive to get people there.

Ms. Pride said they use all their current channels and partners, and those who have been contacted over the last few months to share with their contacts. Direct email, digital newsletters, the website, and social media accounts are all used. Among others are a bike giveaway, community fair

at Midtown, etc. We are doing things people want to go to and overlapping with specifics about development are tagged on. It is a consistent offering at Midtown every other Thursday now.

Councilor Villarreal asked who developed the flyer.

Ms. Pride said Emily did that.

Councilor Villarreal noticed on the schedule an Opticos workshop on September 25 and asked what they will be doing during those days and what workshops relate to what the partners are planning.

Mr. Hernandez clarified that workshops are in the Opticos contract. But also MEC and the role for the time along with DPAC.

Councilor Villarreal pointed out that the Opticos role is very specific, and she didn't see how they have the tools to make their engagement successful. She asked what they will be talking about.

Mr. Hernandez said they are developing a series to diversify that is not completed yet.

Councilor Villarreal would like to know how those workshops tie in with the community engagement and if the Community Partners are asking the same questions being asked by Opticos. If there is no connection between what they are saying and what Community Partners are saying, it doesn't make any sense.

Mr. Hernandez commented that it is one among many and all are part of the public process. How we better intersect is in the September planning. Documents are circulating right now, and we will synthesize it. All of that is underway right now.

Councilor Villarreal still didn't know where Opticos fits in and wanted it more connected with Community Partners. She wanted to be clear what the resolution in October means – not creating a specific design but a framework. When the Governing Body goes through that, she wanted to make sure it doesn't go through something we have not used before and that it won't prevent us from using other models.

Mr. Hernandez observed that ownership of land is not a zoning issue. All it does is set the framework of the land. The Governing Body will direct Staff to put a zoning resolution together and it won't be the final plan which will come back in February. There will be opportunity for more iterations. And will have the five things shared at a previous meeting.

Mr. Berke agreed with Mr. Hernandez who summed it up very well. Ownership is not affected by the October Resolution, which just gives direction to Staff on working toward the General Plan Amendment.

Councilor Vigil Coppler was told that the Listening Sessions were not posted on the Midtown District Website. They are not posted on a permanent place on the City's website so maybe it is missing to a lot of people. She asked if there was a reason for that omission.

Mr. Hernandez said they are tightening up things and have a communications meeting on Thursday with DPAC and he will make sure it is posted as broadly as possible.

Councilor Vigil Coppler explained her issue here was that we have a specific site for Midtown events and if we are not using those websites that were created for that purpose, we are missing an opportunity to communicate with the public. It is a no-brainer and perhaps you can start loading the report on the website. If we are not getting a newsletter, there is not much else. The public goes to those sites regularly for information.

Regarding brainstorming and the map that resulted from the evening session, she was really interested in that portion of what is happening with this project. What she really wanted to hear was what the public has to say in more detail. She was still very curious to know how much we are spending on this project. She did ask for that in a Council meeting months ago. So what are we spending? She would like to see that in the next report and a way for the public to find what we are doing and what data has been gleaned from the listening sessions. That would be very helpful.

Mayor Webber announced to say it was 6:50 and it was good to hear from the team, Mr. Hernandez and Director Brown can provide more information next time that was requested here.

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 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

DISCUSSED

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)

Ms. Bustos-Mihelcic read the caption for this case. She is available for this item.

Disclosures

Councilor Lindell said she needed to disclose she attended a meeting this summer when the applicant was present and from many people from the community were also present. But she felt she could hear this matter in a fair and just way. So she was not recusing herself.

Councilor Romero-Wirth disclosed she received communications from Terry Smith and Susan Monroe, and she believed the entire Governing Body also received it. She forwarded that email to the City Attorney's Office for a response and did not feel that would disqualify her from hearing this matter. Maybe we should talk about the process because we have not done this before in referring it to a Hearing Officer.

Discussion on Procedure

Councilor-Wirth asked for Ms. McSherry to outline the process. It is quasi-judicial for our role and how we will do this. Do we hear from the City Attorney or the applicant? What are the steps?

Ms. McSherry said the Governing Body has approved some of these on consent before. The ordinance of the City does delegate the responsibility of having evidentiary hearings with a Hearing Officer and directs the City

Clerk to implement the outcome. When the Governing Body pulls it off consent, the Governing Body is not able to hear additional information. If it is not approved, the Governing Body must state the reasons for disapproval. This must be reported to the State Alcohol and Beverage Control Division (ABC), and they would have to review those reasons and determine if they were sufficient to overcome the burden of proof submitted.

The assumption is that if the State approves the initial request, there must be evidence – a prima facie determination whether the serving of alcohol is permitted or in violation of a zoning ordinance of the Governing Body, or if there was evidence that approval would be detrimental to public health, safety, or morals. Those are the three options if the Governing Body decided to not approve it.

Councilor Romero-Wirth understood if the Governing Body were to cite one of those reasons, we can only use evidence from the record.

Ms. McSherry agreed. The Hearing Officer reports and all that is attached in the packet is the only evidence. If the Governing Body does approve it, there would be no need to cite evidence. It is much more important if you decide not to approve.

Ms. McSherry added that the Governing Body is limited to those three criteria in the record and will not hear additional testimony. We could address technical questions but there is no presentation on the record.

Mayor Webber reasons we will not hear testimony or a presentation from outside parties. It is the Recommendation of the Hearing Officer's report and the letters in the packet and any questions would be directed to Ms. McSherry or Ms. Bustos-Mihelcic.

Ms. Bustos-Mihelcic clarified that the State ABC Division does hold a public hearing and their results are in the packet and the other public hearing was held on August 16 with the Hearing Officer. So there were two opportunities for the public to testify.

Councilor Romero-Wirth asked if the City Attorney could describe for the public our role in the quasi-judicial process and then as a point of order, noted that all the other like cases were approved by consent. This is the first one pulled off consent for consideration. So she was not sure if a motion at the beginning is appropriate. She asked for guidance.

Ms. McSherry referenced Section 4.4.3 of the City Code which was the process outlined in the Code for quasi-judicial cases.

In terms of where we are now, we are post presentation by applicant, Staff, Counsel, and public testimony. We are at deliberations of the Governing Body so a motion would be in order once the procedural questions have been addressed.

Councilor Garcia asked then if there was no way to allow for public comment. “Does anything in the Code allow for it?”

Ms. McSherry said no. That was reserved for the Hearing Officer. She added that there have already been two public hearings and the Hearing Officer made a report to the Governing Body so there is not another public hearing. And if there were, the State ABC would have to deliberate again. The Governing Body is in a fact-finding role and not a policymaking role. The decision cannot be based on a policy-making basis.

Mayor Webber was not entirely sure what our jurisdictional authority was in this matter. He asked what weight the Governing Body has since our recommendation goes back to the State. How much would be required to overturn or modify their recommendation?

Ms. McSherry explained that their recommendation was provisional. If the Governing Body identified substantial evidence against it, the State would consider it, but they don’t have to agree with us. The evidence would be only on public heath, safety, or morals that was identified from the record.

Mayor Webber reasoned the ultimate authority is with the State.

Ms. McSherry agreed, and we could consider if it is appealable.

Councilor Romero-Wirth saw that the Hearing Officer recommended approval with conditions. One was on page six of the Findings of Fact in a footnote, requiring a new review by the Traffic Division. So if the Governing Body approves it and the Traffic Engineer says there is impact, she asked if the assessment of the Traffic Engineer could change the path of the transfer.

Ms. McSherry said it was not clear what that intention was and that would not impact the Governing Body’s decision.

Councilor Villarreal did not understand Councilor Romero-Wirth’s point and Ms. McSherry’s answer did not make sense to her.

Ms. McSherry said it was not clear what the intent of the Traffic Engineer was, but it would not impact the decision of the Governing Body.

Councilor Romero-Wirth presumed that footnote was not part of the record.

Ms. McSherry said no. It is part of the record.

Councilor Romero-Wirth concluded that the Traffic Engineer's opinion is not part of our consideration.

Ms. McSherry said the Governing Body must take it at face value and could remand it to the Engineer for further review.

Councilor Romero-Wirth said the other option is to decide it as part of our evidence. If we didn't want the transfer to happen, that could be cited for not having the information needed regarding safety.

Ms. McSherry- advised against that as the primary reason.

Councilor Romero-Wirth understood.

Councilor Villarreal said it was hard to understand the process because this is new to us, and we cannot ask questions of the Hearing Officer or the applicant or have community members clarify their comments. It is all frustrating and confusing when the applicant reaches out to ask us to approve it.

Based on the public comment that was added gave her pause for a few reasons and what the Hearing Officer said about the Traffic Engineer review. There was not an alternative to traffic flow. That was not considered. What do we do about that?

Ms. Bustos-Mihelcic pointed out that in the application submitted to the State, because this is in existing building already zoned properly, it was not reviewed. Pages 8 and 13 are just the layout of the building so the traffic flow was not reviewed. But in the application, the Traffic Engineer going the review is no longer with the City. The actual access point is not taken into consideration in the transfer.

Councilor Villarreal asked how Land Use is involved.

Ms. McSherry suggested traffic flow might be a red herring; it is not a condition of approval. But to that point, there is a Land Use review, and it was already part of the review in the packet.

Councilor Villarreal asked where the permit goes and if any other department would get involved down the road.

Ms. Bustos-Mihelcic clarified the participation by departments was done prior to this for the application to the State. In this case, it is located in the

BCD so on-site parking was reviewed and, in this case, the participation is to the business, but not to the alcohol issue. The restaurant on Agua Fria Street was addressed for land use. It is an appropriate use on this property.

Mayor Webber asked if there is any other land use consideration to happen after the transfer.

Ms. McSherry said the City Clerk's response was to ABC, and they would likely review substantial evidence with the Governing Body if not agreeing with it. The only other thing would be a building permit. There was no requirement for an automatic review by Land Use.

Councilor Villarreal understood. The other question that came up, based on some comments, was that the owner was already moving into the building before the liquor permit was approved.

Ms. McSherry said that was not in the record and she had no knowledge of that so she could not testify to that.

Councilor Villarreal said that was in an attachment and was added at the end to the packet material. Do we allow people to already move into a building before their liquor license is approved?

Ms. McSherry said we do not have jurisdiction since they own the building. She did not know there was a reference to that in the packet.

Ms. Bustos-Mihelcic said a requirement for the permit was to have at least an executed lease to submit an application and that was satisfied already.

Councilor Villarreal said that gave her pause with all the factors being weighed. Based on the comments received, we know the business was respectable and had a good record in the previous location.

But as Councilors, we need to look at it holistically for this particular location. To her, access issues were safety issues, as was truck delivery in this very narrow place. It is a safety problem for their business but also for the residents that have been there for a while.

The former liquor store was at Agua Fria and Juanita and was then a vacant lot. It is something she normally could ask the applicant but can't here. She did not agree with the safety aspect. The process is flawed because the Governing Body cannot get the information needed to make a proper decision or to address the issues from the community. She wanted the business to have a safe place to operate their business. She had no other questions because no one can answer them.

Councilor Garcia was concerned why the Hearing Officer would include that condition. He asked if it would be possible to postpone for a new hearing with the Traffic Engineer.

Mayor Webber surmised Councilor Garcia was asking if that footnote could trigger another hearing.

Ms. McSherry said it would not be a new hearing, but you could ask him to get that information and consider if it was relevant and significant. She was not sure that it was because the City is not limiting access to this property. Changing from one entrance to another was not part of the jurisdiction of this hearing or review.

Councilor Garcia believed we should take that evidence into consideration.

Ms. McSherry didn't know if we could meet the deadline with that delay. All of it would need to be done before September 15 (30 days from August 16).

Councilor Garcia had no other questions.

Councilor Romero-Wirth thanked Ms. McSherry for clarifying what she was going to read to the Governing Body that if we remanded it beyond the 30 days, the State could approve it without the Governing Body approval. So if we didn't want to approve it, maybe we should not remand, not acting before the State acts. We would need to come up with substantial evidence and see what happens.

Other Discussion by the Governing Body

Councilor Romero-Wirth had questions on other things.

Mayor Webber thought clarifying questions were appropriate.

Councilor Romero-Wirth reiterated what Councilor Villarreal said. It is a respected business. She has been there herself. She wanted to see them find a new home and was sorry they were ousted from their old location. But there are things that gave her pause. The business is a valuable one and can be located in this district.

She reiterated that the Governing Body can only oppose the transfer for one of three reasons, and two of the reasons are not appropriate. The only reason left is as a detriment to the public health safety, or morals of the people in that district. So safety is the only reason. There are people talking about narrow streets and lack of sidewalks.

The map shows some vacant land behind. She asked if the Governing Body should assume that is where the parking will be located.

Ms. McSherry said it really needs to be based on this business there.

Councilor Romero-Wirth noted the Traffic Engineer predicted 40-60 cars coming to this business with narrow streets and only one driveway for ingress and egress. That is a safety issue, isn't it?

It doesn't matter whose business was there. She didn't see where they were going to park. Does the record show where it will be? Can anyone answer that question?

Ms. Bustos-Mihelcic clarified the applicant did provide a supplement on that. It was noted the parking would be behind the building and in the public hearing it was noted there are a limited number of individuals in the building at any one time.

They also anticipate a reduction of business, according to the information they supplied.

Councilor Romero-Wirth said if the Traffic Engineer had said there was a traffic issue here, what would it have done to the application or would the Hearing Officer deal with that evidence in his recommendation?

Ms. McSherry said the Hearing Officer recommendation is based on what he had as evidence so the Governing Body can deal with it.

Councilor Romero-Wirth reasoned that the Governing Body could disagree with the Traffic Engineer's opinion. 40-60 cars are a lot of cars.

Ms. McSherry said it could if it was based on the evidence and not on personal opinion.

Councilor Cassutt felt they were struggling with this part of the conversation. Regardless of the type of business, these conditions exist and anything in the BCD would be zoned for this. We seem to be considering this only because alcohol is involved. Otherwise, we would not be seeing this.

Ms. McSherry agreed.

Councilor Cassutt didn't know that the Governing Body had a leg to stand on with this basis for denial. She read the footnote again and asked if anyone had directed the Traffic Division to review it again and if that had been done before it came to the Governing Body.

Ms. McSherry pointed out it is not clear what the purpose would be if the Governing Body accepted the recommendation for approval.

Councilor Cassutt interpreted that should already have happened when it came to the Governing Body. It sounds like there was no mechanism for that to happen.

Mayor Webber thought he read that the applicant's decision to relocate the principal access was to try to address the neighbors' concern. And as such, it was not a condition of approval but as a goodwill gesture.

Councilor Cassutt agreed.

Ms. Bustos-Mihelcic clarified the access location is not part of the application process, and this is an appropriate location for the business. The applicant did take those concerns into consideration. They were not conditions of approval but to help with traffic flow. It was noted in the public hearing and just assumed that the adjusted access point would be used. It is also in the Findings of Fact and Conclusions of Law.

Mayor Webber reasoned that explains the time lag.

Councilor Cassutt wanted to set aside the alcohol issue. This is a business that can locate in the BCD. The Land Use Code does have parking requirements to be reviewed and asked if those requirements look at traffic impacts.

Ms. McSherry said they are in the Code and all applicants must comply with them.

Mayor Webber pointed out if it is zoned appropriately and meets the zoning code, he was not sure the Governing Body would even hear it.

Ms. McSherry did not think so.

Councilor Cassutt pointed out that with delivery trucks and cars coming in out of the business, an increase of traffic volume is another issue with any other business application.

Ms. McSherry said the question is whether the Governing Body would consider it. There could be an analysis of traffic. We are just considering it too broadly.

Councilor Cassutt reasoned that it would not come to our attention if was not a liquor business.

Councilor Lindell said it is a liquor license transfer, and from her experience, she recalled instances where the Governing Body had voted no on a liquor license and the State voted yes - just to let you know it has happened before.

She referred to the first attachment which was 16 pages of 271 pages. On the top of page 16, it says City of Santa Fe Liquor Request, Supplemental Information and it is John Romero, Traffic Engineer. Then at page 17 at the bottom, you will see it is for City use only, and it is signed by some other person because John Romero was not working here on July 14.

Then she went back to the Findings of Fact at the top of page 6, #7, “Here, as in Woodward, the City Traffic Engineer, this whole time that this application will not result in unacceptable traffic impacts.” So she didn’t see that a traffic engineer opined anything on this.

Ms. McSherry said she had no personal knowledge of who signed it or who submitted it, but it was her general understanding.

Ms. Bustos-Mihelcic said the traffic engineer who signed it is no longer with the City of Santa Fe. She believed he was a traffic engineer but was not certain.

Councilor Lindell then went to #15 on that same page, which was talking about no differential impact on traffic conditions between operation of a business with a liquor license and one without a liquor license. She didn’t think the Governing Body had any disagreement about that.

Councilor Lindell explained she was on page 6 of 8 in the Hearing Officer’s report. In the memo, she never saw anything from a Traffic engineer that was based on any data. It was just a signed document under the authority of John Romero, who wasn’t working at the City at that time. She would not expect the Hearing Officer to know John Romero was no longer with the City. She was not being at all critical of the Hearing Officer.

Toward the bottom of that same page (6 of 8), #2 of the Findings of Fact she read that the Hearing Office accepted that Finding that approval would not create unacceptable traffic impacts. But there was no report from a Traffic Engineer in the packet.

And at the bottom of that page, footnote #3 gave her heartburn with a conditional approval that the Governing Body cannot implement as conditional.

Later the Applicant acknowledged regarding ingress/egress, that they changed that location. But they could also change their mind next week.

They could go back to using Romero Street. Nothing in here would let us know that would happen. And on page 7 of 8, under conditions of approval, she didn't know how the Governing Body could make a conditional approval happen. Then would we not have an approval? If we cannot make a conditional approval, where does that leave us? This is not easy. We have no ability to make that conditional approval. It says "the Applicant shall seek Traffic Engineering Division Director's review of the relocated access. We have no way of doing that. So, if we cannot make that a condition for approval, where does that leave it?

Ms. McSherry considered the condition to be part of the overall Hearing Officer recommendation to the Governing Body. It is the Hearing Officer's recommendation of approval, not the Governing Body recommendation of approval.

Councilor Cassutt reasoned that we would essentially recommend approval to the State as recommended by the Hearing Officer and the State could deal with the condition or not.

Ms. McSherry did not anticipate the State would enforce the condition.

Councilor Cassutt noted the Governing Body will meet on September 8, so it is possible for the review to be done.

Ms. Bustos-Mihelcic noted under actual conditions of approval, it says a review by traffic, but no report is required, and we do not have a traffic engineer at this time.

Councilor Cassutt understood but pointed out the City does have a contract with a traffic engineer.

Ms. Bustos-Mihelcic agreed.

Councilor Romero-Wirth commented on the Findings, page 5 looking at the Woodward case by the Supreme Court (#6), she differentiated this case from the Woodward case.

Ms. McSherry noted it became more of a land use issue and is like #15 on page 6.

Councilor Romero-Wirth agreed. There will be times when people go to the liquor store and will be times when they are bunched up. It is too bad the City has no traffic engineer to evaluate this.

Mayor Webber thought the State would stick with their decision.

Councilor Romero-Wirth referred to page 3, footnote 2 - She pointed out that the Applicant changed the access point, and all the opposition was when they had Romero Street as the access point.

Ms. Bustos-Mihelcic noted there was no review done on a specific access point. It was not identified in the application. There was actually no review of an access point, and none is required. The alternate was introduced to accommodate the neighbors.

Councilor Romero-Wirth concluded the traffic engineer reviewed a general access point.

Ms. McSherry reminded the Governing Body that we are not limiting access because we have no authority to do that. None of that is part of this analysis. It was part of testimony and response but those cannot be conditions of approval.

Councilor Romero-Wirth reasoned then the Hearing Officer could not have made that as a condition of approval - not on traffic options.

She thought the Governing Body should remand this to the Hearing Officer and ask for more traffic information and request the Hearing Officer to ask the applicant for data on when people buy their liquor throughout the day.

Mayor Webber summarized the discussion and was open to a motion.

Ms. McSherry suggested that to remand is to ask the Hearing Officer to update the report.

Councilor Romero-Wirth added to the other point that the Hearing Officer and the Applicant are not going to commit to one access or two but could do what they wanted.

Ms. McSherry pointed out that they are under oath to speak the truth.

Councilor Romero-Wirth heard that the Governing Body would remand it to the Hearing Officer to find out the business model of the liquor business and hear more on the traffic issues and then have it come back in two weeks to the Governing Body meeting.

Ms. McSherry did not want to hear from the Applicant or from the public but to get an updated report.

Councilor Romero-Wirth agreed.

Mayor Webber thought that could complicate meeting the deadline.

Councilor Romero-Wirth suggested if the Governing Body cannot get the information in two weeks, we are limited to an updated report and must ask what that would do for us. She asked if it was worth it.

Mayor Webber felt she was asking all the right questions.

Councilor Cassutt pointed out that other businesses could also generate increased traffic flow at certain times of the day, and it would not be worth the delay.

Councilor Romero-Wirth said if the traffic information would not do anything for us, maybe we should not remand it.

Action of the Governing Body

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to remand this to the Hearing Officer for a traffic ~~study~~ report and consider it in two weeks (at the September 8 2021 Governing Body meeting).

Ms. Bustos-Mihelcic asked to clarify that it is the traffic report submitted by the Applicant as confirmed by the Traffic Engineer Division Director.

Councilor Romero-Wirth decided to use the language in the Findings of Fact on page 6, in footnote #3 - Moved to get a new review by the Traffic Engineering Division and have it brought back in two weeks to the Governing Body.

We want a new review by the Traffic Division as the Hearing Officer suggested in his condition of approval.

Mayor Webber asked if she was withdrawing her prior motion.

Motion Withdrawn

Councilor Romero-Wirth withdrew her motion and Councilor Villarreal agreed to withdraw her second.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to remand this transfer back to the Hearing Officer for a new traffic review by the Traffic Engineering Division and ask the Hearing Officer to update his report and any

recommendations he may have on that new information and bring it to the Governing Body in two weeks.

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

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

Against: Councilor Abeyta and Councilor Rivera.

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

DISCUSSED

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: 08/16/20021
Quality of Life Committee: 08/18/2021
Governing Body: 08/25/2021

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

Councilor Garcia recused himself from this item and left the room.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the MOA with Presbyterian Medical Services as presented.**

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

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

Against: None. Councilor Garcia was not present for the vote.

Councilor Garcia returned to the bench after the vote.

f. CONSIDERATION OF RESOLUTION NO. 2021-47. (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

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

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: jbguillen@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

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

Superintendent Miller presented this item and Assistant Fire Chief Moya was also present.

Superintendent Miller reported that in May 2018, the Santa Fe Fire Department, Wildland Division, was awarded a fuel reduction contract from the State of New Mexico Energy, Minerals and Natural Resources Department to conduct a fire reduction on 150 acres located in the Aztec Springs region to reduce fire risks there. It was granted because current conditions posed a fire risk for the City of Santa Fe and surrounding communities near that area. The Governing Body approved the original project in July 2018.

The proposed modification is to extend the length of the project from April 15, 2021, to December 31, 2021 to allow more time to complete the clearing of the remaining 49 acres of the150 acres. The amount of the original contract will remain the same with no increase in cost.

MOTION: **Councilor Abeyta moved, seconded by Councilor Rivera, to approve the extension 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.

AMENDMENT OF AGENDA

MOTION: **Councilor Rivera moved, seconded by Councilor Villarreal, to amend the agenda by going next to Petitions from the Floor, finish the Evening Session business, and then return to the remaining business in the Afternoon Session.**

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.

17. **PETITIONS FROM THE FLOOR**

Stefanie Beninato went back to the Hearing Officer's recommendation. She hoped the City can revise the liquor ordinance and the appeals ordinance because she believed it unduly limits the Governing Body. It is the same with short-term rentals ordinance.

She wondered why she had not heard from Ms. McSherry about the violation of the court order from 2004 on the segregation of administrative records having to do with her. There were about 60 pages of segregated records. She understood there was an investigation of Liz Roybal for perjury and concerns from the Human Rights Commission. And she heard recently that Ms. Roybal went AWOL and there needs to be an investigation. Apparently, Ms. Roybal had testified that she was going to the BC4(??) and that she went once a day to Salvador Perez between 2016 and 2018 but apparently was not there and she should not be paid when she was not there. She compared to a police officer who was doing that.

Ms. Beninato said she was totally against the underground pedestrian tunnel that would cost over a million dollars. She was in favor of changing the lights for a pedestrians-only cycle to them to cross the street. In the tunnel there would be needles and trash and men camping out. That way women would not be assaulted in the tunnel.

There were no other petitions from the Floor.

RECESS

Mayor Webber declared a brief recess at 8:30 pm until 9:15 pm.

The Governing Body reconvened at 9:15 p.m.

SECOND AMENDMENT OF THE AGENDA

MOTION: **Councilor Garcia moved, seconded by Councilor Romero-Wirth, to amend the agenda moving the executive session to the end of the agenda.**

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

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

Against: None.

EVENING SESSION - 8:30 P.M.

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

Members Excused
None

17. **PETITIONS FROM THE FLOOR**

Petitions were heard earlier in the meeting.

AFTERNOON SESSION CONTINUED

12. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill gave a brief update on vaccinations and testing of the City workforce. As of 7 am, the City Staff members are at 67% vaccinated. And more are getting vaccinated every day. The challenge is for those who are testing instead. There are just under 400 who need to test. As of next Wednesday the City will be giving verbal reminders. Over 2,000 tests were administered for those not willing to be vaccinated.

Given the gravity and complexity of everything, that, in the context in two weeks, to have come this far, is impressive. Many are stepping up to do their share to keep our City safe. The public schools are doing well in this two week period. The hospitals are getting close to triage care, and the City Manager will share the numbers with the Governing Body as they change. She is open to new ways to deal with it. The targeted communications are working.

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, PELRB Case #106-20. (Erin K. McSherry, City Attorney; 955-6512, ekmcsherry@santafenm.gov)

This Agenda item was moved to the end of the agenda.

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

Ms. Bustos-Mihelcic read the caption for this case and named the appointee for Chair.

MOTION: **Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the nomination for Veterans' Advisory Board Chair 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.

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

Ms. Bustos-Mihelcic read the caption for these appointments to the Arts Commission and named the nominees.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve these nominees to the Arts Commission 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.

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 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

Ms. Bustos-Mihelcic read the caption for this Public Hearing.

Mr. Marcos Martinez was present.

Councilor Romero-Wirth asked that Jim Harrington be admitted as an expert on this hearing.

Staff Presentation

Mr. Martinez reviewed some of the highlights of the proposed ordinance. The purpose of the changes was to reduce the regulation imposed on those who contributed to campaigns. The biggest was a threshold of $5,000 to qualify as a PAC. With rigorous reporting requirements, that is in line with state and federal law. The next was to increase aggregate expenses to $500 in gifts. So no reports of contributions less than that were required. There has been some challenge to the City's threshold. Next was that separate contributions were not reportable if less than $25. He added that there were a few other minor changes.

Public Comment

Stefanie Beninato was unmuted and pointed out that this is parallel to changes in the State Law and she definitely thought PACs should be required to report. She thought $5,000 was a lot. And an aggregate less than $25 were good changes.

Mr. Jim Harrington, State Chair of Common Cause New Mexico said he strongly supported this change to avoid constitutional changes. He noted this was challenged by the Rio Grande Foundation. The bill was put to ECRB to remedy the problems with current policy and would stand a chance to be sustained in court. So Common Cause does support it.

There were no other public comments and Mayor Webber closed the public hearing portion.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve Bill No. 2021-16 regarding the campaign code as presented.

Discussion on the Motion:

Councilor Villarreal thanked Mr. Harrington for his comments to explain when it came up and went to court.

She noticed the term "PAC" was also called "Political Committee." She asked if that should say "Political Action Committee."

Mr. Martinez explained that the State calls it a Political Committee. In federal law the nomenclature is PAC. In this legislation is called Political Committee to correspond with the State Law.

Councilor Villarreal - do we need to clarify that either term is the same.

Mr. Martinez agreed it could be included.

Councilor Villarreal commented that the general public uses PAC so maybe we should have that in a definition section. She didn't know if that needs an amendment.

Mr. Harrington didn't see a problem. It refers to independent spenders and he did not think the term "Political Committee" would make a difference. It would require a change in several places. There really isn't confusion here.

Councilor Villarreal left it up to the attorney for clarification.

She referred to line 4 of page 6 which had a and b and the language was about expense of $5000 or more. She asked if that meant they are not considered PACs if they spend less than $5,000.

Mr. Martinez explained that in the present code there is no threshold and that is a problem. So there does need to be a minimum expenditure and is why we recommended $5,000.

Mr. Harrington added that that amount is the trigger for the filing of a statement of organization and must name the treasurer. The Rio Grande Foundation does not have the same purpose and is covered in another section that applies to any person and any person contributing $500 or more would still be required to report.

Councilor Villarreal thank them for that clarification. She asked about a person who contributed $25 or more to the PAC.

Mr. Martinez said that is an individual contribution. The $25 amount is for independent expenditures under the code as stated on page 7, line 11. This is one of the complaints the Rio Grande Foundation has continued to make in the current Santa Fe City Code. In theory, that could impose a burden on persons making a very small contribution so at $25, the person needs to be identified.

AMENDMENT TO THE MOTION

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to amend the motion to correct formatting on advice of the City Attorney's Office on page 12, line 11 subparagraph9, which should be labeled B and renumber succeeding paragraphs accordingly.**

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.

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.

Councilor Villarreal asked to be listed as a cosponsor.

14. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic had nothing to communicate at this time.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Villarreal asked the City Manager to give the Governing Body an update on the American Rescue Plan. He had heard the plan was in the works and asked when it was expected to come to committees or Governing Body.

Manager LaPan Hill didn't have a date but shared that at the last meeting, were told they are awaiting Treasury's okay and there were documents available tonight. She has started the process to bring on the consultants who helped with the CARES Act money. Once we have the Treasury information, it will go to Finance Committee and then to the Governing Body. She said the outreach has not been addressed yet.

Councilor Villarreal requested an update on Community Outreach Plan for rolling out ranked choice voting. The voters need a refresher.

Ms. Bustos-Mihelcic had that information and agreed to send it by email to the Councilors.

Councilor Villarreal asked if the City will be doing drop box voting locations or if it was too late. Those are spearheaded by County Clerk. She asked when an MOU will be done.

Ms. Bustos-Mihelcic said the City was notified and the County Clerk is analyzing that and sending an MOU to the City Attorney. One drop box location is at the Rodeo grounds, another at the Southside Library and a third near the Federal post boxes and possibly one at the downtown library.

Councilor Villarreal wondered why that comes to the Governing Body. She thought the County Clerk just decided that.

Ms. McSherry clarified there is a specific type of MOU just for the City Clerk and that is the type to be used. But she will have it on the September 8 agenda to reflect any changes to their original notification.

Councilor Villarreal assumed there is enough time absentee ballots for voters.

Councilor Rivera had nothing this evening.

Councilor Cassutt gave a big happy birthday to her son who turned three yesterday. It has been a joy. They celebrated it on Sunday at Fort Marcy, and it was a wonderful place to have him, and his friends get together there.

Councilor Vigil Coppler asked Manager LaPan Hill if the City is meeting the audit deadline.

Manager LaPan Hill said we are and there be a presentation at the next Governing Body meeting.

Councilor Vigil Coppler was interested in attending the exit conference and wanted to be notified of it.

Councilor Lindell had nothing tonight.

Councilor Garcia asked how a Councilor requests an item to be on the agenda.

Ms. McSherry said the City Manager is in charge of that. So provide a document, typically a resolution to her office.

Councilor Garcia clarified he was not necessarily thinking of a resolution for action, but a topic for conversation like safety of our community.

Ms. McSherry said he certainly can ask.

Councilor Garcia said he has asked three times before and you (City Attorney) confirmed, and it is up to the City Manager to put on the agenda.

He asked Ms. Bustos-Mihelcic about contracting for our elections. Are we contracting for this election?

Ms. Bustos-Mihelcic said the short answer is that no one is under contract. But PK Advertising does the marketing to help this year. They were the firm brought on for the education when rank choice voting was begun.

Councilor Garcia understood the large part of the election is under the County Clerk's purview.

Councilor Garcia asked if she knew what the County Clerk is doing on ranked choice vote education.

Ms. Bustos-Mihelcic was not aware of her outreach plans.

Councilor Garcia recommended reaching out to the County Clerk on that. Teaming up would be a help.

Ms. McSherry asked if the City has a contract under ECRB on matters related to campaigns of sitting Governing Body members. She was not advising on those

Councilor Garcia understood. He reminded people to get vaccinated. He thanked the Demon Boys' Team for their accomplishments.

Councilor Abeyta gave a shout out to the City Parks Crew who updated Councilor Rivera and him yesterday on ATV traffic.

When Ms. Bustos-Mihelcic talks to the County Clerk, please ask about security camera. He understood- a slot into the County Building can be tampered with.

Councilor Romero-Wirth had nothing to communicate.

Mayor Webber noted we are back coping with the Delta variant, and it is serious. It is easier to transmit and other variants out there. It becomes more ammunition to get vaccinations and those at ages 12 and above are now eligible. It is important for peer-to peer communication. Masks add to the protection. He was informed he was near an infected person recently.

Congratulations to the Indian Market. Their result was very positive from all hands – vendors, artists, organizers that the team did a great job in balancing safety. Las Fiestas will be coming up, He attended the competition for the new Don Diego and La Reina recently at the Convention Center. The competition was great, and it was

wonderful to see so many people coming out for the celebration. He congratulated all who competed. It was a beautiful and moving event.

The Governing Body went next to Matters from City Attorney as the last item of business at 8:57 p.m.

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry recommended an executive session for discussion of the Labor Relations case under H-7 on pending litigation.

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, PELRB Case #106-20. (Erin K. McSherry, City Attorney; 955-6512, ekmcsherry@santafenm.gov)

MOTION: **Councilor Rivera moved, seconded by Councilor Romero-Wirth, to enter executive session, pursuant to the Open Meetings Act, specifically Section 10-15-1, Part (H)(7), Attorney-client Privileged Discussion of Threatened and Pending Litigation n which the City of Santa Fe is or may become a party, including PELRB Case #106-20.**

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.

Mayor Webber reminded the Governing Body that they needed to return to this room to assert we did not violate OMA. Councilor Rivera will bring us back but there is no action to be taken out of executive session.

The Governing Body entered an Executive Session at 9:46 a.m.

The Executive Session ended at 11:28 p.m. and the Governing Body reconvened at 11:28 p.m.

MOTION: **Councilor Rivera moved, seconded by Councilor Vigil Coppler, to reconvene in open session and state for the record that the only matters discussed were those listed on the agenda and recommended by the City Attorney.**

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

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

Against: None. Councilor Abeyta was not present for the vote.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:29 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine M. Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
August 25, 2021

The Governing Body of the City of Santa Fe met in an executive session duly called on August 25, 2021 beginning at 9:43 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 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; ekmcsherry@santafenm.gov, 955-6512)

PRESENT
Mayor Webber (Attended Virtually)
Councilor Abeyta (Attended Virtually) (Recused himself at 10:37 p.m.)
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)

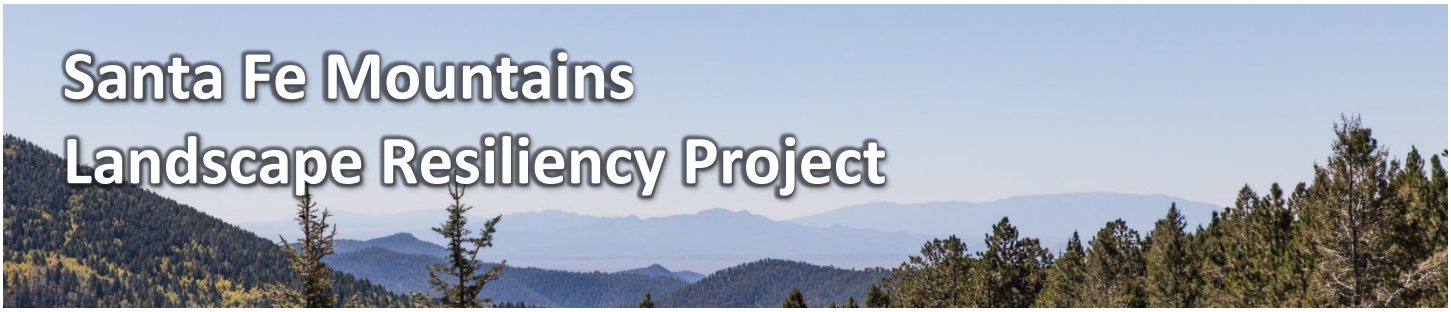
STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Kristine M. Mihelcic, City Clerk (Attended Virtually)
Chris Ryan, Assistant City Attorney (Attended Virtually) (Left at 10:36 p.m.)
Bernadette Salazar, HR Director (Attended Virtually) (Left at 10:36 p.m.)
Mary McCoy, Finance Director (Attended Virtually) (Left at 10:36 p.m.)
Andrea Salazar, Assistant Attorney (Attended Virtually) (Joined 10:37 p.m.)
Richard Brown, Community Development Director (Attended Virtually) (Joined 10:37 p.m.)
Terry Lease (Attended Virtually) (Joined 10:37 p.m.)

There being no further business to discuss, the executive session adjourned at 11:27 p.m.

Kristine Mihelcic
Kristine Mihelcic (Sep 3, 2021 12:50 MDT)

Kristine M. Mihelcic, City Clerk and
Community Engagement Director

USDA United States Department of Agriculture



Santa Fe Mountains Landscape Resiliency Project

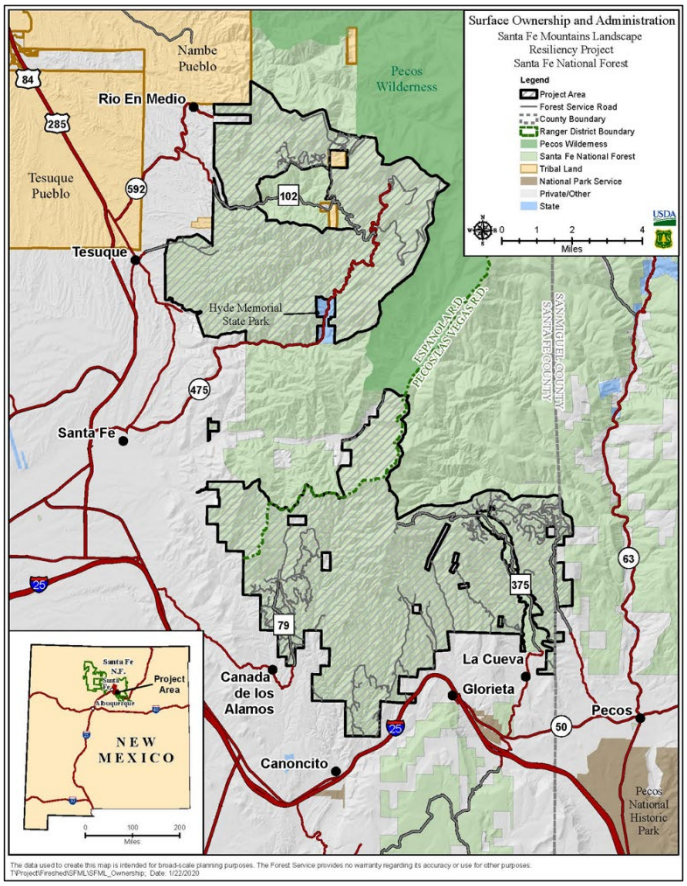
The Santa Fe Mountains Landscape Resiliency Project is being proposed by the Santa Fe National Forest **to restore forest and watershed health**. The Project is located largely within the Greater Santa Fe Fireshed, which is a 107,000-acre landscape along the Santa Fe Mountains in the southern Sangre de Cristo Mountain Range. The Forest Service conducted a thorough environmental assessment with multiple opportunities for public engagement and input into the proposal and alternatives.

The project builds on the successful collaboration between the Santa Fe National Forest, the City of Santa Fe, and many other partners in the Greater Santa Fe Fireshed Coalition to restore fire to its natural role in the Santa Fe Municipal Watershed. Thanks to nearly 20 years of treatment, the Watershed continues to provide almost half of the drinking water for Santa Fe with some of the cleanest, cheapest water in the West.

Project Goals

The project will **improve the health of a priority landscape** and **increase its resiliency to future disturbances** by:

- Restoring frequent-fire forests to their historic natural condition
- Reducing the risk of catastrophic wildfire and consequent impacts to ecological, cultural, tribal, recreation and scenic values
- Improving wildlife habitat
- Improving watershed and range conditions



The project will use **prescribed fire** as the main tool to restore resiliency to these frequent-fire forests, with **small-tree thinning** as needed to allow fire to play its natural role in the ecosystem. Proposed activities across the 50,566-acre project area over the next 10-15 years include:

- Noncommercial thinning of up to 18,000 acres, followed by prescribed burning. Thinning will be limited to trees <16" diameter at breast height (DBH) and will include both manual and mechanical treatments.
- Prescribed burning, including pile, broadcast and jackpot burning, on up to 38,000 total acres.
- Restoration of up to 680 acres of riparian habitat for native fish and plants, including conifer and non-native invasive species removal, indirect use of prescribed fire, herbicide application, native tree planting and fencing.
- Closing 1.5 miles of old roads.

The Forest Service would use a "conditions-based" approach, evaluating conditions on the ground to apply the most appropriate treatments and prescriptions for current conditions in specific project areas.

Scientific Support

The project is supported by top researchers and scientists who have spent decades studying the history of wildfire in the Sangre de Cristo Mountains. This research has generated unequivocal evidence of frequent fires going back hundreds of

years. Historically, low- to moderate-intensity wildfires burned through the ponderosa pine and dry mixed conifer forests every seven to 15 years. The exclusion of fire from this landscape has created dense, overgrown forests with an unnaturally high build-up of fuel, increasing the risk of high-severity wildfire and insect and disease outbreaks.

Fire is a keystone process in these forests, part of a natural cycle that removes leaf and needle litter and creates space for grasses and other understory plants, providing rich wildlife habitat and improving forest and watershed health**.**

The current best available science has confirmed that fuel reduction treatments can effectively mitigate fire behavior, reducing fire severity and tree mortality. Reducing fuels and breaking fuel continuity helps provide defensible zones where firefighters can safely engage with wildfires to prevent damage to homes and infrastructure. We have already seen the benefits of fuel reduction treatments in the Fireshed. In August 2020, firefighters were able to use an area that had been treated with prescribed fire to contain the Medio Fire, preventing it from entering the Santa Fe Municipal Watershed.

Summary of the Draft Environmental Assessment (EA)

The Santa Fe National Forest conducted an extensive assessment of the potential environmental impacts from the Santa Fe Mountains Landscape Resiliency Project. If no action is taken, the risk of high-severity and high-intensity fire would continue to increase, threatening forests and the ecosystem services they provide, as well as infrastructure in the wildland-urban interface (WUI). In contrast, the analysis suggests that the proposed treatments will:

- Improve the condition of forest vegetation, increasing species and structural diversity and restoring the forest to a more fire-adapted species composition and structure
- Maintain and expand old-growth habitat
- Reduce fuel loads, wildfire behavior and potential damage to important values from high-intensity wildfire
- Increase the forest's resiliency to climate change
- Improve the diversity, health and resilience of wildlife habitat, including habitat for the Mexican spotted owl
- Protect drinking water sources for the City of Santa Fe from high-severity wildfire
- Restore riparian vegetation and enhance watershed condition
- Reduce air quality impacts from high-severity wildfire
- Enhance views in the project area by creating forest openings

In some cases, treatments may generate undesirable short-term effects. For example, treatments may temporarily limit public access for recreation or disturb wildlife. The Forest Service has developed an extensive set of design features, mitigation measures and best management practices to minimize any short-term negative impacts. Over the long-term, the assessment concludes that the project will meet its goal to improve the ecosystem resilience of the landscape to future disturbances.

Opportunities for Engagement

The Santa Fe National Forest welcomes your engagement and comments on the Draft Environmental Assessment. It is anticipated that the document will be released to the public on September 13, 2021, and the official public comment period will run September 27 through October 26. During this time, the Forest Service will hold two virtual public meetings, which will be announced on the project website.

Why This Work Matters

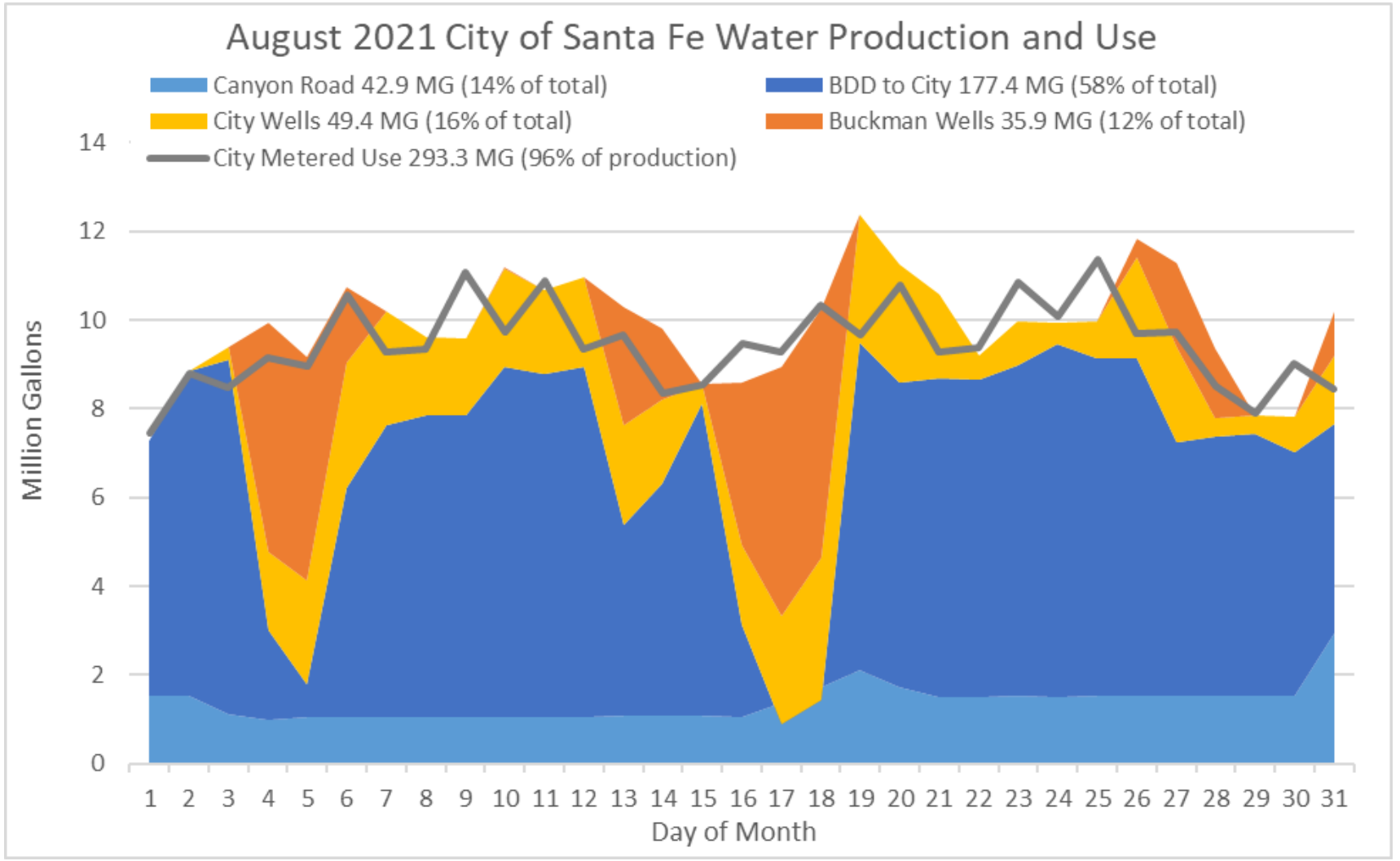
The threats are more than theoretical, and **the time to act is now.** Communities in and around the Santa Fe National Forest have experienced the devastating impacts of high-severity fires and the drastic erosion and flooding that follow, which pose a serious hazard to human health and safety and threaten irreplaceable resources and infrastructure.

Our partners in the Greater Santa Fe Fireshed Coalition understand that **restoring the health and vitality of our forests is critical for the future of our communities**. The Santa Fe Mountains Landscape Resiliency Project will help us sustain the benefits that flow from these mountains – water, wildlife, recreation, traditional uses and special places.

CoSF Water Supply & Demand Update: August 2021

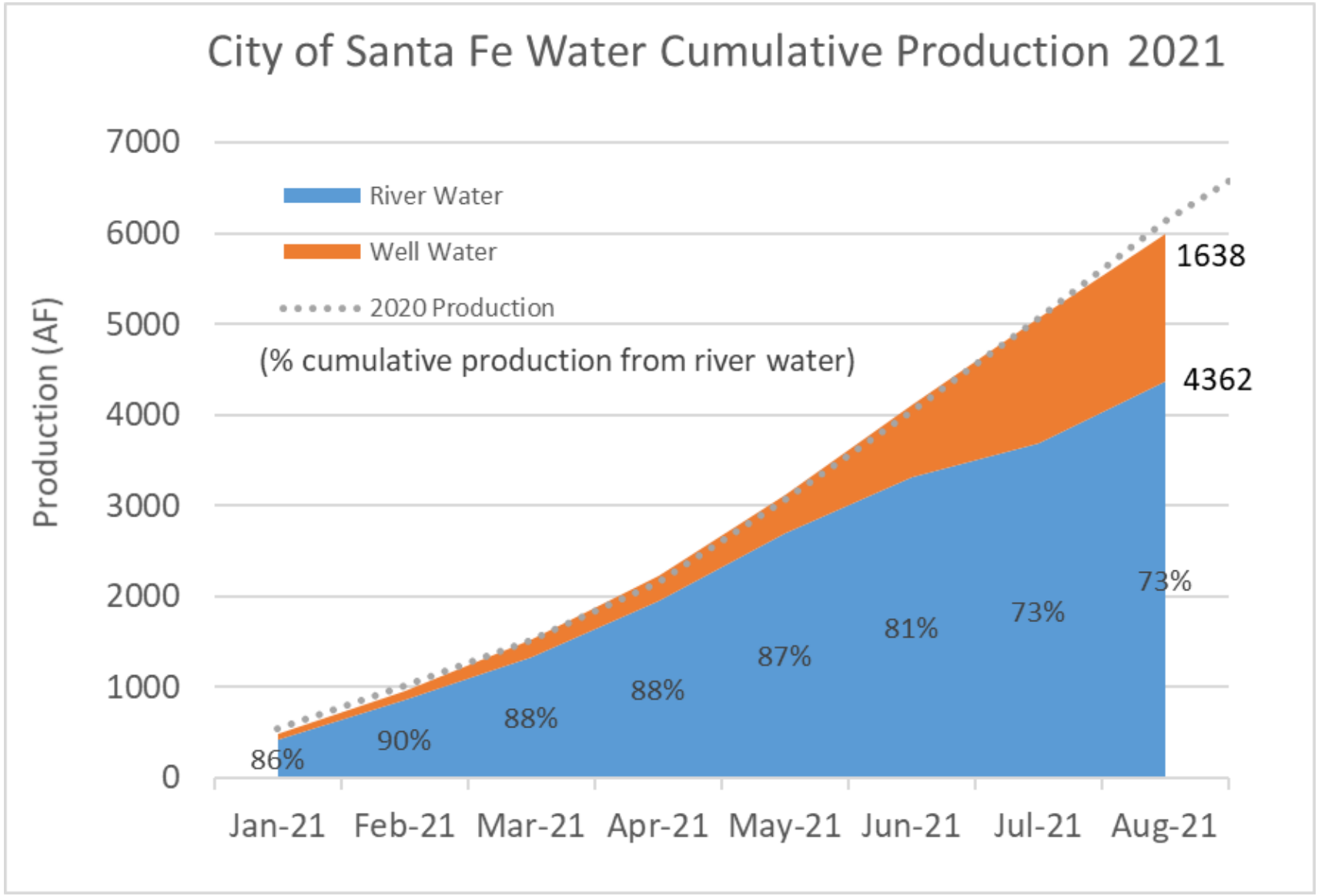
1. Monthly Supply and Demand Summary

- City of Santa Fe Water produced 306 million gallons of potable water in August.
- 72% of that production came from surface water sources (rivers).
- Turbidity (muddy water) on the Rio Grande caused reductions in production at Buckman Direct Diversion around the 5th and 17th.
- 96% of potable water produced was delivered to customers (4% "unaccounted" water loss).
- Potable production and use by day through the month shown on Page 2.
- Use numbers are provisional as they estimate use at 3 County meters.


August 2021 City of Santa Fe Water Production and Use
Canyon Road 42.9 MG (14% of total)
BDD to City 177.4 MG (58% of total)
City Wells 49.4 MG (16% of total)
Buckman Wells 35.9 MG (12% of total)
City Metered Use 293.3 MG (96% of production)
Million Gallons
0
2
4
6
8
10
12
14
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 26 27 28 29 30 31
Day of Month

2. Cumulative Annual Surface Water and Groundwater Production

- Through August of 2021, City of Santa Fe Water has produced 6000 AF of potable water
- 73% (4362 AF) of this annual production has come from river water
- 27% (1638 AF) of this annual production has come from wells.
- City of Santa Fe Water estimates renewable groundwater availability from all of our wells of approximately 5000 AF per year.
- Total production through August 2021 is slightly below 2020 production for the same time period.
- 2021 well water use is approximately double 2020 amounts.
- Cumulative annual production from rivers and wells is shown on Page 4.


City of Santa Fe Water Cumulative Production 2021
Production (AF)
7000
6000
5000
4000
3000
2000
1000
0
River Water
Well Water
2020 Production
(% cumulative production from river water)
1638
4362
86%
90%
88%
88%
87%
81%
73%
73%
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21

3. City of Santa Fe Water Reservoir Storage

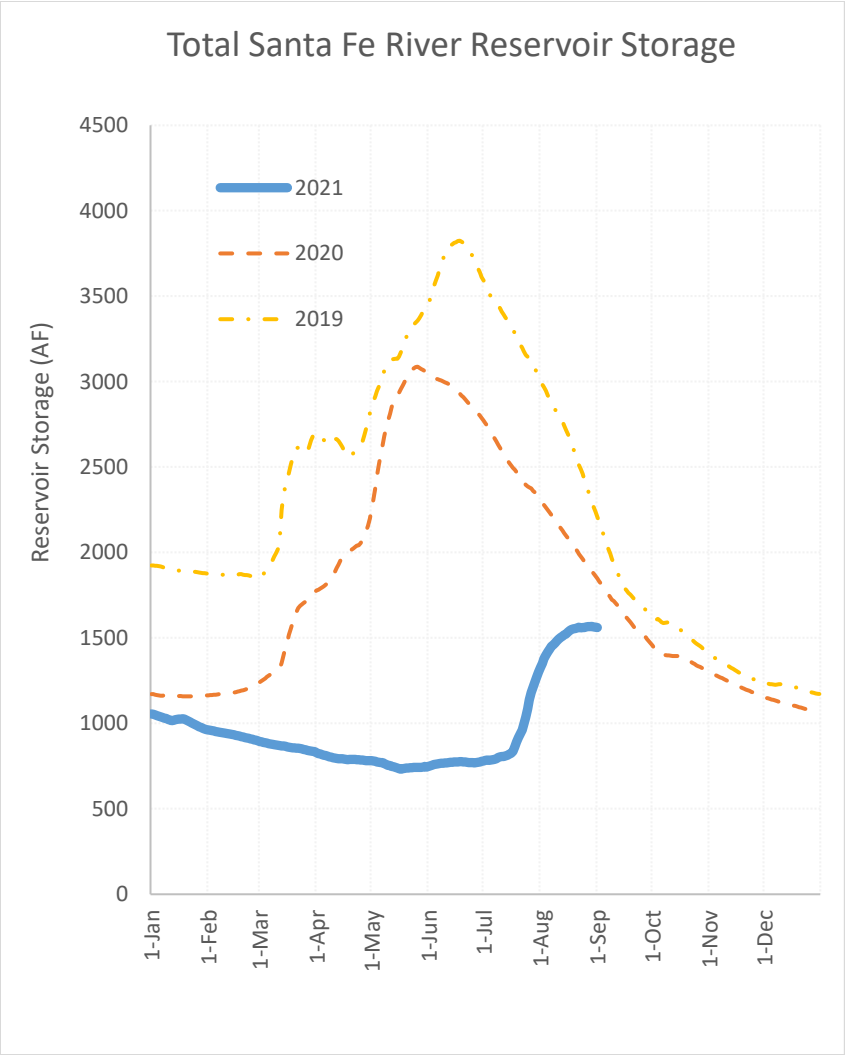
- Through August of 2021, City of Santa Fe Water has produced 6000 AF of potable water

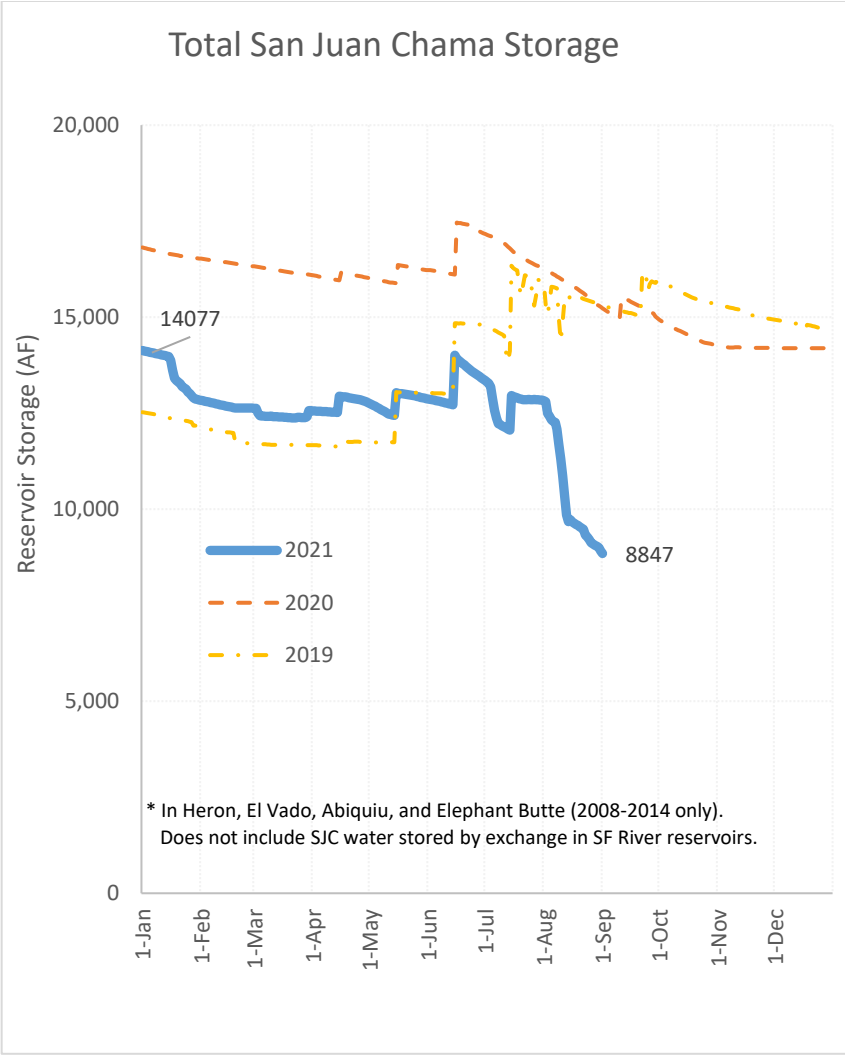
- July brought exceptional inflows to the upper Santa Fe River which has allowed us to increase storage in Santa Fe River reservoirs such that they are now at similar levels seen in the past couple of years at the end of August.

- San Juan Chama storage is as low as it has been in the past 20 years.

- San Juan Chama storage will increase by 4345 AF in early September when a temporary loan made to MRGCD (irrigators below Cochiti) to help with their operations is repaid.

- Reservoir storage in 2021 compared to 2019 and 2020 is show on Page 6.


Total Santa Fe River Reservoir Storage
Reservoir Storage (AF)
4500
4000
3500
3000
2500
2000
1500
1000
500
0
2021
2020
2019
1-Jan
1-Feb
1-Mar
1-Apr
1-May
1-Jun
1-Jul
1-Aug
1-Sep
1-Oct
1-Nov
1-Dec

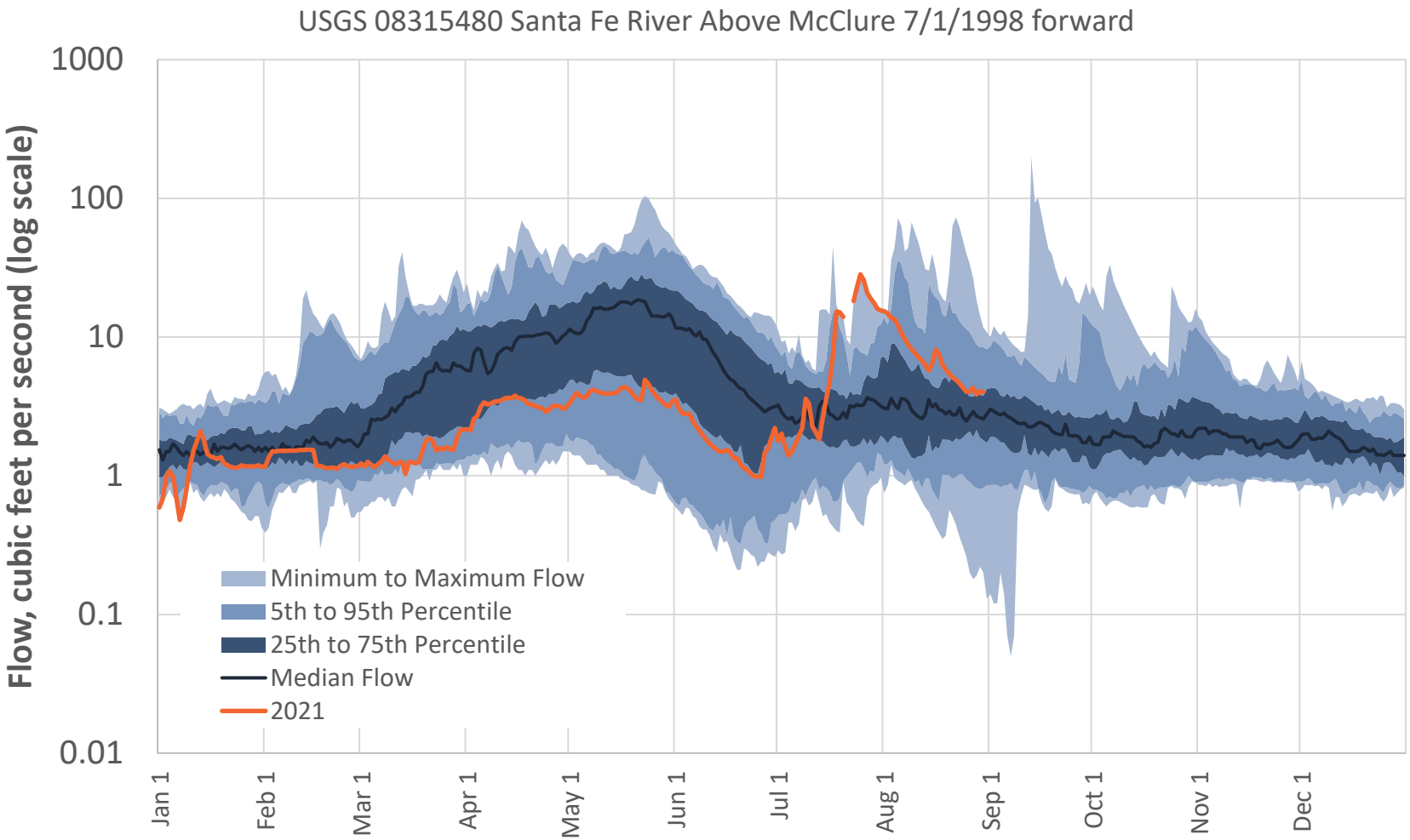

Total San Juan Chama Storage
Reservoir Storage (AF)
20,000
15,000
10,000
5,000
0
14077
8847
2021
2020
2019
* In Heron, El Vado, Abiquiu, and Elephant Butte (2008-2014 only).
Does not include SJC water stored by exchange in SF River reservoirs.
1-Jan
1-Feb
1-Mar
1-Apr
1-May
1-Jun
1-Jul
1-Aug
1-Sep
1-Oct
1-Nov
1-Dec

4. Miscellaneous

- January through June inflows to McClure were lower than 3 of 4 years since 1998

- July rains resulted in flows that for the second half of July were the largest July inflows to McClure seen since the gage was installed in 1998.

- Santa Fe River inflows to McClure Reservoir in 2021 compared to 1998 through 2020 are shown on a log scale on page 8.


USGS 08315480 Santa Fe River Above McClure 7/1/1998 forward
Flow, cubic feet per second (log scale)
1000
100
10
1
0.1
0.01
Jan 1
Feb 1
Mar 1
Apr 1
May 1
Jun 1
Jul 1
Aug 1
Sep 1
Oct 1
Nov 1
Dec 1
Minimum to Maximum Flow
5th to 95th Percentile
25th to 75th Percentile
Median Flow
2021

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for Approval of FY22 Supplemental Police Vehicle Purchase Request in the Total Amount of $228.332.55 for the Vehicles, Equipment, and Labor Cost Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov, 955-5040)

Committee	**Review:**
Finance Committee:	08/30/21
Quality of Life Committee:	09/01/21
Governing Body Committee: 09/08/21	

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
Directions to Staff

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 18, 2021

TO: Governing Body
Finance Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (8-19-21)

FROM: Ben Valdez, Deputy Chief of Police BV Aug 19, 2021

ITEM AND ISSUE:
Request for the Approval of FY22 supplemental Police Vehicle Purchase Request. Total Amount is $(228,332.55) for the vehicles, equipment and labor costs associated with each vehicle. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 3 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The 3 police vehicles are in addition to the previously requested FY22 annual fleet replacement that was budgeted. The funding source is use of the excess ½% GRT Income Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates in order to fund the purchase of the 3 requested Police vehicles and associated equipment, which represents an operational imperative for the Police Department. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford Interceptor Utility Hybrid (3)	$114,384.00	2230310	570950
Total costs for 3 vehicles:	**$114,384.00**		

EQUIPMENT	COSTS
Vehicle docking mounts, laptop docking stations, printer, driver's license reader, and accessories	**$4,546.86**
Panasonic Toughbooks	**$13,545.00**
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.	**$75,206.70**
Motorola Solutions communication and software	**$20,649.99**
Total costs for emergency equipment, laptops and installation	**$113,948.55**
Total purchase cost: Vehicles, equipment and installation	**$228,332.55**

Ford Police Interceptor Utility Hybrid

Three Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans and Police Interceptor Utility vehicles that are in need of replacement on Patrol. The vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our Dispatch Communications System and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

With each vehicle we are anticipating a savings of approximately $3,028 in fuel per vehicle a year if fuel is $3.09 a gallon (*current fuel cost in Santa Fe on 7/20/21*). On our last vehicle purchase request a $2,695 savings was estimated if fuel was $2.75 a gallon. As the cost of fuel increased from last year, it clearly demonstrates we are prepared for any potential fuel cost increases to come. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is currently $15,140 per hybrid vehicle. The total fuel savings for the 3 hybrid vehicles is $9,084 per year and $45,420 over their 5 year service period.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to continue transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement [Chalmers Ford] # 00-00000-20-00121 which expires on November 12, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of NM] # 60-000-15-00032 which expires on March 22, 2022.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions, LLC] # 10-00000-20-00048 which expires on November 17, 2022.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 10-00000-20-00048 which expires on November 17, 2022.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Inventory Exempt Equipment/572400

Fund Name/Number: Law Enforcement/Fund223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Data Processing/572800

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford, ETS, Motorola Solutions, MHQ

Procurement Title: State Price Agreement

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

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

Department Requesting: Police Department Staff Name: Deputy Chief Ben Valdez

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: _____

Ben Valdez	Deputy Chief	08/06/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 11, 2021 09:02 MDT)	Chief Procurement Officer	Aug 11, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

*

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Police / Administration	8/4/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Police GRT - Vehicles < 1.5 Tons	2230310	570950		114,384	
Police GRT - Inventory Exempt Equipment	2230310	572400		102,071	
Police GRT - Data Processing Equipment	2230310	570800		13,545	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 230,000	$ -

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

Use of excess 1/2% GRT Income Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates in order to fund the purchase three (3) Police vehicles and associated equipment, which represents an operational imperative for the SFPD.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
223	(230,000)
TOTAL:	**(230,000)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 8/4/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

A. Padilla
A. Padilla (Aug 5, 2021 13:08 MDT)
Department Director Signature — Date

Alexis Lotero
Alexis Lotero (Aug 5, 2021 13:23 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Chalmers Ford — PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City Of Santa Fe
Police Dept.
Eric Sanchez
iesanchez@santafenm.gov

SHIPPED TO: 2022 Ford Interceptor Hybrid

PROPOSAL #	071421-3
PROPOSAL DATE	July 14th, 2021
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Diego Martinez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00121		
3	Item #4 Utility Vehicle, Mid-Size, Four Door, AWD, Police Pursuite Rated.	$ 36,139.00	$ 108,417.00
	Options:		
3	L: Hybrid	$ 485.00	$ 1,455.00
3	AB: Window Tinting Darker than MFG Standard	$ 199.00	$ 597.00
3	AI: Hidden Door Lock Plunger w/ rear In-op.	$ 195.00	$ 585.00
3	AK: Remote Keyless Entry FOBS - Factory	$ 425.00	$ 1,275.00
3	AV: Police Engine Idle Feature	$ 290.00	$ 870.00
3	AW: Reverse Sensing	$ 395.00	$ 1,185.00
	Features Included: - Rear Aux Air, Bluetooth/ Handfree, Front Headlamp Housing , LED Spot Light, Tail Light Housing, Dark Car Feature.		

Ordered Units: Proposal Valid for 60 Days	SUBTOTAL	114,384.00
	TAX	0.00
	FREIGHT	
		$114,384.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
Dmartinez@chalmersford.com

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
7/14/2021	12298
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 3 Patrol 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	3	2,718.05	8,154.15
ETSA481RSP	Soundoff Si...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	3	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	3	411.41	1,234.23
ENFRMS3D	Soundoff Si...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	6	94.20	565.20
ENFRMS3E	Soundoff Si...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	6	94.20	565.20
ENT3B3D	Soundoff Si...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	6	178.80	1,072.80
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	3	177.10	531.30
ESB-U	Federal Signal	Universal ES100C speaker bracket.	3	22.00	66.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	3	461.40	1,384.20
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	3	402.00	1,206.00

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
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Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	3	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	3	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	3	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	53.25	159.75
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	3	41.25	123.75
AC-PENPRTR-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	3	318.00	954.00
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	3	377.99	1,133.97
GK11211B1USSCA...	Setina	Dual T-Rail Mount 1 1082E Blac-Rac, 1 Universal XL	3	1,015.20	3,045.60
35-20045	Westin	2020 Ford Utility Front Defender Partition	3	941.29	2,823.87
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	3	465.00	1,395.00
WG-20-FDUV-SET	Troy	2020 PI Utility driver/passenger side window guards, welded bars, vertical design.	3	210.00	630.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	3	111.00	333.00
PDU-18.5-42-18-001	OPS	Aluminum Pursuit 2-Tier Drawer Unit c/w PDU-12.5-42-18-001 and PDU-6-42-18-001	3	1,130.50	3,391.50
PDU-FIU-8-BR2020	OPS	8" High Mounting Bracket for 2020 Ford Interceptor pursuit box	3	161.50	484.50
ENFTCDGS1206	Soundoff Si...	Rear Light Bar Dual Color 6 Module Red/Amber Blue/Amber	3	642.60	1,927.80
EMPS2STS2B	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	3	100.20	300.60

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

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This quote expires in 90 days	

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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	3	100.20	300.60
PMP2BRK2LPV	Soundoff Si...	Stud Mount License Plate Bracket Vertical mount for 4 inch	3	24.00	72.00
EMPS2STS5RBW	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	6	130.20	781.20
PMP2WSSSB	Soundoff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	6	15.00	90.00
ETFBSANFL	Soundoff Si...	Flashback Tail Flasher	3	54.60	163.80
CH15.1.20	911 Harness	Ch15 with Single Stage Timer, and 20' Outputs	3	608.00	1,824.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	3	2,495.00	7,485.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	3	4,490.00	13,470.00
4910LR-152-LTRK	L-Tron	Imaging Scanner	3	432.08	1,296.24
Shipping		Shipping	3	175.00	525.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	3	440.00	1,320.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	12	72.00	864.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	3	999.00	2,997.00

	Subtotal
	Sales Tax (7.875%)
	Total

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Quote

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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
AngArm-00340	Angel Armor	Ballistic Panel. Level IIIA. Fits Ford PI Utility 2020 Passenger Side	3	999.00	2,997.00
SHOP SUPPLIES L...	MHQ of Ne...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	3	50.00	150.00
Labor NM	MHQ of Ne...	Installation Labor (36 Hours per unit)	108	80.00	8,640.00T

Subtotal	$74,458.26
Sales Tax (7.875%)	$748.44
Total	$75,206.70

ENCHANTED TECHNOLOGY SOLUTIONS, LLC

Quote

Santa Fe Police Department
2515 Camino Entrada
SANTA FE NM 87507

Date
Jul 20, 2021

Expiry
Sep 30, 2021

Quote Number
QU-210173v2

Reference
SFPD - Toughbook 33 & Brother Mobile Solutions
Qty. 3

Enchanted Technology Solutions
6615 Sujeto Rd. NW
Albuquerque, NM 87120
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
CF-33RZ-0BVM	PANASONIC TOUGHBOOK 33 Public Sector Specific, WIN10 PRO, INTEL CORE I5-10310U 1.7GHZ (4.4GHZ), VPRO, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD, INTEL WI-FI 6, Bluetooth, 4G LTE BAND 14 (EM7511), DGPS, Dual Pass (CH1:WWAN/CH2:DGPS), INFRARED WEBCAM, 8MP Rear Camera, Contactless Smartcard, Standard Batteries (2), TPM 2.0, FLAT. -CF-SVCPDEP3Y - Toughbook Toughp0ad Premier Deployment - Includes Imaging, Customer Portal Access, MultiLocation Shipping and Disk Image Management at the Panasonic National Service Center (YEARS 1,2,3) -FZ-SVC512SSD3Y - 512GB SSD - Toughpad No Return of Defective Drive. (YEARS 1,2, 3) -FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (YEARS 1, 2, 3) -CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT. -CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 Month Term - Panasonic PS Bundled Sled Customer Only. MSRP: $4,797.00 *NM State Contract Price is 10% off MSRP: $4,317.30	3.00	3,725.00	11,175.00
CF-VEK333LMP	Premium Keyboard for CF-33 Mk1, Mk2. New Improved, 3X Brighter Out-of-the-Box. Emissive Red Backlit (3 Levels). Handle/Kickstand - Display can be opened to any angle. Compatible with tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (Full Size), HDMI, VGA, USB 2.0, USB 3.0 (2), SERIAL (USB), Power, Docking Connector, Kensington Lock, Tablet Release with Lock/Unlock, Latch ARM. Forward or Reverse-Dockable to Convertible Mode. MSRP: $670.00 *NM State Contract Price is 10% off MSRP: $603.00	3.00	495.00	1,485.00

Item	Description	Quantity	Unit Price	Amount USD
FZ-SVCTPEXT2Y	Extended Warranty - Tablet PC (Years 4 &5) Models supported: CF-33, FZ-M1, FZ-A2, FZ-B2, FZ-G1, FZ-Q2 MSRP: $295 *NM State Contract Price: $295	3.00	295.00	885.00
GJ-33-LVD0	Panasonic Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-33. USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Power, Release Lever, Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately). MSRP: $1536.00 *NM State Contract Price is 10% off MSRP: $1,382.40	3.00	859.00	2,577.00
GBJ-7110-1214	Gamber Johnson Screen Support for Panasonic CF-33 Laptop Docking Station MSRP: $53.00 *NM State Contract Price is 30% off MSRP: $37.10	3.00	37.10	111.30
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1 MSRP: $144.95 *NM State Contract Price is 10% off MSRP: $130.46	3.00	130.46	391.38
CF-LNDBRK120	Lind Mounting Bracket for CF-LNDDC120 (Mfg No: ASMTL-00332) MSRP: $10.95 *NM State Contract Price is 10% off MSRP: $9.86	3.00	9.86	29.58
PJ722	Brother Mobile Solutions: PocketJet 7, 200dpi Full Page Thermal Printer with USB (Only includes the printer. Requires power, USB Cable, and printing supplies) MSRP: 384.00 *NM State Contract Price is 5% off MSRP: $364.80	3.00	339.00	1,017.00
LB3602	Brother Mobile Solutions: USB Cable - 6 foot length MSRP: $14.00 *NM State Contract Price is 5% off MSRP: $13.30	3.00	13.30	39.90
LB3692	Brother Mobile Solutions: PocketJet PocketJet 3, 3 Plus, 6, 6 Plus, RuggedJet 4030, 4040 Car Adapter - Wired - 14 Foot Length MSRP: $24.10 *NM State Contract Price is 5% off MSRP: $22.90	3.00	22.90	68.70
LBX028	BROTHER MOBILE SOLUTIONS : In-Vehicle Mount / used with roll paper for PocketJet 7 series and PocketJet 6 units, replaces LB3810 EXCEPT FOR PJ673 MSRP: $110.00 *NM State Contract Price is $5% off MSRP: $104.50	3.00	104.00	312.00
			Subtotal	18,091.86
			TOTAL USD	18,091.86

Terms

New Mexico State Price Agreement - 10-00000-20-00048
Title: Communications, Radio Equipment, Parts, Accessories and Related Services

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

MOTOROLA SOLUTIONS

QUOTE-1510360
14 APX6500/14 APX4500 VHF/ 1 APX4500

Billing Address:
SANTA FE, CITY OF
200 LINCOLN AVE
SANTA FE, NM 87504
US

Quote Date:07/16/2021
Expiration Date:10/14/2021
Quote Created By:
Manny Barreras
manny.barreras@motorolasolutions.com

End Customer:
SANTA FE, CITY OF
Ryan Campion
racampion@santafenm.gov
+1.505.827.3931

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	3	$2,957.00	$971.08	$1,985.92	$5,957.76
1a	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	3	$0.00	$0.00	$0.00	$0.00
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	3	$1,200.00	$394.08	$805.92	$2,417.76
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	3	$297.00	$97.53	$199.47	$598.41
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	3	$176.00	$0.00	$176.00	$528.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	$60.00	$19.70	$40.30	$120.90
1f	G89AC	ADD: NO RF ANTENNA NEEDED	3	$0.00	$0.00	$0.00	$0.00
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	$0.00	$0.00	$0.00	$0.00
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	3	$515.00	$169.13	$345.87	$1,037.61
1i	GA01670AA	ADD: APX E5 CONTROL HEAD	3	$572.00	$187.84	$384.16	$1,152.48

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	3	$72.00	$23.64	$48.36	$145.08
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	$0.00	$0.00	$0.00	$0.00
1l	G361AH	ENH: P25 TRUNKING SOFTWARE APX	3	$300.00	$98.52	$201.48	$604.44
1m	GA00580AA	ADD: TDMA OPERATION	3	$450.00	$147.78	$302.22	$906.66
1n	GA01767AG	ADD: RADIO AUTHENTICATION	3	$100.00	$32.84	$67.16	$201.48
	APX™ 4500 Enhanced						
2	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	3	$1,851.00	$607.87	$1,243.13	$3,729.39
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	3	$145.00	$0.00	$145.00	$435.00
2b	GA00804AA	ADD: APX O2 CH (GREY)	3	$492.00	$161.57	$330.43	$991.29
2c	G296AD	ADD:1/4 WAVE WHIP ROOF TOP 136-144	3	$13.50	$4.43	$9.07	$27.21
2d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	$0.00	$0.00	$0.00	$0.00
2e	G66BF	ADD: DASH MOUNT O2 APXM	3	$125.00	$41.05	$83.95	$251.85
2f	W22BA	ADD: STD PALM MICROPHONE APX	3	$72.00	$23.64	$48.36	$145.08
2g	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	$0.00	$0.00	$0.00	$0.00
2h	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	3	$650.00	$213.46	$436.54	$1,309.62
2i	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	3	$0.00	$0.00	$0.00	$0.00
2j	G142AD	ADD: NO SPEAKER APX	3	$0.00	$0.00	$0.00	$0.00
3	HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	3	$40.75	$10.76	$29.99	$89.97
Subtotal							$30,264.75

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Total Discount Amount	$9,614.76
Grand Total	$20,649.99(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

State of New Mexico
General Services Department
REVISED
Statewide Price Agreement

Awarded Vendor:
8 Awarded Vendors (See page 6-7)

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

Invoice:
As requested

Price Agreement Number: **00-00000-20-00121**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **Amber Sanchez** AMS

Telephone No.: **505-827-0554**

Email: **Amber.Sanchez2@state.nm.us**

Title: **Police Pursuit**

Term: **November 13, 2020 thru November 12, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Pauk

Date: 12/9/2020

Mark Hayden, New Mexico State Purchasing Agent

x This price agreement was signed on behalf of the State Purchasing Agent.

MM

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Item 4: (AC) Chalmers Ford
Utility Vehicle, Mid-Size, Four Door, All-Wheel Drive, Police Pursuit Rated

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and fifty (350) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and ten (110) inches.

Make Offered..... **FORD**

Model Offered..... **EXPLORER POLICE INTERCEPTOR**

Engine Offered..... **3.0L ECOBOOST 4V V6**

HP / Torque..... **400** / **415**

Base Price per Unit..... $ **36,139.00**

Bid as Options:

A)	All / Four Wheel Drive Delete	Deduct:	N/A
B)	Dark Car Feature Delete	Deduct:	$20.00
C)	Dual Battery	Add:	N/A
D)	Engine, Other: 3.3L Hybrid	Add/Deduct:	$485.00
	Engine, Other: 3.3 FFV V6	Add:	$2,520.00
E)	Floor Covering, Carpet with Mats, Front Only	Add:	$325.00
F)	Floor Covering, Carpet with Mats, Front and Rear	Add:	$425.00
G)	Floor Covering, Rubber Mat Front and Rear	Add:	$225.00
H)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	STD
I)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Deduct:	STD
J)	Front License Plate Bracket, Delete	Add:	$0.00
K)	Interior Upgrade Package	Add:	$1,000.00
L)	Hybrid	Add:	$485.00
M)	Lockable Gas Cap and/or Door	Add:	N/A
N)	Marked Police Package	Add:	$18,750.00
O)	Marked Police K-9 Package	Add:	$24,300.00
P)	Police Wiring Harness	Add:	$990.00
Q)	Power Adjustable Pedals	Deduct:	N/A
R)	Rear Door Interior Handles Rendered Inoperable Delete	Add:	$20.00
S)	Remote Keyless Entry and Starting (If Available)	Add:	$455.00
T)	Skid Plates	Deduct:	$450.00
U)	Special Service Package Delete	Deduct:	$3,200.00
V)	Spot Light, Delete	Add:	$250.00
W)	Spot Light on Passenger Side	Add:	$595.00
X)	Trailer Brakes	Add:	N/A

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Item 4 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes	Add:	$410.00
Z)	Tires, Other:	Add:	$1,400.00
AA)	Unmarked Police Package	Add:	$16,500.00
AB)	Window Tinting Darker than MFG Standard	Add:	$199.00
AC)	Engine Block Heater	Add:	$120.00
AD)	Prewiring for Grill/ LED lights #GOA	Add:	$75.00
AE)	Front Interior Windshield Warning Lights	Add:	$1,345.00
AF)	Side Marker LED lights	Add:	$390.00
AG)	Passenger-side LED Spotlight	Add:	$595.00
AH)	Deflector Plate #76D	Add:	$435.00
AI)	Hidden Door Lock Plunger w/ rear In-op. #52P	Add:	$195.00
AJ)	Rear Door Handles In-op./Locks In-op. #68G	Add:	$115.00
AK)	Remote Keyless Entry FOBS - Factory	Add:	$425.00
AL)	1st and 2nd Row Carpeting #16C	Add:	$325.00
AM)	2nd Row cloth seats #88F	Add:	$160.00
AN)	Rear Console Plate	Add:	$65.00
AO)	Ballistic Door Panels - Front Level III - Driver	Add:	$1,985.00
AP)	Ballistic Door Panels - Front Level III - Driver+ Pass	Add:	$3,570.00
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	$2,715.00
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	$5,230.00
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	$695.00
AT)	Pre-Collision Assist	Add:	$185.00
AU)	Perimeter Anti-Theft Alarm	Add:	$190.00
AV)	Police Engine Idle Feature - #47A	Add:	$290.00
AW)	Reverse Sensing #768	Add:	$395.00
AX)	Noise Suppression Kit #68F	Add:	$245.00
AY)	Noise Suppression Bonds (Ground Straps)	Add:	$125.00
AZ)	Amber Safety Lighting Package	Add:	$2,900.00
BA)	Unmarked Build	Add:	$12,900.00
BB)	Mileage charge for Delivery PER MILE	Add:	$2.00
BC)	Extra Keys - without FOB	Add:	$80.00
BD)	Extra Keys - with FOB	Add:	$225.00
BE)	Extended Warranty 5/75 - Powertrain Only	Add:	$2,150.00
BF)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	$3,870.00
BG)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
BH)	2-Wheel Drive	Deduct:	$500.00
BI)	Wrap 4-doors WHITE	Add:	$1,327.00
BJ)	Wrap 2-doors WHITE	Add:	$995.00
BK)	Police Perimeter Alert - Auto-locking/Windows Rollup	Add:	$750.00

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Item 4 (AC) Options Continued:

BL)	Rear Camera - on demand	Add:	$290.00
BM)	Drivers Side L.E.D. - Whelan Brand Upgrade	Add:	$150.00
BN)	Rear - Air Delete (Credit)	Deduct:	$300.00
BO)	Wheel Locks	Add:	$125.00

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Item 5: (AC) Chalmers Ford
Utility Vehicle, Full-Size, Four Door, Two Wheel Drive Police Pursuit Rated / SSV

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and fifteen (115) inches.

Make Offered..... **FORD**

Model Offered..... **EXPEDITION SPECIAL SERVICE VEHICLE (SSV) 2WD**

Engine Offered..... **3.5L ECOBOOST**

HP / Torque..... **375** / **470**

Base Price per Unit..... $ **33,353.00**

Bid as Options:

A)	All / Four Wheel Drive	Add:	$3,980.00
B)	Dark Car Feature Delete	Deduct:	N/A
C)	Dual Battery	Add:	N/A
D)	Engine, Other:	Add/Deduct:	N/A
E)	Floor Covering, Carpet with Mats, Front Only - XLT OPTION	Add:	$3,800.00
F)	Floor Covering, Carpet with Mats, Front and Rear - XLT OPTION	Add:	$3,800.00
G)	Floor Covering, Rubber Mat Front and Rear - XLT OPTION	Add:	$3,800.00
H)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
I)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
J)	Front License Plate Bracket, Delete	Deduct:	$0.00
K)	Hybrid	Add:	N/A
L)	Interior Upgrade Package - XLT OPTION	Add:	$3,800.00
M)	Lockable Gas Cap and/or Door	Add:	N/A
N)	Marked Police Package	Add:	$18,750.00
O)	Marked Police K-9 Package	Add:	$24,300.00
P)	Police Wiring Harness	Add:	$1,040.00
Q)	Power Adjustable Pedals	Add:	$18,000.00
R)	Rear Door Interior Handles Rendered Inoperable Delete	Deduct:	N/A
S)	Remote Keyless Entry and Starting (If Available) - Remote Start	Add:	$650.00
T)	Skid Plates - 4WD Only	Add:	$190.00
U)	Special Service Package Delete- REGULAR LENGTH	Add:	$3,000.00
	Special Service Package Delete -MAX EL LENGTH	Add:	$4,000.00
V)	Spot Light, Delete	Deduct:	$200.00
W)	Spot Light on Passenger Side	Add:	$595.00
X)	Trailer Brakes Included H/D Trailer Tow Package	Add:	$1,970.00

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Item 5 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes Brake STD on Package	Add:	$1,970.00
Z)	Tires, Other: Multiple Options	Add:	$2,400.00
AA)	Unmarked Police Package	Add:	$16,500.00
AB)	Window Tinting Darker than MFG Standard	Add:	$350.00
AC)	MAX/EL Package	Add:	$3,300.00
AD)	Aluminum Wheels	Add:	$1,995.00
AE)	Black Accent Package	Add:	$1,995.00
AF)	Special Edition Package	Add:	$3,995.00
AG)	FX-4 Off-road Package (Requires 4x4)	Add:	$1,950.00
AH)	FX-4 Package w/ 360-Degree Camera - (Requires 4x4)	Add:	$2,435.00
AI)	Convenience Package	Add:	$2,470.00
AJ)	Enhanced Park Assist	Add:	$500.00
AK)	Navigation - Voice Activated	Add:	$940.00
AL)	LED Headlamps (subject to model availability)	Add:	$940.00
AM)	Power Vista Sunroof	Add:	$1,675.00
AN)	Engine Block Heater	Add:	$120.00
AO)	Ballistic Door Panels - Front Level III - Driver	Add:	$1,985.00
AP)	Ballistic Door Panels - Front Level III - Driver+ Pass	Add:	$3,570.00
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	$2,715.00
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	$5,230.00
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	$695.00
AT)	Engine Block Heater	Add:	$120.00
AU)	Reverse Sensing	Add:	$240.00
AV)	Running Boards - Platform Style	Add:	$675.00
AW)	Running Boards - Tube Style/Nerf Bars	Add:	$675.00
AX)	Power Deployable Running Boards - Factory	Add:	$1,295.00
AY)	Power Deployable Running Boards - Local	Add:	$2,095.00
AZ)	Weather Tech Mats - Front and Second Row	Add:	$365.00
BA)	Amber Safety Lighting Package	Add:	$2,900.00
BB)	Graphics Package	Add:	$800.00
BC)	Unmarked Build	Add:	$12,900.00
BD)	Mileage charge for Delivery	Add:	$2.00/mile
BE)	Four Wheel Drive Option	Add:	$3,980.00
BF)	Extended Warranty 5/75 - Powertrain Only	Add:	$2,150.00
BG)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	$3,870.00
BH)	Third Row Seat Package	Add:	$1,005.00

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Item 8: (AC) Chalmers Ford
Truck, Three Quarter Ton, Crew Cab, Short Wheel Base, Four Wheel Drive

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and twenty-five (125) inches.

Make Offered..... **FORD**

Model Offered..... **F250**

Engine Offered..... **6.2L V8**

HP / Torque..... **385** / **430**

Base Price per Unit..... $ **28,242.00**

Bid as Options:

A)	Bed Cover, Hard, Single Piece	Add:	$2,195.00
B)	Bed Cover, Hard, Tri-Fold	Add:	$1,250.00
C)	Bed, Delete	Deduct:	$100.00
D)	Bed Liner, Black, Drop-In	Add:	$495.00
E)	Bed Liner, Black, Spray-On	Add:	$595.00
F)	Bed, Long	Add:	$1,000.00
G)	Cab, Regular	Deduct:	$1,000.00
H)	Chrome Appearance Package	Add:	$1,200.00
I)	Dark Car Feature Delete	Deduct:	N/A
J)	Dual Battery	Add:	$295.00
K)	Engine, Other: 6.7L DIESEL	Add:	$11,950.00
	Engine, Other: 7.3L GAS	Add:	$2,945.00
L)	Floor Covering, Carpet with Mats, Front Only - STX w/Carpet	Add:	$2,225.00
M)	Floor Covering, Carpet with Mats, Front and Rear - STX w/Carpet	Add:	$2,225.00
N)	Floor Covering, Rubber Mat Front and Rear - MATS ONLY	Add:	$325.00
O)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
P)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
Q)	Gooseneck Hitch, 26,000 lbs. with 7-Way Plug and Brake Controller	Add:	$1,925.00
R)	Grill Guard	Add:	$1,750.00
S)	Heavy Duty Louvered Headache Rack	Add:	$625.00
T)	Heavy Duty Payload Package	Add:	$2,000.00
U)	Interior Upgrade Package - STX PKG. w/Carpet	Add:	$2,225.00
V)	Light Bar, Roof Width, 15 LED, Mounting Location to be determined by User	Add:	$2,050.00
W)	Lockable Gas Cap and/or Door - PLUG STYLE	Add:	$50.00

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Item 8 (AC) Options Continued:

X)	Locking Rear Differential	Add:	$590.00
Y)	Mirrors, Trailer Tow, Power - POWER HEATED	Add:	$650.00
Z)	Off Road Package	Add:	$750.00
AA)	Police Wiring Harness	Add:	$940.00
AB)	Power Adjustable Pedals	Add:	$250.00
AC)	Power Outlet 110V	Add:	$310.00
AD)	Rear Sliding Window	Add:	$450.00
AE)	Rear Window Defroster	Add:	$200.00
AF)	Remote Keyless Entry and Starting (If Available)	Add:	$650.00
AG)	Running Boards	Add:	$850.00
AH)	Side Bed Cargo Box	Add:	$950.00
AI)	Skid Plates	Add:	$190.00
AJ)	Special Service Package, Delete	Deduct:	N/A
AK)	Spot Light -LED	Add:	$695.00
	Spot Light –HALOGEN	Add:	$495.00
AL)	Tires, Other: KEVLAR MUD & SNOW (same size as stock tires)	Add:	$2,250.00
AM)	Toolbox, Chest Type, Single Lid	Add:	$950.00
AN)	Toolbox, Cross Saddle, Dual Lid	Add:	$995.00
AO)	Toolbox, Cross Saddle, Single Lid	Add:	$950.00
AP)	Trailer Back-Up Assist - Max Trailer Tow w/PTBA	Add:	$2,985.00
AQ)	Trailer Brakes	Add:	$460.00
AR)	Trailer Tow Package, Less Trailer Brakes	Add:	$995.00
AS)	Two Wheel Drive In Lieu of Four	Deduct:	$2,000.00
AT)	Winch, Electric, 8,000 lbs. Capacity	Add:	$2,650.00
AU)	Window Tint, Darker than MFG Standard	Add:	$395.00
AV)	Cab, Extended	Add:	$650.00
AW)	GVWR UPGRADE - 10600 GVWR	Add:	$2,120.00
AX)	GVWR UPGRADE - 14000 GVWR	Add:	$4,535.00
AY)	Axle Ratio, optional ratio/e-locking	Add:	$590.00
AZ)	Wheel Locks	Add:	$95.00
BA)	Camper Package #471	Add:	$260.00
BB)	Clearance Lights - Roof	Add:	$190.00
BC)	Engine Block Heater	Add:	$120.00
BD)	Chrome Package #l 7C	Add:	$1,595.00
BE)	FX-4 Off-road Package	Add:	$510.00
BF)	Up fitter Switches (6)	Add:	$195.00
BG)	Skid Plates	Add:	$190.00
BH)	Snow Plow Prep Package	Add:	$350.00
BI)	Tow Command Factory Brake Controller	Add:	$370.00
BJ)	Power Slider	Add:	$495.00

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Item 8 (AC) Options Continued:

BK)	Tailgate Step	Add:	$475.00
BL)	Remote Start System - Factory	Add:	$350.00
BM)	Remote Start System - Local	Add:	$650.00
BN)	Bed Mat	Add:	$250.00
BO)	Splash Guards - Front	Add:	$160.00
BP)	Gooseneck Hitch Kit #15J	Add:	$550.00
BQ)	5th Wheel Hitch Kit #15L	Add:	$1,495.00
BR)	5th Wheel/ Gooseneck Hitch Prep Package	Add:	$750.00
BS)	CHMSL Camera - #873	Add:	$265.00
BT)	XLT Trim Package	Add:	$5,900.00
BU)	Outlet 110V/400W	Add:	$275.00
BV)	BLIS with Cross Traffic Alert (Requires XLT Package)	Add:	$685.00
BW)	Extended Running Boards with 17C-18D- FACTORY	Add:	$950.00
BX)	Panoramic Moon roof	Add:	$1,795.00
BY)	Defroster with Fixed Rear Window and Privacy Glass	Add:	$90.00
BZ)	Extended Running Boards #180	Add:	$540.00
CA)	LED Lighting Package - Headlamps, Taillights, Fog Lights	Add:	$1,380.00
CB)	STX Package	Add:	$2,025.00
CC)	Carpet Flooring with STX package	Add:	$200.00
CD)	Snow Plow Camper Package	Add:	$385.00
CE)	SYNC3	Add:	$590.00
CF)	Sirius Radio	Add:	$210.00
CG)	Vehicle Safe/ Console Vault #21X	Add:	$450.00
CH)	Ultimate Trailer Tow Package w/ PTBA	Add:	$1,925.00
CI)	Heavy Duty Payload Package #96G	Add:	$2,000.00
CJ)	Bed Step	Add:	$395.00
CK)	Navigation System	Add:	$685.00
CL)	Bed Cover, Hard, Single Piece	Add:	$2,120.00
CM)	Bed Cover, Hard, Diamond Back Cover	Add:	$3,325.00
CN)	Decked In Bed Unit	Add:	$1,950.00
CO)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug and Brake Controller	Add:	$1,925.00
CP)	Grill Guard If Available- No Front Sensors or Cameras	Add:	$1,550.00
CQ)	Heavy Duty Louvered Headache Rack	Add:	$690.00
CR)	Light Bar, Roof Width,15 Led Mounting Location TBD By User - Amber W/ Flood Capability	Add:	$2,150.00
CS)	Light Bar, Roof Width, Multifunction, Mounting Location TBD By User - Red, White, Blue Combo	Add:	$2,300.00
CT)	Bed Side Cargo Box Per Side	Add:	$950.00
CU)	Halogen Spot Light	Add:	$495.00
CV)	Toolbox, Chest Type, Single Lid RKI	Add:	$900.00
CW)	Toolbox, Chest Type, Single Lid Weather Guard	Add:	$950.00

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Item 8 (AC) Options Continued:

CX)	Toolbox, Cross Saddle, Dual Lid RKI	Add:	$840.00
CY)	Toolbox, Cross Saddle, Dual Lid Weather Guard	Add:	$980.00
CZ)	Toolbox, Cross Saddle, Single Lid RKI	Add:	$910.00
DA)	Toolbox, Cross Saddle, Single Lid Weather Guard	Add:	$1,070.00
DB)	Trailer Brake Controller	Add:	$460.00
DC)	Trailer Tow Package, Less Brake Controller Capacity	Add:	$995.00
DD)	Winch, Electric, 12,000 Lbs.	Add:	$2,640.00
DE)	Bed liner: Spray-on (black only)	Add:	$595.00
DF)	8' Utility body SRW	Add:	$6,925.00
DG)	9' Utility body SRW	Add:	$7,390.00
DH)	Headache rack for utility body	Add:	$975.00
DI)	Bed liner: Utility body, spray-on (black only)BODY	Add:	$850.00
DJ)	Led Compartment Lights Utility	Add:	$1,250.00
DK)	Mechanics Drawer Unit In Front Compartment	Add:	$2,985.00
DL)	Internal bar locking system for utility body	Add:	$1,150.00
DM)	Platform body: 8' for SRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	$3,275.00
DN)	Platform body: 8' for DRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	$3,455.00
DO)	Toolbox: 18" x 18" x 24" locking, installed under platform body (curbside)	Add:	$675.00
DP)	Headboard for platform bodies 56",60",84"CA	Add:	$985.00
DQ)	Headboard for platform bodies 120 CA	Add:	$1,785.00
DR)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug must take headboard option with platform	Add:	$1,640.00
DS)	Re-install factory backup camera into utility or flatbed body	Add:	$300.00
DT)	Overhead material rack, 1700 lb.	Add:	$1,450.00
DU)	Bumper: Replace front bumper with winch mount and grill guard & SK winch	Add:	$3,400.00
DV)	Bumper: Replace front bumper with winch mount and grill guard & 12K winch	Add:	$4,270.00
DW)	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	Add:	$450.00
DX)	Commercial work shell with shelving	Add:	$6,395.00
DY)	Snow Plow 7'6" (snow plow prep package required) Add $400.00 for F150	Add:	$8,680.00
DZ)	Snow Plow 8' (snow plow prep package required)	Add:	$8,850.00
EA)	8ft 1.5yd salt spreader for 3/4 ton +	Add:	$8,550.00
EB)	Perimeter Emergency Lighting, 2-front, 2-rear	Add:	$1,390.00
EC)	1300 Lb. Capacity 38" Platform Pickup Box Lift gate	Add:	$3,750.00
ED)	1300 Lb. Capacity 38" Platform Service Body Lift gate	Add:	$4,500.00
EE)	1500 Lb. Capacity	Add:	$5,900.00
EF)	1,600 Lbs. 35" Platform Lift gate For Platform Body	Add:	$4,350.00

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Item 8 (AC) Options Continued:

EG)	Relocate Backup Camera/Sensors To Lift Gate	Add:	$400.00
EH)	Bumper Notching Utility Body	Add:	$350.00
EI)	Mileage Charge for Delivery	Add:	2.00/mile
EJ)	Extra Key - with FOB	Add:	$295.00
EK)	Extra Key - without FOB	Add:	$155.00
EL)	5 year/ 75000 Powertrain Extended Warranty	Add:	$2,695.00
EM)	5 year/ 100,000 mile Extended Warranty	Add:	$3,985.00
EN)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
EO)	Headlight/Taillight Flashers	Add:	$950.00

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK HAYDEN
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

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

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

January 26, 2021

TO: **Don Chalmers Ford DBA MHQ of NM**
5601 Balloon Fiesta Parkway Suite C
Albuquerque, NM 87113
jgranger@mhqnm.com

SUBJECT: **FINAL EXTENSION** of Statewide Price Agreement **Police Vehicle Equipment # 60-000-15-00032**

By mutual agreement between the New Mexico State Purchasing Agent and Don Chalmers Ford DBA MHQ of NM, we would like to extend this Price Agreement through **March 21, 2022** at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. Vendor must receive a signed amendment for the extension from State Purchasing for this extension to be in effect. You are required to submit a sales report, for the past 12 months, of all sales based on this Price Agreement. The report should contain total sales per contract, description of the sale and if possible to what agency or public body of government the sales were made. We are interested in the distinction between sales to state agencies and local public bodies (like cities and counties) to evaluate to whom our contracts are most beneficial.

In order to receive notification of the new solicitation for this Price Agreement in the future, please ensure that your company is registered as a Supplier in our electronic bidding system, eProNM. If registration has already been completed, please take the time to update all contact information as well as commodity codes.
https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfNewMexico

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to SPD's system using the link provided in the email you received with this request.

(Please check only **one**)

☒ I wish to extend

☐ I do not wish to extend

Company Name, Address (if different than above) and Phone: _____

Print Name: JOHN GRANGER email: JGRANGER@MHQWEST.COM

Generic email address for procurement notifications (if applicable): _____

Signature of Authorized Representative: _____

Thank you for your continued business.
Respectfully,
Yuliastuti Wulandari
Procurement Officer

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **15 Vendors** **Telephone No.:**

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Three

Term: March 21, 2016 through March 22, 2018

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

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Title: **Police Vehicle Equipment**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2017 to March 22, 2018 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/29/2017

Item #	Approx. Quantity	Unit	Description	Prices			
1		Each	Complete Computer stand, console mounted	Price			
			AA-Advanced Comm	$ 150.83			
			AD-Code 3 Service, LLC	$ 396.00			
			AE-Higher Power Solutions - Havis #67107	$ 250.00			
			AF-MHQ of New Mexico	$ 420.00			
			AH-Grants & Technology Veterans, LLC	$ 186.00			
			AK-New Mexico Emergency products, LLC - #CM-____-SL-LED	$ 388.80			
			AN-West Mesa Auto Craft	$ 433.76			
			AO-Wireless Advanced Communications	$ 342.96			
2		Each	Sedans: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 663.13	$ 644.39	$ 626.54	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 396.00	$396.00 Impala
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC	$ 393.00	$ 399.00	$ 376.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSPI-SL-LED, Chevy, Troy #CM-PSCP-SL-LED, Dodge, Troy #CM-PSCH-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 654.62	$ 637.53	$ 621.25	
			AO-Wireless Advanced Communications	$ 526.61	$ 511.73	$ 497.55	

3		Each	Utility Vehicle: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 668.15	$ 644.39	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 381.70	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 393.00	$ 406.80	$ 749.40	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSUV-SL-LED, Chevy, Troy #CM-TH15-SL-LED	$ 453.75	$ 453.75		
			AN-West Mesa Auto Craft	$ 637.53	$ 659.20	$ 637.53	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 511.73	
4		Each	Pick-up Truck: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 650.05	$ 668.15	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 314.60	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 379.80	$ 406.80	$ 409.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-F15-SL-LED, Chevy, Troy #CM-SILV-SL-LED, Dodge, Troy #CM-PSDR-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 642.69	$ 659.20	$ 621.25	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 497.55	

5		Each	Sedans: Console with 10" slope and 8" mounting at level area, compatible with side-mounted computer mounts, fits exactly against OEM consoles. Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, controller faceplate console mount, metal storage tray to be 4" with a 1.75" depth, dual external cup holders, 2" faceplate for three (3) – 12V outlets.	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, map light	$ 367.03	$ 525.87	$ 325.76	
			AD-Code 3 Service, LLC	$ 314.60	$ 261.80	$ 261.80	$304.70 Impala
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 648.00	$ 657.00	$ 661.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CC-PI-L-18, Chevy,Troy #CC-CP-E-DM-18, Dodge, Troy #CC-BPD-15	$ 427.50	$ 390.00	$ 408.75	
			AN-West Mesa Auto Craft	$ 709.76	$ 854.58	$ 672.13	
			AO-Wireless Advanced Communications	$ 291.48	$ 417.61	$ 258.70	

6		Each	Utility Vehicle: Console with 12" slope, 6" mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, blanks and console mount, controller faceplate, external cup holder, metal storage tray to be 4" with a 1.75" depth, 2" faceplate for three (3) – 12V outlets Complete utility console for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$ 356.53	$ 384.64	$ 392.10	
			AD-Code 3 Service, LLC	$ 294.80	$ 369.00	$ 369.60	
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 648.00			
			AK-New Mexico Emergency products, LLC, Ford #CC-UV-L-18, Chevy #CC-F-THOS-22 wide body, 22"	$ 427.50	$ 566.25		
			AN-West Mesa Auto Craft	$ 700.19	$ 725.82	$ 732.61	
			AO-Wireless Advanced Communications	$ 283.12	$ 305.46	$ 311.37	

7		Each	Pick-up Truck: Wide body console, fills space seat to seat, 8" slope, 12" mounting at level area - Must be able to mount to OEM floor plate.					
			Includes: 4" faceplate for radio, 2" repeater faceplate, Controller faceplate, Console mount floorplate, Metal storage tray to be 4" with a 1.75" depth, Dual internal cup holders 2" faceplate for three (3) – 12V outlets					
			Complete pick-up console for:	Ford		Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$	516.58	$ 548.11	$ 530.81	
			AD-Code 3 Service, LLC	$	369.60	$ 369.60	$ 258.50	
			AE-Higher Power Solutions	$	900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$	487.50	$ 487.50	$ 487.50	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$	877.20	$ 657.00	$1,061.40	N/A
			AK-New Mexico Emergency products, LLC, Ford #CC-WBOS-20, 20" wide body, open storage	No Bid				
			AN-West Mesa Auto Craft	$	846.11	$ 859.08	$ 850.64	
			AO-Wireless Advanced Communications	$	410.23	$ 435.26	$ 414.17	

8		Each	Modems:	Manufacturer:	Price		
			AA-Advanced Comm	Sierra Wireless	$ 999.00		
			AD-Code 3 Service, LLC	Option International	$ 509.00		
			AE-Higher Power Solutions	Omnivations	$ 750.00		
			AF-MHQ of New Mexico		N/A		
			AH-Grants & Technology Veterans, LLC	Cradlepoint, IBR600LPE-VZ or IBR600LPE-AT&T	$ 573.00		
			AK-New Mexico Emergency products, LLC	CDW-G Electronics - List	10%		
			AN-West Mesa Auto Craft		No Bid		
			AO-Wireless Advanced Communications		No Bid		
9		Each	Antenna for modems	Price			
			AA-Advanced Comm	$ 65.00			
			AD-Code 3 Service, LLC	No Bid			
			AE-Higher Power Solutions	$ 120.00			
			AF-MHQ of New Mexico	$ 425.00			
			AH-Grants & Technology Veterans, LLC - AP-CCWW-Q-S2222-RP34-BL	$ 179.00			
			AK-New Mexico Emergency products, LLC	No Bid			
			AN-West Mesa Auto Craft	No Bid			
			AO-Wireless Advanced Communications	No Bid			

10		Disc	Discount off parts catalog or list price for related accessories pertaining to computer stands, consoles and modems		Discount		
			AA-Advanced Comm		5%		
			AD-Code 3 Service, LLC		N/A		
			AE-Higher Power Solutions		20%		
			AF-MHQ of New Mexico		25%		
			AH-Grants & Technology Veterans, LLC :	Gamber Johnson metal mounting/console products & docks	35%		
				Gamber Johnson non-metal mounting accessories with electronics	5%		
				Cradlepoint modems solutions & modem accessories	7%		
				Cradlepoint modems warranties and software support solutions	5%		
				Sierra Wireless modems solutions & modem accessories	5%		
			AH-Grants & Technology Veterans, LLC :	Sierra Wireless modems warranties and software support solutions	2%		
				Cradlepoint & Sierra Wireless modem antenna solutions	5%		
				Havis metal mounting/console products (non-electronic)	5%		

		Havis mounting accessories and docks with electronics	15%	
	AK-New Mexico Emergency products, LLC	American Aluminum	30%	
		Angel Armor	10%	
		Copeland	5%	
		Go Rhino	25%	
		Havis	20%	
		Gamber Johnson	30%	
	AK-New Mexico Emergency products, LLC	Laguna MFG	10%	
		Littlelight	10%	
		OPS	10%	
		Pelican	10%	
		Premier	30%	
		Setina	20%	
		Streamlight	25%	
		Troy	25%	
		Truck Vault	10%	
		Warn Industries	10%	
		Weiser	30%	
	AN-West Mesa Auto Craft	Whelen Engineering	38%	
		Code 3	30%	
		Feniex	25%	
		Brooking Industries	20%	
		Able 2/Sho-Me	30%	
		Rigid Industries	15%	
		Jotto-except Kodiak	15%	
		Havis	18%	
		Premier Mounting Solutions	25%	
		Setina-except PB450 & PB550	20%	
		Go Rhino	25%	
		Pro-Gard Products	15%	

		Truck Vault	10%	
		Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%	
	AO-Wireless Advanced Communications	American Aluminum	5%	
		Applied Concepts	5%	
		Blue Sea	30%	
		Coban	5%	
	AO-Wireless Advanced Communications	Code 3	5%	
		Copeland	5%	
		Custom Cages	5%	
		D&R	20%	
		Digital Ally	5%	
		Federal Signal	35%	
		Firecom	20%	
		Gamber-Johnson	25%	
		Go Rhino	15%	
		GoLight	15%	
		Havis	25%	
		Jotto Desk	20%	
		Kodiak	20%	
		Kussmaul	15%	
		Kustom Signal	10%	
		Laguna	15%	
		L-Tron	10%	
		Lund	20%	
		Maxxima	20%	
		NM 12 Volt	5%	
		Panorama Antennas	15%	
		Patriot	20%	
		Pro-Gard	20%	
		Radiotronics	10%	
		Ranch Hand	20%	
		Rearview Safety	5%	
		Safety Vision	9%	

				Santa Cruz	20%		
				Setina	20%		
				SoundOff	40%		
				Stalker	5%		
				Streamlight	30%		
				Synnex	5%		
				Tomar	5%		
				Troy	25%		
				Truck Vault	10%		
				Unity	40%		
				VLCM	5%		
				Watchguard	10%		
				Weiser Solutions	25%		
				Westin	25%		
				Whelen	20%		
11		Hourly	Labor/repair & installation cost per hour	Price			
			AA-Advanced Comm	$ 95.00			
			AD-Code 3 Service, LLC	No Bid			
			AE-Higher Power Solutions	$ 70.00			
			AF-MHQ of New Mexico	$ 80.00			
			AH-Grants & Technology Veterans, LLC	$ 65.00			
			AK-New Mexico Emergency products, LLC	$ 65.00			
			AN-West Mesa Auto Craft	$ 50.00			
			AO-Wireless Advanced Communications	$ 85.00			

Specifications for Visual and Audio Warning Systems, Parts, Supplies and Labor:

All items bid in this category shall conform to the Society of Automotive Engineers (SAE) or California Code Certifications, Title 13.

When an item is identified by manufacturer's name, trade name, catalog number or reference, it is the responsibility of the bidder to document brand name equals in the space provided for each item or to make changes on manufacturer's numbers on each item if the numbers have been changed.

These specifications are for vehicle-mounted roof lights, vehicle-mounted rear deck lights, LED light systems, directional light controls, sirens, and speakers. The systems must be suitable for mounting in or on high speed emergency vehicles operated by New Mexico Department of Public Safety and other New Mexico law enforcement and public safety agencies.

Acceptable Equipment:
Only **complete** equipment, consisting of the lighting system, lenses, covers, mounting brackets, and power and/or control cable will be accepted. All items offered shall be standard production models of the manufacturer and except for configuration, may not be built especially for this bid request. Repair parts must be readily available to New Mexico Department of Public Safety or user agency/entity without unreasonable delay. No additional charges will be accepted. All prices bid per unit **shall** include all delivery charges to the purchaser's place of business within the State of New Mexico. The successful bidder shall be authorized by the manufacturer and required to: offer warranty repair service when requested by the end user; stock repair parts and finished products locally in the State of New Mexico.

Specifications for Light-Emitting Diode (LED) Light Bar and LED lights:
This specification describes the minimum requirements for visual warning system for emergency vehicles. The light bar shall utilize reflector LED-based technology and reliable onboard circuitry manufacturing design. The light bar must be capable of removal without disassembly of the interior components for ease of service or repair. The light bar must be compatible with current Department of Public Safety equipment.

Light Bar:
LED heads shall consist of reflector modules utilizing most current technology. Each module shall be offset, use a compound curve and polished-reflector design and shall contain at least twelve (12) diodes, projecting downward into the reflector assemblies. Modules shall be available in red, white, blue and amber LEDs, chosen by user agency. Each light bar shall contain at least twenty-two (22) reflector modules, with a total of three hundred and twenty-four (324) most current lamp diodes. Microprocessor controls shall be utilized to provide a total of twenty-eight (28) user-selectable flash patterns, including an intersection mode and a low-power "dim" mode. The light bar must contain three (3) prioritized modes of operation with mode 3 the highest priority. Mode 3 will override mode 2 and mode 2 will override mode 1. Each of the three modes will provide preset flash patterns that can be activated for various stages of the emergency vehicle's warning light levels of operation. Modules shall be field-replaceable and shall meet SAE J595 light output, SAE 1113/41 RFI, and SAE J845 standards. No exceptions will be allowed.

Alley Lights:
Alley lights shall be integrated into the light bar. Each module shall contain at least twelve (12) diodes on the driver and passenger side. No exceptions will be allowed

Flood Lights:
Flood lights shall be 360 degrees visibility and integrated in the light bar. Each module shall contain at least six (6) diodes and be white LED. No exceptions will be allowed.

Construction:
The Light Bar shall be a single piece, polycarbonate, based on a minimum 1/8" thick extrusion that shall provide strength without excessive weight. Housing shall be molded polycarbonate for durability. Colors (clear, red, blue or amber) shall be specified by user agency. The dome shall be secured with barrel nuts and shall use "O" rings for a water proof seal.

Mounts:

A pair of stainless steel installation brackets, vehicle specific, shall be included. The mounting brackets must allow for height and pitch adjustment. Mounting legs must be adjustable for distance to allow for differing roof lines. No exceptions will be allowed.

Dimensions:
The Light Bar must be no more than 2" in height, no less than 10" in width, and 44" in overall length. 51" overall length light bar for trucks and large SUVs with the same height and width.

Warranty:
The warranty period shall be five years parts replacement, one year labor.

Specifications for siren/light control:
This specification describes the minimum requirements for a siren/switching/public address combination for emergency vehicles. The system shall be compatible with 12 Volt DC, negative ground vehicles, two-way radios, vehicle lighting and speakers. The system shall be compatible with current department of public safety equipment.

Construction:
The control should be a programmable siren/light controller with remote mount amplifier and have a programmable illuminated push button with three position slide switch with built-in traffic control and display capability. It should have a minimum of fourteen solid state relays and external fuses. It should be capable of using a Cat5 siren controller and light bar. It shall contain directional warning capability.

Sounds:
System shall have siren sounds and non-siren sounds. The siren sounds shall include manual, wail, and yelp. Manual shall consist of a tone that rises as the vehicle's horn button or the siren's manual button is pressed. Momentary application shall produce a brief burst. Wail and yelp shall provide tones that automatically rise between 500 Hz and 1650 Hz eleven times per minute. Frequencies below 500 Hz shall be eliminated to avoid speaker damage. Non-siren sounds shall include an air-horn type sound at 1000 Hz, a choice of two high/low alternating 600 Hz and 1350 Hz sounds, and a hetro sound. The system shall offer an alarm input for K9 or burglar alarm uses.

Siren Operation:
System shall stop siren when vehicle is shifted into park, but allow continued operation of public address and lighting circuits. System shall allow either a five-second override (change of tone for five seconds when horn button or manual switch is pressed), lock (tone is changed when horn button or manual switch is pressed and changed back upon pressing again), or sweep (siren cycles through three siren sounds every six seconds upon pressing horn button or manual switch, returned to normal operation upon pressing again).

Public Address:
The public address system shall provide inputs for radio and microphone audio. The included microphone can be dedicated for P.A. or can be common between radio and P.A. system. The output power shall be 50 Watts 400 Hz to 10K Hz with less than 10% harmonic distortion. Volume shall be established with three fixed settings via two externally accessible potentiometers.

Electrical:
Total switching system capacity shall be 205 Amperes. The system shall have a slide switch with the following functions: five sequenced circuits for warning light control having a total capacity of 60 Amperes; lever positions 1 & 2 shall turn on warning lights without siren, position 3 shall activate siren also; lever position 3 shall transfer horn ring for siren control (use of external relays is unacceptable; the slide switch shall be rated at 800,000 cycle life. Accessory switches shall provide the following functions from left to right: takedown control (30 Ampere capacity), brake and backup light cutoff (two separate circuits at 30 Ampere capacity each), right and left alley light control (30 Ampere each), auxiliary control (fourth, up position, 30 Ampere capacity), gun-lock (fourth, down position) release with optional plug-in 9-second timer. Siren and accessory selector switches shall have 50,000 cycle life rating; accessory switch relays

shall have a life rating of 500,000 cycles and be rated for 30 Amperes each. Indicator lights shall have a life rating of 100,000 flashing hours, while panel lights shall have a life rating of 16,000 hours.

Warranty:
Electronic components shall be warrantied for five years. Switches, panel lights, hardware, and non-electronic parts shall be warrantied for three years.

Specifications for rear deck warning light:
This specification describes the minimum requirements for a rear, low profile, deck warning light, capable of mounting in the rear deck of emergency vehicles. The system must be supplied with a universal mounting kit for mounting in department of public safety vehicles. The system shall be compatible with 12 Volt DC systems and current department of public safety equipment.

Construction:
The system housing shall be constructed of a durable material to withstand heavy duty activities. It must have a minimum of eight reflectors containing at least three LED Diodes. The system shall be capable of operation in temperatures from -30 degrees c to 65 degrees c and weight no more than 4.2 lbs. (shipping weight).

Electrical:
The system must draw no more than 4.68 Amperes and operate at 12.8 Volts DC. It must comply with FCC part 15, SAE 113/41 RFI, SAE J595, and SAE J2498.

Warranty:
Warranty period shall be five years parts, one year labor.

Specifications for LED Corner Inserts:
This specification describes the minimum requirements for a LED inserts consisting of at least nine LEDs per head designed for installation in existing light housings of emergency vehicles. The system must be capable of cloning other identical systems to the same configuration with a cloning cable while only one is powered to save installation time. The system shall offer a built in power supply, reverse polarity protection and the system must be water proof. Light head dimensions shall be no bigger than 1.5" in base by 1.0" in width. Equipment must be compatible with current department of public safety equipment.

Electrical:
System shall operate at full power from 12-30 Volts DC. It shall operate at reduced power from 7-12 Volts DC. The system shall require no more than 7 Amperes at 12 Volts DC and have standby current of no more than 6.5mA.

Warranty:
Product shall be warrantied for five years, except strobe tubes, which shall be warrantied for one year.

Item #	Approx. Quantity	Unit	Description		
1		Each	LED Light Bar	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 2,437.00
			AB - B & G Automotive	Whelen Liberty	$ 3,200.00
			AD-Code 3 Service, LLC	Feniex Cobra 49"	$ 960.21
				SoundOff Signal	$ 1,563.25
				Federal Signal	$ 2,177.50
			AE - Higher Power Solutions	Apollo 49" Feniex #L-4950	$ 2,280.00
				Cobra 49", Feniex #L-4910	$ 1,181.00
				Integrity 44", Federal Signal #INTG44S	$ 3,200.00
				Integrity 51", #INTG51S	$ 3,500.00
			AF - MHQ of New Mexico	Federal Signal	$ 1,450.00
				Federal Signal-Lighting pkg to include: 44" Integrity Dual Color, ES 100 Speaker w/Bracket and SSP 2000 Platinum Siren	$ 2,406.24
				SoundOff Signal Lighting pkg 1 to include: 48" ENForce Single Color LED Bar ENFLBS1248, ETSS100N Siren speaker w/bracket, ETSA481CSR Siren amplifier	$ 1,602.18
				SoundOff Signal Lighting pkg 2 to include: 48" ENForce Single color LED bar, ENFLBS1248CSR Siren speaker w/bracket, ETSA481CSR Siren amplifier	$ 2,128.47
				Code 3 Lighting pkg to include: 47" LED light bar #21TRPL47A8, 3100U Siren speaker, 3892L6 Siren controller	$ 1,823.75
				Whelen lighting pkg to include: 48" LED light bar #IX8BBRR, SA315P Siren speaker w/bracket, 295SSLSA6 Siren controller	$ 1,897.50

		AG - Federal Signal Corporation	Federal Signal INTG445-NMSP	$	1,350.00
		AK - New Mexico Emergency products, LLC	SoundOff, N-Force 48", ENFLBS1248	$	1,956.00
			Federal Signal, INTG44S-NMSP	$	1,890.00
		AN - West Mesa Auto Craft	Whelen Engineering-44"	$	1,589.00
			Whelen Engineering-51"	$	1,769.00
		AO - Wireless Advanced Communications	Sound Off	$	1,500.00
			Federal Signal	$	1,500.00
2	Each	Siren light control	Manufacturer	Price	
		AA - Advanced Comm	Whelen	$	894.78
		AB - B & G Automotive	Federal Signal	$	2,200.00
		AD - Code 3 Service, LLC	Feniex	$	414.96
			SoundOff Signal	$	669.95
			Federal Signal	$	1,104.35
		AE - Higher Power Solutions	Fenlex 4200 Controller	$	638.40
			Federal Signal Touchmaster Delta	$	736.00
			Federal Signal Platinum 3000	$	1,699.00
		AF - MHQ of New Mexico	Federal Signal	$	825.00
		AG - Federal Signal Corporation	Federal Signal SSP3000B	$	747.56
			Federal Signal LED Corner inserts 416200-44	$	112.20
		AK - New Mexico Emergency Products, LLC	SoundOff, ETSA481RSP	$	498.74
			Federal Signal, SSP300B	$	1,046.58
			Whelen 295SSC6 w/WPKM1	$	498.74
		AN - West Mesa Auto Craft	Whelen Engineering-incl speaker & Bracket	$	749.00
		AO - Wireless Advanced Communications	Sound Off - Blueprint	$	851.00

3		Each	Rear deck warning light	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 506.00
			AB - B & G Automotive	Whelen	$ 2,100.00
			AD - Code 3 Service, LLC	Feniex Cobra	$ 518.96
				SoundOff Signal	$ 805.35
				Federal Signal	$ 1,130.35
			AE - Higher Power Solutions	Feniex #A1000	$ 894.72
				Feniex #I-9000	$ 638.72
				Federal Signal Spectralux ILS	$ 1,000.00
			AF - MHQ of New Mexico	Federal Signal	$ 765.60
			AG - Federal Signal Corporation	Federal Signal SLS8-A	$ 254.80
			AK - New Mexico Emergency products, LLC	SoundOff, N-Force ENFTCDGS1206	$ 408.96
				Federal Signal, SL8A-A	$ 356.72
				Whelen Dominator D8RB	$ 408.96
			AN - West Mesa Auto Craft	Whelen Engineering	$ 429.65
			AO - Wireless Advanced Communications	Sound Off	$ 460.00
4		Each	Siren and speaker	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 437.85
			AB - B & G Automotive	Federal Signal	$ 1,500.00
			AD - Code 3 Service, LLC	Feniex	$ 188.36
				SoundOff Signal	$ 231.40
				Federal Signal	$ 204.10
			AE - Higher Power Solutions	Feniex C-4014	$ 330.00
				Feniex C-4015	$ 488.00
			AF - MHQ of New Mexico	Federal Signal	$ 135.00
			AG - Federal Signal Corporation	Federal Signal ES100C	$ 117.65
			AK - New Mexico Emergency products, LLC	SoundOff, ETSS100N	$ 164.72
				Federal Signal, ES100C	$ 164.71
				Whelen SA315P	$ 167.72
			AN - West Mesa Auto Craft	Whelen Engineering	$ 145.00
			AO - Wireless Advanced Communications	Whelen-bracket & speaker	$ 190.00

5		Discount	Discount off parts catalog or list price for related law enforcement audio, visual warning systems	Manufacturer	Discount
			AA - Advanced Comm	Whelen	18%
				Code 3	18%
				Federal Signal	18%
				Sound Off Signal	18%
			AB - B & G Automotive		10%
			AD - Code 3 Service, LLC	Feniex	35%
				SoundOff Signal	35%
				Federal Signal	35%
			AE - Higher Power Solutions		20%
			AF - MHQ of New Mexico	Able2	30%
				Big Sky Racks	10%
				Code 3	40%
				Copeland Engineering	30%
				Digital Ally	0%
				Watch Guard	0%
				Kustom Signals	20%
				Brookings Ind.	30%
				Federal Signal	45%
				911 Circuits	20%
				B & B Enterprises	20%
				Rigid Industries	10%
				Feniex Industries	30%
				Go Light	10%
				Sound Off Signal	40%
				Streamlight	20%
				Elzetta	5%
				Pelican Products	10%
				Tomar	30%
				Whelen	35%
				Joto Desk	25%
				Havis	30%
				Gamber Johnson	20%
				Troy Products	25%
				Westin	20%
				Setina Products	20%
				Laguna Seats	10%
				Santa Cruz Gun Locks	20%

	AF - MHQ of New Mexico	Go Rhino	25%
		Kussmaul	10%
		Pro-gard	20%
		Rtruck Vaults	10%
		Ops	15%
		D & R Manufacturer	15%
		Angel Armor	5%
		All Other Manufacturers	10%
	AG - Federal Signal Corporation		45%
	AK - New Mexico Emergency products, LLC	SoundOff Signal	40%
		Federal Signal	30%
		AOE Electrical	10%
		Code 3	30%
		ECCO	25%
		Feniex	25%
		Nova	30%
		Tomar	20%
		Unity	25%
		Patrol Power	10%
		Whelen	30%
		PSE Amber	30%
	AN - West Mesa Auto Craft	Whelen Engineering	38%
		Code 3	30%
		Feniex	25%
		Brooking Industries	20%
		Able 2/Sho-Me	30%
		Rigid Industries	15%
		Jotto-except Kodiak	15%
		Havis	18%
		Premier Mounting Solutions	25%
		Setina-except PB450 & PB550	20%
		Go Rhino	25%
		Pro-Gard Products	15%
		Truck Vault	10%
		Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%
	AO - Wireless Advanced Communications		35%

6		Hourly	Labor / repair & installation, Cost per hour	Price	
			AA - Advanced Comm	$ 95.00	
			AB - B & G Automotive	$ 88.00	
			AD - Code 3 Service, LLC	$ 85.00	
			AE - Higher Power Solutions	$ 65.00	
			AF - MHQ of New Mexico	$ 80.00	
			AG - Federal Signal Corporation	No Bid	
			AK - New Mexico Emergency products, LLC	$ 65.00	
			AN - West Mesa Auto Craft	$ 50.00	
			AO - Wireless Advanced Communications	$ 85.00	

Item #	Approx. Quantity	Unit	Description			
1		Each	In-Vehicle Camera (With wireless downloading capability)	MFG	Model #	Price
			AA - Advanced Comm	L3	FB3 or HD System	$ 5,868.75
			AB - B & G Automotive	Federal Signal	DTX-KIT-Law-1	$ 4,500.00
			AC - Coban Technologies, Inc.	Coban	_Edge SD_w/WiFi antenna	$ 5,129.75
			AD - Code 3 Service, LLC	GeTac	Veretos	$ 4,851.47
			AE - Higher Power Solutions	Digital Ally	DVM-800	$ 4,500.00
			AF - MHQ of New Mexico	Coban	EdgeHD w/WiFi antenna	$ 5,444.75
			AH - Grants & Technology Veterans, LLC	Panasonic Arbitrator	ARB-KIT-HD	$ 5,465.00
			AI - Kustom Signals, Inc.	Kustom Signals	G3 Vision Bundled In-Car Video - See Attachment 3	$ 4,819.00
			AJ - L3 Mobile-Vision, Inc	Variable	Variable	$ 4,695.00
			AK - New Mexico Emergency products, LLC			No Bid
			AL - Safety Vision, LLC.	Safety Vision, LLC	ICP-KIT	$ 3,495.00
			AM - Watch Guard	Watch Guard Video	4RE HD In-Car Video System	$ 4,995.00
			AN - West Mesa Auto Craft			No Bid
		60-100	AO - Wireless Advanced Communications	Coban	Edge HD w/WiFi antenna	$ 5,300.00

2		Each	In-Vehicle Camera (With-Out wireless downloading capability)	MFG	Model #	Price
			AA - Advanced Comm	L3	FB3 or HD System	$ 5,868.75
			AB - B & G Automotive			No Bid
			AC - Coban Technologies, Inc. - See Attachment 3	Coban	_Edge SD w/o WiFI antenna	$ 4,935.00
			AD - Code 3 Service, LLC	GeTac	Veretos	$ 4,851.47
			AE - Higher Power Solutions	Digital Ally	DVM-800	$ 3,995.00
			AF - MHQ of New Mexico	Coban	Edge HD w/WiFi antenna	$ 5,250.00
			AH - Grants & Technology Veterans, LLC	Panasonic Arbitrator	ARB-KIT-HD	$ 5,312.00
			AI - Kustom Signals, Inc.	Kustom Signals	G3 Vision Bundled In-Car Video	$ 4,569.00
			AJ - L3 Mobile-Vision, Inc			No Award
			AK - New Mexico Emergency products, LLC			No Bid
			AL - Safety Vision, LLC.	Safety Vision, LLC	ICP-KIT	$ 3,495.00
			AM - Watch Guard	Watch Guard Video	4RE HD In-Car Video System	$ 4,795.00
				Watch Guard Video	DV1=EOH	$ 4,825.00
			AN - West Mesa Auto Craft			No Bid
		60-100	AO - Wireless Advanced Communications	Coban	Edge HD w/o WiFi	$ 5,100.00
3		Discount	Discount off Parts and accessories, discount is for related cameras and equipment as described above	Additional Disc	Discount	
			AA - Advanced Comm		5%	
			AB - B & G Automotive		10%	
			AC - Coban Technologies, Inc.		5%	
			AD - Code 3 Service, LLC		10%	
			AE - Higher Power Solutions		0%	
			AF - MHQ of New Mexico		5%	
			AH - Grants & Technology Veterans, LLC:			
				% off Catalog List Price Related Equipment and Accessories	3%	
				% off Catalog List price for Warranties	5%	
				% off Catalog List price for Services	1%	

				% off Catalog List Price for Panasonic Body worn camera	10%	
				% off Catalog List Price for Panasonic Body worn camera accessories	5%	
			AI - Kustom Signals, Inc.		20%	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		No Bid	
			AL - Safety Vision, LLC.		0%	
			AM - Watch Guard - MSRP		20%	
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications		5%	
4		Hourly	Hourly Labor rate for Installation and Repairs	Additional Rates	Price	
			AA - Advanced Comm		$ 95.00	
			AB - B & G Automotive		$ 88.00	
			AC - Coban Technologies, Inc. - NMSP-DPS has already been trained on installation so no additional costs for DPS/SP to perform Installations.		$ 445.00	
			AD - Code 3 Service, LLC		$ 85.00	
			AE - Higher Power Solutions		$ 65.00	
			AF - MHQ of New Mexico		$ 80.00	
			AH - Grants & Technology Veterans, LLC		$ 150.00	
			AI - Kustom Signals, Inc.: on-site at agency's location w/minimum of 10 units - for factory repairs contact Kustom Signals Technology Support Services Center first at (800) 835-0156 or email @ videotss@kustomsignal.com	Installation	$ 400.00	
				De-installation	$ 175.00	
				Factory repairs	$ 85.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		$ 65.00	
			AL - Safety Vision, LLC.	Flat Rate Installation	$ 450.00	
				Repairs	$ 75.00	
			AM - Watch Guard		$ 105.00	
			AN - West Mesa Auto Craft		$ 65.00	
			AO - Wireless Advanced Communications		$ 85.00	

5		Discount	Software (% Off Catalog Price List)	Discount		
			AA - Advanced Comm	5%		
			AB - B & G Automotive	5%		
			AC - Coban Technologies, Inc.	5%		
			AD - Code 3 Service, LLC	10%		
			AE - Higher Power Solutions	0%		
			AF - MHQ of New Mexico	5%		
			AH - Grants & Technology Veterans, LLC - % off catelog list price for Panasonic Body worn camera licenses	5%		
			AI - Kustom Signals, Inc. EDV Lite Software License (Approx %)	80%		
			EDV HQ Software License (Approx %)	15%		
			AJ - L3 Mobile-Vision, Inc	No Award		
			AK - New Mexico Emergency products, LLC	No Bid		
			AL - Safety Vision, LLC.	0%		
			AM - Watch Guard MSRP	20%		
			AN - West Mesa Auto Craft	No Bid		
			AO - Wireless Advanced Communications	5%		
6		Hourly	Support	Price		
			AA - Advanced Comm	$ 125.00		
			AB - B & G Automotive	$ 196.00		
			AC - Coban Technologies, Inc. -Only incurred for non-warranty support/repairs	$ 95.00		
			AD - Code 3 Service, LLC	$ 85.00		
			AE - Higher Power Solutions	$ 50.00		
			AF - MHQ of New Mexico	N/A		
			AH - Grants & Technology Veterans, LLC	N/A Sold Annually (See Item 3 Services Above)		
			AI - Kustom Signals, Inc.: on-site at agency's location w/minimum of 10 units - for factory repairs contact Kustom Signals Technology Support Services Center first at (800) 835-0156 or email @ videotss@kustomsignal.com	$ 85.00		
			AJ - L3 Mobile-Vision, Inc	No Award		
			AK - New Mexico Emergency products, LLC	No Bid		
			AL - Safety Vision, LLC.	Included		
			AM - Watch Guard	Included at N/C		
			AN - West Mesa Auto Craft	No Bid		
			AO - Wireless Advanced Communications	$ 85.00		

7		Hourly	Maintenance of the in-car camera and equipment		Price	
			AA - Advanced Comm		$ 95.00	
			AB - B & G Automotive		No Bid	
			AC - Coban Technologies, Inc. - per unit/per year		$ 150.00	
			AD - Code 3 Service, LLC		No Bid	
			AE - Higher Power Solutions		$ 65.00	
			AF - MHQ of New Mexico		$ 80.00	
			AH - Grants & Technology Veterans, LLC		No Bid	
			AI - Kustom Signals, Inc.	1-9 Units		
				Year 1	$ 787.50	
				Year 2	$ 1,541.25	
				Year 3	$ 1,687.50	
				Year 4	$ 1,912.50	
				10-19 Units		
				Year 1	$ 525.00	
				Year 2	$ 1,027.50	
				Year 3	$ 1,125.00	
				Year 4	$ 1,275.00	
				20 or More Units		
				Year 1	$ 350.00	
				Year 2	$ 685.00	
				Year 3	$ 750.00	
				Year 4	$ 850.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		$ 65.00	
			AL - Safety Vision, LLC.		$ 75.00	
			AM - Watch Guard			
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications		$ 85.00	

8		Each	Additional warranty package	Years	Price	
			AA - Advanced Comm - off MSRP		5%	
			AB - B & G Automotive		No Bid	
			AC - Coban Technologies, Inc. - 3 year hardware warranty, 1 year maintenance and support and rear facing camera is included in purchase	Year 4	$ 400.00	
			AD - Code 3 Service, LLC	Year 5	$ 550.00	
			AE - Higher Power Solutions		$ 250.00	
			AF - MHQ of New Mexico	Year 4	N/C	
				Year 5	N/C	
			AH - Grants & Technology Veterans, LLC		No Bid	
			AI - Kustom Signals, Inc., each year of extended warranty is individual and not inclusive of previous years.	Year 2	$ 300.00	
				Year 3	$ 400.00	
				Year 4	$ 500.00	
				Year 5	$ 600.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		No Bid	
			AL - Safety Vision, LLC.	Per System	$ 500.00	
			AM - Watch Guard			
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications	4 year	$ 440.00	

Vehicle Wraps and Decals

This category describes services, materials and specifications for marking police vehicles which includes: 1) designing/creating new designs and modifying existing designs, 2) furnishing and installing decals and wraps on various vehicles as required, 3) miscellaneous repairs on previously decaled or wrapped vehicles as needed.

Design Services:
Includes all services regarding creation of new designs, setup, proofing and editing of existing designs at a set hourly rate.

Standard Specifications:
Decals applied to police vehicles shall be high performance, high quality materials with a minimum manufacturer's warranty. The product thickness, color, strength, reflectivity and adhesion must be able to withstand weather and usage common to law enforcement and municipal vehicles. The product should be able to remain intact with minimal damage under conditions normally withstood by the vehicles paint and surface preparation.

Item #	Approx. Quantity	Unit	Description		Price
1		Each	Roof vehicle wrap: 3m IJ 1800CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 680.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 240.00
			AK - New Mexico Emergency products, LLC - per Sq Ft		$ 14.50
			AN - West Mesa Auto Craft		$ 300.00
2		Each	A & B pillars vehicle wrap: 3M IJ 180CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 60.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 156.00
			AK - New Mexico Emergency products, LLC - per Sq Ft		$ 14.50
			AN - West Mesa Auto Craft		$ 125.00

3		Each	Badges, decals – Print, laminate and contour cut: 3M680CR – premium 7mil white reflective printable vinyl with 3M8518 2mil cast gloss over-laminate or equivalent product, must meet ASTM D 4956-11A, Type 1 and NFPA 1901. 2 per unit, 16.25" x 11.63"		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 135.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 192.00
			AK - New Mexico Emergency products, LLC		$ 108.00
			AN - West Mesa Auto Craft		$ 70.00
4		sets	Stripes, machine cut: 3M680CR – premium 7mil white reflective vinyl or equivalent product, must meet ASTM D 4956-11A Type 1 and NFPA 1901. 2 sets per unit, 2.25" x 60"		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 175.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 180.00
			AN - West Mesa Auto Craft		$ 20.00
5		Sets	Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of 11 letters per unit		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 65.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 66.00
			AK - New Mexico Emergency products, LLC		$ 90.00
			AN - West Mesa Auto Craft		$ 45.00
6		Sets	Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of more than 11 letters per unit		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 65.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 66.00
			AK - New Mexico Emergency products, LLC		$ 180.00
			AN - West Mesa Auto Craft		$ 45.00

7		Hourly	Design services: Includes all services regarding design, setup, proofing and editing of existing designs		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 89.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 65.00
			AN - West Mesa Auto Craft		$ 45.00
8		Hourly	Installation and vehicle prep services: includes all labor relating to prepping and installation of wraps and decals on law enforcement vehicles		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 88.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 65.00
			AN - West Mesa Auto Craft		$ 45.00
9		Each	License Plate: front, specialty team identification plate.		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 37.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 30.00
			AK - New Mexico Emergency products, LLC		$ 31.50
			AN - West Mesa Auto Craft		No Bid
10		Discount	Discount off for all other related services not included in the specification. Discount only applies to services relating to wraps and decals.		Discount
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		5%
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		5%
			AF - MHQ of New Mexico		10%
			AK - New Mexico Emergency products, LLC		10%
			AN - West Mesa Auto Craft		0%

11		Discount	Discount off for all other related material not included in the specifications. Discount only applies to material relating to wraps and decals.	MFG	Discount
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		5%
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		0%
			AF - MHQ of New Mexico		10%
			AK - New Mexico Emergency products, LLC		10%
			AN - West Mesa Auto Craft		0%
12		Discount	Discount off parts list price.	MFG	Discount
			AA-Advanced Comm		5%
			AB - B & G Automotive		10%
			AD - Code 3 Service, LLC		10-35%
				Feniex	35%
				SoundOff Signal	35%
				Federal Signal	35%
				Havis	20%
				Troy	20%
				Jotto	15%
				Whelen	35%
				GeTac	10%
				Pro-Gard	15%
				Setina	15%
				Plastix Plus	15%
			AE - Higher Power Solutions	Feniex	5%
			AF - MHQ of New Mexico		12%
			AK - New Mexico Emergency products, LLC	Kings of Wrap	10%
			AN - West Mesa Auto Craft		0%

Push Bar:

Heavy duty 4 gauge steel uprights
Minimum 2" wide rubber strips
Minimum 1 ½" lower tube for extra protection and added strength
Top channel options for 2 or 4 warning lights
4 gauge steel mounting brackets
Mounting bracket design minimizes bumper trimming
Black plated stainless hardware used on all visible fasteners
Uprights are pre-drilled for mounting pit bars or additional lights
Cross bar pre-drilled for mounting lights, siren or speaker

Item#	Approx. Quantity	Unit	Description					
1		Each	Push Bar	MFG	Ford	Chevrolet	Dodge	SUV/Truck
			AA-Advanced Comm		$274.74	$274.74	$274.74	$ 372.78
			AE - Higher Power Solutions	Setina PB-400L				
			AG - Federal Signal Corporation	PBX05 w/light channel	$195.00			
			AK - New Mexico Emergency products, LLC	No Bid				
			AN - West Mesa Auto Craft	Sedan 2 Lights	$281.37	$281.37	$281.37	$ 356.69
				Sedan 4 Lights	$291.37	$291.37	$291.37	$ 366.69
			AO - Wireless Advanced Communications	Westin	$290.00	$290.00	$290.00	$ 290.00

2		Discount	Disc off parts catalog or list price for related accessories pertaining to push bars	MFG	Disc
			AA-Advanced Comm		5%
			AE - Higher Power Solutions		20%
			AG - Federal Signal Corporation		40%
			AK - New Mexico Emergency products, LLC	Setina	20%
				Go Rhino	20%
				Federal Signal	25%
			AN - West Mesa Auto Craft	Whelen Engineering	38%
				Code 3	30%
				Feniex	25%
				Brooking Industries	20%
				Able 2/Sho-Me	30%
				Rigid Industries	15%
				Jotto-except Kodiak	15%
				Havis	18%
				Premier Mounting Solutions	25%
				Setina-except PB450 & PB550	20%
				Go Rhino	25%
				Pro-Gard Products	15%
				Truck Vault	10%
				Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%
			AO-Wireless Advanced Communications	Westin	25%

3		Hourly	Labor/repair & installation cost per hour	Price	
			AA-Advanced Comm	$ 95.00	
			AE-Higher Power Solutions	$ 65.00	
			Federal Signal Corporation	No Bid	
			AK-New Mexico Emergency products, LLC	No Bid	
			AN-West Mesa Auto Craft	$ 50.00	
			AO-Wireless Advanced Communications	$ 85.00	

ACTION SHEET QUALITY OF LIFE MEETING OF 9/1/2021
ISSUE NO. 7b Request for Approval of FY22 Supplemental Police Vehicle Purchase Request in the Total Amount of $228.332.55 for the Vehicles, Equipment, and Labor Cost associated with each Vehicle. (Ben Valdez, Deputy Chief of Police bpvaldez@santafenm.gov, 505-955-5040) **Committee Review:** Finance Committee: 08/30/21 Quality of Life Committee: 09/01/21 Governing Body Committee: 09/08/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/8/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc., in the Total Amount of $5,481,937.15 for 5 years for providing body worn cameras, in-car cameras, interview room cameras, less lethal taser devices, empathy training devices, and all associated equipment and software to manage the provided devices. In addition to the equipment, digital media evidence management cloud services will be provided. The Equipment and Services are to increase Quality and Reliability of Digital Evidence, Efficiency, Accountability, and Officer and Public Safety (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

1) Request for Approval of Budget Amendment Resolution

Committee	**Review:**
Finance Committee:	08/30/21
Quality of Life Committee:	09/01/21
Governing Body: 09/08/21	

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
Directions to Staff

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **August 18, 2021**

TO: **Governing Body**
Quality of Life Committee
Finance Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Director
Andrew Padilla, Chief of Police (8/18/21)

FROM: **Ben Valdez, Deputy Chief of Police** BV DC 8/18/21

ITEM AND ISSUE:
In order to increase quality and reliability of digital evidence, efficiency, accountability, and officer and public safety, request for the Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc. for providing equipment and services. Total Amount for 5 years is $5,481,937.15 for providing body worn cameras, in-car cameras, interview room cameras, less lethal taser devices, empathy training devices and all associated equipment and software to manage the provided devices. In addition to the equipment, digital media evidence management cloud services will be provided. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

The Santa Fe Police Department has been utilizing in car video cameras since the late 1990s and began using body worn cameras in 2016. On September 20, 2020, Senate Bill 8 required all law enforcement agencies in the state of New Mexico to use body worn cameras and provided additional provisions for the amount of time digital media is maintained.

The current body worn camera and in car-camera devices are inadequate and in immediate need of replacement due to substandard recording quality, lack of a robust video management software, and other operational deficiencies with the equipment.

In an independent audit of the Department's Evidence Unit by SCS Northwest Consulting Services, LLC, the consultant noted our Evidence Staff at the time collectively conducted at least 80 man hours per week fulfilling Inspection of Public Records Act (IPRA) and Discovery requests per week. The consultant stated, *"This forces the Evidence Unit to get more behind every week in Case Reviews, purging and other evidence management."* A recommendation in the audit summary stated that the Department needs a reputable software system to better manage these requests and produce them in a timely manner. The consultant added, *"This will allow more time on managing property and evidence rather than handling digital evidence requests. Evidence.com (Axon) is an option that should be highly considered. The time savings alone would pay for itself in a short period of time."* The consultant also wrote in his summary, *"The requests in this area will continue to grow, and better systems and practices need to be implemented as soon as possible. The property and evidence functions are suffering due to the time now required to physically produce CDs of body and car camera videos, as well as other digital evidence."* (**SCS Northwest Consulting Services, LLC -** Review Summary of the Santa Fe Police Department Evidence Unit, January 3, 2020)

The Department conducted a test and evaluation of Axon products and is confident in the equipment and service that the vendor can provide. Axon products are in use with numerous law enforcement agencies in New Mexico including the Albuquerque Police Department, Rio Rancho Police Department, Town of Bernalillo Police Department, Sandoval County Sheriff's Office, Las Cruces Police Department, Espanola Police Department, Rio Arriba County Sheriff's Office, Taos Police Department, Taos County Sheriff's Office and additional smaller agencies. Larger agencies nationwide include Los Angeles Police Department, New York Police Department, Seattle Police Department, Denver Police Department, Phoenix Police Department, Dallas Police Department, Chicago Police Department, Cincinnati Police Department, Virginia Beach Police Department, Las Vegas Metropolitan Police Department, Washington D.C. Metropolitan Police Department, U.S. Customs & Border Protection Agency and numerous additional agencies.

The equipment works as a system and allows accountability, transparency, durability and efficiency in comparison to the current systems being used. The equipment is provided as part of a complete service, so in the event of damage or failure it is replaced by the vendor in short order. In addition, the equipment includes a refresh that occurs halfway through the service contract.

The digital media management software is secured via cloud based storage with numerous features. One key feature is the ability it would give the Department to fulfill Inspection of Public Records Act and Discovery Requests from the District Attorney's Office in a timely manner with high quality evidence. Once video recordings are complete, they are uploaded to the cloud from the patrol vehicle's modem, negating the need to dock the camera or park a patrol vehicle in the Department parking lot to upload the videos. Videos are easily sorted within the software, linking video recordings from police cameras to call events, and easily tagged to the issued officer. Protected items permissible by IPRA can be redacted with the integrated software tools. An additional resource is members of the public can submit their digital evidence via a link provided by the officer and immediately begin the chain of custody for evidence.

The management software will improve efficiency of our workforce, saving countless hours our Evidence staff spends locating, sorting, downloading and delivering digital media evidence. The current method is extremely time consuming and prone to human error. Digital media can be stored a number of ways currently which complicates the process and stores evidentiary media in "silos", requiring staff to go to different locations to collect all the required files. For example, CD-R discs, thumb drives, or hard drives are mediums on which digital files are currently submitted. Each device is stored in a separate manner and requires a staff member to physically retrieve the device from its respective storage location. In addition, it is then downloaded and copied. All of these laborious steps increase potential for error. With Axon Evidence, there is no limitation to the size of the file as the storage is a secured cloud storage and can be easily shared via a link. The actions taken to share the media is also logged for tracking and accountability.

The current body worn camera and in-car camera have experienced operational failures to include;

- not capturing events during a critical incident due to record button and button to end recording being the same function.
- not capturing events during a critical incident due to camera lens being out of focus or audio functionality of camera not capturing audio of event as a result of wear/damage.
- tethered camera head consistently dislodges from officer's uniform during physical activity such as running, apprehending a fleeing individual and during use of force incidents.
- recorded videos requiring to be recovered from server due to technical errors.

The operational failures have shaken the confidence our staff have in the equipment that it will properly operate and capture critical data during events required to be recorded by State Law. This causes concern for liability for both the employee and Department if an event is not captured due to failure in the equipment currently being fielded.

Axon's Officer Safety Plan 7+ is a comprehensive package that includes body worn cameras for all sworn personnel and civilian field personnel. In addition, Special Operations teams will also be issued a helmet-mounted camera that provides a clear vantage point during critical incidents. Included in the package is installation of the Fleet 3 Camera system on all Department vehicles. In addition, sworn personnel are issued a Taser 7 less lethal device. The aforementioned systems can all be connected and communicate with each other. For example, if an officer arrives to an incident where an officer on scene has their in-car or body worn camera engaged, the Axon body worn and in-car camera will automatically engage. This ensures personnel are not delayed in their response while they stop to confirm their video recording device is engaged (as they often are with our current system). It also ensures that video is always available on every incident, which is not always the case currently due to cameras not being properly engaged to record in dynamic situations. Importantly, when an Axon body worn camera or in-car camera is actively recording, a supervisor can view the live video stream and be provided a GPS location for the Department staff member. This function assists greatly with long-term critical incident management and allows for a common operating picture to be developed between personnel in the field and the incident commander, resulting in better public safety outcomes in the field.

Above listed equipment and interview room recorders are all managed by Axon Evidence. This allows recordings and digital media files to be tagged and organized together, vastly improving the manner we fulfill requests by way of Discovery or IPRA. Axon Evidence also monitors the health of each device and sends an automatic message to Axon and to the equipment manager when it is in need of replacement or is malfunctioning.

Finally, the resources provided by Axon also includes Virtual Reality Empathy training where Department staff can work through real-life scenarios and hone their de-escalation techniques. This training is invaluable and essential to the current challenges law enforcement officers face each day when assisting people in crisis.

The total cost of the service contract is $5,481,937.15 for (5) years of service. This includes a discount of $680,700.08 being offered by Axon to assist with getting our Department trained and equipped. By bundling the equipment and services in a single package, we save $1,730,189.44 versus purchasing the equipment and services separately. Each year will cost $1,087,965.03 for this service to be provided.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement [AXON] # 80-000-18-00048AF which expires on January 31, 2022.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Police Administration GF /1000310
Munis Object Name/Number: Inventory Exempt/572400

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Axon Enterprise, Inc.

Procurement Title: Police Digital Media Equipment and Evidence Managemant Software

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 Police Department Staff Name Ben Valdez, Deputy Chief of Police

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:

Ben Valdez	Deputy Chief of Police	8/19/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Aug 23, 2021 09:41 MDT)	Chief Procurement Officer	Aug 23, 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 # **3202931**

Contractor: **Axon Enterprise, Inc.**

Description: **Body worn, in-car and interview room cameras. Less lethal taser devices and associated equipment/software to manage devices and digital evidence.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon approval** Term End Date: **5 years after approval**

☐ 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)

3. **Procurement History:** **New contract.**

Fran Delaway (Aug 23, 2021 09:41 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Use of NM SWPA AXON - Body Cameras/equipment & maintenance agreement.

4. **Funding Source:** **General Fund / Police Administration** **Org / Object:** **1000310/572400**

Andy Hopkins (Aug 20, 2021 11:55 MDT) Aug 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Ben Valdez, Deputy Chief** Phone # **505-955-5040**

Email: **bpvaldez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Police / Operations	8/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Police Operations - Salaries	1000067	500110			(66,229)
Police Operations - FICA	1000067	503100			(960)
Police Operations - PERA	1000067	503150			(18,577)
Police Operations - Employee Health	1000067	503200			(11,420)
Police Operations - Retiree Health Care	1000067	503250			(1,656)
Police Operations - Employee Dental	1000067	503400			(466)
Police Operations - Salaries	1000065	500110			(132,459)
Police Operations - FICA	1000065	503100			(1,921)
Police Operations - PERA	1000065	503150			(37,155)
Police Operations - Employee Health	1000065	503200			(22,839)
Police Operations - Retiree Health Care	1000065	503250			(3,311)
Police Operations - Employee Dental	1000065	503400			(931)
Police Administration - Inventory Exempt Equipment	1000310	572400		1,200,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,200,000	$ (297,924)

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

Appropriation for Police body cameras. Funding provided from the following sources: 1) a freeze on 3 vacant Police positions: a) Police Detective, MUNIS pos # 210250, b) Senior Police Officer, MUNIS pos # 210401, and c) Senior Police Officer, MUNIS pos # 210404 (totaling $297,924 in vacancy savings from keeping these 3 positions frozen throughout FY22); and 2) use of $902,076 in General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates.

See attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(902,076)
TOTAL:	**(902,076)**

Andy Hopkins — 8/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

A. Padilla (Aug 25, 2021 09:48 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Aug 25, 2021 09:54 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Santa Fe Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (**"Subscription Term"**).

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed $5,481,937.15. This amount is a maximum. 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.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are**

exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables (**"SOW"**). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees (**"Agency Indemnitees"**) against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP

indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. This Agreement may also be terminated by the Agency upon 30 days written notice to the Axon.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General**.

19.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 New Mexico Tort Claims Act. Any liability incurred by the AGENCY 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 AGENCY 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.

19.12 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Santa Fe Police Department
Attn: Ben Valdez, Deputy Chief of Police
2515 Camino Entrada
Santa Fe, NM 87507-4808
bpvaldez@santafenm.gov

19.13 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. This agreement incorporate the additional terms and conditions between Agency and Axon.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

City of Santa Fe:

_____
Alan Webber, Mayor

Date:_____

Attest:

_____
Kristine Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Aug 19, 2021 08:29 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

AXON:
DocuSigned by:
55DAEBB131A4424...
Name & Title Bobby Driscoll
VP, Assoc. General Counsel

Date: 8/19/2021 | 11:11 AM MST

Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud

Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

6 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. (**"Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use

of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received

by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

9.2 Axon will not and has no obligation to provide the Upgrade Models.

9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **CradlePoint**. If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

3 **Third-party Installer**. If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.

4 **Wireless Offload Software.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both

offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

6 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option (**"Axon Fleet Upgrade"**). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

7 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

7.1 Axon Fleet Unlimited coverage terminates, and no refunds will be given.

7.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

7.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware**. The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

5 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- **3.2** reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- **3.3** copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- **3.4** use trade secret information contained in Virtual Reality Content;
- **3.5** resell, rent, loan or sublicense Virtual Reality Content;
- **3.6** access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- **3.7** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

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Scottsdale, Arizona 85255
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Q-331287-44421.810AS

Issued: 08/13/2021
Quote Expiration: 09/01/2021
EST Contract Start Date: 10/01/2021
Account Number: 106844
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-2515 Camino Entrada 2515 Camino Entrada Santa Fe, NM 87507-4808 USA	Santa Fe Police Dept. - NM 2515 Camino Entrada Santa Fe, NM 87507-4808 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Phone: Email: asliper@axon.com Fax:	Sean Strahon Phone: (505) 955-5080 Email: sfstrahon@santafenm.gov Fax: (505) 955-5052

Program Length	60 Months
TOTAL COST	**$5,481,937.15**
ESTIMATED TOTAL W/ TAX	**$5,481,937.15**

Bundle Savings	$1,730,189.44
Additional Savings	$680,700.08
TOTAL SAVINGS	**$2,116,189.44**

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	$1,087,965.03
Year 2	Sep, 2022	$1,087,965.03
Year 3	Sep, 2023	$1,087,965.03
Year 4	Sep, 2024	$1,087,965.03
Year 5	Sep, 2025	$1,087,965.03

BILLED ON FULFILLMENT		
PLAN NAME	**INVOICE DATE**	**AMOUNT DUE**
None	As Fulfilled	$40,000.00

Quote Details

Bundle Summary		
Item	**Description**	**QTY**
OSP7+Premium	2021 - OFFICER SAFETY PLAN 7 PLUS Premium	193
AB3C	AB3 Camera Bundle	193
AB3MBD	AB3 Multi Bay Dock Bundle	22
Flex2C	Flex 2 Camera Bundle	45
Flex2MBD	Flex 2 Multi-Bay Dock Bundle	2
BWCamTAP	Body Worn Camera TAP Bundle	45
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2
Fleet3A	Fleet 3 Advanced	240
DynamicBundle	Dynamic Bundle	1

Individual Items USD							
Category	**Item**	**Description**	**QTY**	**List Unit Price**	**Discount**	**Net Unit Price**	**Total(USD)**
Other	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2	$1,750.00	0.00%	$1,750.00	$3,500.00
Other	50037	(DEPR) AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE	4	$1,500.00	0.00%	$1,500.00	$6,000.00
Other	50448	EXT WARRANTY, INTERVIEW ROOM	4	$1,059.38	0.00%	$1,059.38	$4,237.52
Other	85055	AXON FULL SERVICE	1	$17,000.00	0.00%	$17,000.00	$17,000.00
Other	85014	AXON 1-DAY SERVICE	1	$2,000.00	0.00%	$2,000.00	$2,000.00
Other	85014	AXON 1-DAY SERVICE	1	$2,000.00	0.00%	$2,000.00	$2,000.00
Other	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	$17,000.00	0.00%	$17,000.00	$17,000.00
Other	11609	SMART WEAPON TRANSITION SERVICE	1	$2,000.00	0.00%	$2,000.00	$2,000.00
Other	85170	INTERVIEW ROOM, INSTALL AND SETUP	4	$2,500.00	0.00%	$2,500.00	$10,000.00
Other	50043	AXON STREAMING SERVER MAINTENANCE	2	$1,750.20	20.00%	$1,400.16	$2,800.32

		(PER SERVER)					
Other	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	4	$1,500.00	20.00%	$1,200.00	$4,800.00

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS Premium	Quantity: 193	Start: 10/1/2021	End: 9/30/2026	Total: 2381619.91 USD			
Category	**Item**	**Description**	**QTY**	**List Unit Price**	**Discount**	**Net Unit Price**	**Total(USD)**
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	191	$59.22	25.98%	$59.22	$11,310.35
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2	$59.22	25.98%	$59.22	$118.43
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4	$555.15	25.98%	$555.15	$2,220.62
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	193	$222.06	100.00%	$0.00	$0.00
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	579	$28.13	25.98%	$28.13	$16,286.01
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	579	$28.13	25.98%	$28.13	$16,286.01
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	193	$1,273.15	25.98%	$1,273.15	$245,718.81
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$36.27	25.98%	$36.27	$1,813.50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$36.27	25.98%	$36.27	$1,813.50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	2	$222.06	25.98%	$222.06	$444.12
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	$111.03	25.98%	$111.03	$333.09
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6	$1,273.15	25.98%	$1,273.15	$7,638.93
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	$55.52	25.98%	$55.52	$166.55
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$28.13	86.32%	$5.20	$2,007.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$28.13	25.98%	$28.13	$10,857.34
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	231	$63.66	25.98%	$63.66	$14,704.93
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$1,106.61	25.98%	$1,106.61	$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$1,106.61	25.98%	$1,106.61	$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$1,106.61	25.98%	$1,106.61	$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$1,106.61	25.98%	$1,106.61	$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$1,106.61	25.98%	$1,106.61	$1,106.61
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	$28.13	25.98%	$28.13	$10,857.34
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	$28.13	25.98%	$28.13	$10,857.34
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$277.58	25.98%	$277.58	$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$277.58	25.98%	$277.58	$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$277.58	25.98%	$277.58	$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$277.58	25.98%	$277.58	$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$277.58	25.98%	$277.58	$555.15
Docks	74200	TASER 7 6-BAY DOCK AND CORE	2	$1,110.31	25.98%	$1,110.31	$2,220.62
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$32.50	25.98%	$32.50	$64.99
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$7.74	25.98%	$7.74	$15.47
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	193	$111.03	25.98%	$111.03	$21,428.97

E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	193	$1,732.08	100.00%	$0.00	$0.00
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	1	$222.06	25.98%	$222.06	$222.06
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	193	$1,065.90	25.98%	$1,065.90	$205,718.08
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5790	$17.76	25.98%	$17.76	$102,859.04
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	193	$843.83	25.98%	$843.83	$162,860.14
Records	73681	AXON RECORDS FULL	193	$1,287.96	25.98%	$1,287.96	$248,576.01
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	193	$399.71	25.98%	$399.71	$77,144.28
Redaction	73478	REDACTION ASSISTANT USER LICENSE	193	$399.71	25.98%	$399.71	$77,144.28
Auto Tagging	73682	AUTO TAGGING LICENSE	193	$399.71	25.98%	$399.71	$77,144.28
Performance	73739	PERFORMANCE LICENSE	193	$399.71	25.98%	$399.71	$77,144.28
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	193	$888.25	25.98%	$888.25	$171,431.73
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	193	$406.37	25.98%	$406.37	$78,430.02
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$1,480.41	25.98%	$1,480.41	$1,480.41
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	193	$184.31	25.98%	$184.31	$35,572.08
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	386	$0.74	25.98%	$0.74	$285.72
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	193	$518.29	25.98%	$518.29	$100,030.41
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	199	$558.86	25.98%	$558.86	$111,212.26
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	199	$584.76	25.98%	$584.76	$116,367.80
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22	$932.66	25.98%	$932.66	$20,518.51
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	22	$1,191.73	25.98%	$1,191.73	$26,218.10
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	22	$1,247.25	25.98%	$1,247.25	$27,439.44
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	193	$555.15	25.98%	$555.15	$107,144.83
VR Headset	20378	HTC FOCUS 3 VR HEADSET	8	$962.27	25.98%	$962.27	$7,698.14
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	6	$518.29	25.98%	$518.29	$3,109.75
Other	80395	EXT WARRANTY, TASER 7 HANDLE	193	$226.69	25.98%	$226.69	$43,750.81
Other	80395	EXT WARRANTY, TASER 7 HANDLE	6	$226.69	25.98%	$226.69	$1,360.13
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	$15.23	25.98%	$15.23	$3,518.92
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$226.69	25.98%	$226.69	$453.38
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	2	$148.04	25.98%	$148.04	$296.08
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	2	$377.51	25.98%	$377.51	$755.01
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2	$629.18	25.98%	$629.18	$1,258.35
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2	$37.01	25.98%	$37.01	$74.02
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4	$44.41	25.98%	$44.41	$177.65

CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4	$44.41	25.98%	$44.41	$177.65

Bundle: AB3 Camera Bundle Quantity: 193 Start: 10/1/2021 End: 9/30/2026 Total: 134907 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	193	$699.00	0.00%	$699.00	$134,907.00
Spare Camera	73202	AXON BODY 3 - NA10	6	$0.00	0.00%	$0.00	$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	193	$0.00	0.00%	$0.00	$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	193	$0.00	0.00%	$0.00	$0.00
Spare Mounts	74028	WING CLIP MOUNT, AXON RAPIDLOCK	19	$0.00	0.00%	$0.00	$0.00
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6	$0.00	0.00%	$0.00	$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 22 Start: 10/1/2021 End: 9/30/2026 Total: 33855.8 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	22	$1,495.00	0.00%	$1,495.00	$32,890.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	22	$0.00	0.00%	$0.00	$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	22	$43.90	0.00%	$43.90	$965.80

Bundle: Flex 2 Camera Bundle Quantity: 45 Start: 10/1/2021 End: 9/30/2026 Total: 61732.32 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Camera	11528	FLEX 2 CAMERA, (ONLINE)	45	$470.00	0.00%	$470.00	$21,150.00
Spare Camera	11528	FLEX 2 CAMERA, (ONLINE)	1	$0.00	0.00%	$0.00	$0.00
Components	11532	FLEX 2 CONTROLLER	45	$262.00	0.00%	$262.00	$11,790.00
Camera Mounts	11546	EPAULETTE MOUNT, FLEX 2	45	$0.00	0.00%	$0.00	$0.00
Cables	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	45	$0.00	0.00%	$0.00	$0.00
Spare Mounts	11546	EPAULETTE MOUNT, FLEX 2	4	$0.00	0.00%	$0.00	$0.00
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	1	$0.00	0.00%	$0.00	$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	45	$0.00	0.00%	$0.00	$0.00
Spare Components	11532	FLEX 2 CONTROLLER	1	$0.00	0.00%	$0.00	$0.00
Other	80489	EXT WARRANTY, FLEX 2 CAMERA	45	$625.92	0.00%	$625.92	$28,166.40
Other	80489	EXT WARRANTY, FLEX 2 CAMERA	1	$625.92	0.00%	$625.92	$625.92

Bundle: Flex 2 Multi-Bay Dock Bundle	Quantity: 2	Start: 10/1/2021	End: 9/30/2026	Total: 5325.8 USD			
Category	**Item**	**Description**	**QTY**	**List Unit Price**	**Discount**	**Net Unit Price**	**Total(USD)**
Dock	11537	DOCK, FLEX 2, 6-BAY + CORE	2	$1,563.00	0.00%	$1,563.00	$3,126.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$0.00	0.00%	$0.00	$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$43.90	0.00%	$43.90	$87.80
Other	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2	$1,056.00	0.00%	$1,056.00	$2,112.00

Bundle: Body Worn Camera TAP Bundle	Quantity: 45	Start: 10/1/2021	End: 9/30/2026	Total: 75600 USD			
Category	**Item**	**Description**	**QTY**	**List Unit Price**	**Discount**	**Net Unit Price**	**Total(USD)**
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	46	$803.12	-6.37%	$803.12	$36,943.69
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	46	$840.35	-6.37%	$840.35	$38,656.31

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle	Quantity: 2	Start: 10/1/2021	End: 9/30/2026	Total: 2560.77 USD			
Category	**Item**	**Description**	**QTY**	**List Unit Price**	**Discount**	**Net Unit Price**	**Total(USD)**
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	$864.86	46.28%	$864.86	$1,729.71
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	$905.14	46.28%	$905.14	$1,810.29

Bundle: Fleet 3 Advanced	Quantity: 240	Start: 10/1/2021	End: 9/30/2026	Total: 2702399.98 USD			
Category	**Item**	**Description**	**QTY**	**List Unit Price**	**Discount**	**Net Unit Price**	**Total(USD)**
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	480	$882.77	73.26%	$272.77	$130,931.05
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	240	$1,038.56	13.45%	$1,038.56	$249,253.56
ALPR License	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	240	$2,544.46	13.45%	$2,544.46	$610,671.22
Respond License	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	240	$778.92	13.45%	$778.92	$186,940.17
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	240	$2,081.44	13.45%	$2,081.44	$499,545.68
SIM	72034	FLEET SIM, VZW	240	$12.98	13.45%	$12.98	$3,115.67
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	240	$21.64	13.45%	$21.64	$5,192.78

Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	240	$1,038.56	13.45%	$1,038.56	$249,253.56
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	240	$2,345.41	13.45%	$2,345.41	$562,897.62
Axon Signal Unit	70112	AXON SIGNAL UNIT	240	$241.46	13.45%	$241.46	$57,951.45
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	240	$21.64	13.45%	$21.64	$5,192.78
Spare Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	$2,081.44	13.45%	$2,081.44	$16,651.52
Spare Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	8	$2,345.41	13.45%	$2,345.41	$18,763.25
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	240	$379.97	13.45%	$379.97	$91,193.57
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	240	$49.19	13.45%	$49.19	$11,806.31
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	$379.97	13.45%	$379.97	$3,039.79

Bundle: Dynamic Bundle Quantity: 1 Start: 10/1/2021 End: 9/30/2026 Total: 11618.5 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	74056	WALL MOUNT	4	$64.00	0.00%	$64.00	$256.00
Other	50298	AXIS P3245-LV NETWORK CAMERA	5	$796.00	0.00%	$796.00	$3,980.00
Other	50118	LOUROE MICROPHONE	5	$196.50	0.00%	$196.50	$982.50
Other	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	4	$1,600.00	0.00%	$1,600.00	$6,400.00

Hardware

Requested Ship Date	Item	Description	QTY
09/01/2021	50448	EXT WARRANTY, INTERVIEW ROOM	4
09/01/2021	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2
09/01/2021	80489	EXT WARRANTY, FLEX 2 CAMERA	1
09/01/2021	80489	EXT WARRANTY, FLEX 2 CAMERA	45
09/01/2021	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	4
09/01/2021	50118	LOUROE MICROPHONE	5
09/01/2021	50298	AXIS P3245-LV NETWORK CAMERA	5
09/01/2021	74056	WALL MOUNT	4
09/01/2021	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8
09/01/2021	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	240
09/01/2021	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	240
09/01/2021	72036	FLEET 3 STANDARD 2 CAMERA KIT	8
09/01/2021	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	240
09/01/2021	70112	AXON SIGNAL UNIT	240
09/01/2021	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	240
09/01/2021	72034	FLEET SIM, VZW	240

09/01/2021	72036	FLEET 3 STANDARD 2 CAMERA KIT	240
09/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
09/01/2021	11537	DOCK, FLEX 2, 6-BAY + CORE	2
09/01/2021	11532	FLEX 2 CONTROLLER	1
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	45
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	1
09/01/2021	11546	EPAULETTE MOUNT, FLEX 2	4
09/01/2021	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	45
09/01/2021	11546	EPAULETTE MOUNT, FLEX 2	45
09/01/2021	11532	FLEX 2 CONTROLLER	45
09/01/2021	11528	FLEX 2 CAMERA, (ONLINE)	1
09/01/2021	11528	FLEX 2 CAMERA, (ONLINE)	45
09/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	22
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	22
09/01/2021	74210	AXON BODY 3 - 8 BAY DOCK	22
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6
09/01/2021	74028	WING CLIP MOUNT, AXON RAPIDLOCK	19
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	193
09/01/2021	74028	WING CLIP MOUNT, AXON RAPIDLOCK	193
09/01/2021	73202	AXON BODY 3 - NA10	6
09/01/2021	73202	AXON BODY 3 - NA10	193
09/01/2021	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4
09/01/2021	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4
09/01/2021	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2
09/01/2021	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2
09/01/2021	20298	VR-ENABLED GLOCK 17 CONTROLLER	2
09/01/2021	20188	VR CONTROLLER KIT PELICAN CASE	2
09/01/2021	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2
09/01/2021	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231
09/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	6
09/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	193
09/01/2021	80464	EXT WARRANTY, CAMERA (TAP)	6
09/01/2021	20378	HTC FOCUS 3 VR HEADSET	8
09/01/2021	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22
09/01/2021	80464	EXT WARRANTY, CAMERA (TAP)	193
09/01/2021	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	386
09/01/2021	75015	SIGNAL SIDEARM KIT	193
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
09/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2

09/01/2021	74200	TASER 7 6-BAY DOCK AND CORE	2
09/01/2021	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386
09/01/2021	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386
09/01/2021	20018	TASER 7 BATTERY PACK, TACTICAL	231
09/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2021	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	191
09/01/2021	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2
09/01/2021	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4
09/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	579
09/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	579
09/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	193
09/01/2021	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
09/01/2021	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
09/01/2021	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3
09/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6
09/01/2021	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3
09/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2023	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386
09/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2023	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386
09/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

DocuSign Envelope ID: 08F1DB74-6CD2-4E3E-A96D-ED4973D8A4B8

Exceptions to Standard Terms and Conditions

This is a budgetary quote only. This quote contains hardware, software, and estimated installation costs. A review by an Axon engineer and the creation of a Statement of Work must be completed to determine the exact requirements for the agency to implement a Fleet program. This quote is subject to change based on the information gathered from the review outlined above.

Signature	Date Signed
8/13/2021	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Axon Enterprise, 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.
17800 North 85th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Scottsdale, AZ 85255

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 6 - 0 7 4 1 2 2 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/2/2021

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.*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 08/17/2021

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A:	Scottsdale Indemnity Company	15580
	INSURER B:	Navigators Insurance Co	42307
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570088862262 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GNI0000018	03/01/2021	03/01/2022	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			GL excluding Products			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X see Prod Liab info att'd			SIR applies per policy terms & conditions			MED EXP (Any one person)	$50,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER Xcl Prod/Comp Ops						Per Occ. SIR	$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			GUI0000004	03/01/2021	03/01/2022	EACH OCCURRENCE	$9,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			Commercial Umbrella			AGGREGATE	$9,000,000
	DED X RETENTION			SIR applies per policy terms & conditions				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N/A						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

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

The City of Santa Fe is included as Additional Insured in accordance with the policy provisions of the General Liability and Excess Liability policies.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504-0909 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570088862262

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AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER: See Certificate Numbe 570088862262	
CARRIER: See Certificate Numbe 570088862262 / NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
B				IS21EXC744358IV XSLiab-$15x$10GL/$1sir-x	03/01/2021	03/01/2022	Aggregate	$10,000,000
							Each Occurrence	$10,000,000

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AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER	
See Certificate Numbe 570088862262	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Numbe 570088862262	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
2/1/2021 - 2/1/2022:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
Lexington Insurance Company - Products Liability
Occurrence Coverage Form
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

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ACTION SHEET
QUALITY OF LIFE MEETING OF 9/1/2021

ISSUE NO. 7c

Request for Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc., in the Total Amount of $5,481,937.15 for 5 years for providing body worn cameras, in-car cameras, interview room cameras, less lethal taser devices, empathy training devices, and all associated equipment and software to manage the provided devices. In addition to the equipment, digital media evidence management cloud services will be provided. The Equipment and Services are to increase Quality and Reliability of Digital Evidence, Efficiency, Accountability, and Officer and Public Safety (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

1) Request for Approval of Budget Amendment Resolution

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body: 09/08/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Villarreal for discussion. Approved unanimously to forward to 9/8/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for Approval to use Cooperative Agreement #042016-WEX, (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the Purchase of Fuel for the Police Department Fleet, in the Total Estimated Amount of $2,100,000.00. (Benjamin Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee	**Review:**
Finance Committee:	08/30/21
Quality of Life Committee:	09/01/21
Governing Body Committee:	09/08/21

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: August 16, 2021

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (8-19-21)

FROM: Benjamin Valdez, Deputy Chief of Police 8/16/21

ITEM AND ISSUE:
Request for approval to utilize Cooperative Agreement #042016-WEX, (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the purchase of fuel for the Police Department Fleet. In the total estimated amount of $2,100,000. (Benjamin Valdez, bpvaldez@santafenm.gov, 955-5040)

BACKGROUND AND SUMMARY:
This four year contract was approved on consent at the September 9, 2020 Governing Body Meeting however, the amount listed on the memo and caption was for the FY21 budgeted amount only and not the estimated total amount of the full contract. We have amended the memo/caption for agendas and are taking it back through committees/Governing Body for approval of the total estimated amount of $2,100,000 for the four year contract.

The Santa Fe Police Department has participated in the use of fleet fuel cards for five years now. WEX provides the use of fuel cards throughout the State of New Mexico, it allows for our officers to fuel in multiple locations throughout the City of Santa Fe and surrounding areas if necessary. This agreement also provides an additional discounted price of about 8% if payment is received in full within five (5) calendar days of the billing date on invoice.

Each employee with the Police Department who is authorized to use a fleet vehicle is issued a fuel card. Each card is tracked for usage of fuel to ensure compliance with the POA Union Contract and Police Policies.

The requirements under the purchasing manual require that we bring the Cooperative Agreement with WEX forward to Committees and Governing Body for approval as purchases would be over $60,000.

PROCUREMENT METHOD:
The procurement method is the Cooperative Agreement # 042016-Wex.

CONTRACT NUMBER:
The Munis contract number is 3202021.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev) /2230310
Munis Object Name/Number: Gasoline/531000

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WEX Bank

Procurement Title: Fuel Purchase with Cooperative Agreement

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

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

Department Requesting Police Department Staff Name AnnaMarie Bowen

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 **(Request for Waiver of Insurance attached)**
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

AnnaMarie Bowen	Fiscal Administrator	8/16/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 09:47 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202021**

Contractor: **WEX Bank**

Description: **Provides the use of fleet fuel cards for the Santa Fe Police Department.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **07/01/21** Term End Date: **06/30/24**

☑ Approved by Council Date: **09/09/20**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: The total est. amount of 4 year contract, original only had FY21 budget amount listed.

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Munis Contract # 3200794 (Previous Agreement)

Current Contract # 3202021 fully executed on 9/9/20 Governing Body meeting. Memo presented only listed the FY21 budget amount, taking back to Governing Body for approval of the total estimated cost of four year contract; utilizing same Cooperative Agreement.

3. Procurement History: **Contract for 4 years utilizing Sourcewell Price Agreement w/WEX**

Fran Dreaway (Aug 23, 2021 09:47 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Use of Cooperative Agreement/Sourcewell.

4. Funding Source: **223 Law Enforcement (Special Rev)** Org / Object: **2230310/531000**

Andy Hopkins (Aug 20, 2021 11:50 MDT) Aug 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **AnnaMarie Bowen** Phone #**955-5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

REQUEST FOR WAIVER OF INSURANCE

Date: 07/13/21 **Division/department:** Police Department

Project manager: AnnaMarie Bowen **Phone:** 505-955-5122

Requested for (contractor name): WEX Bank

☐ General liability ☐ Auto liability ☐ Professional liability

☐ Workers compensation (Mandatory unless sole proprietor) ☐ Other insurance

Scope of services: Creditor provides the use of fleet fuel cards for Police Department.

Why the request for waiver: Vendor does not set foot on premises.

Division evaluation of risk:

What is the term and annual dollar amount of the contract:	(4) year (2,000,000)	
Is our standard contract being used:	☑ Yes	☐ No
Was the contractor asked if they carry insurance:	☑ Yes	☐ No
Is there construction/demolition:	☐ Yes	☑ No
Is there potential for bodily injury or property damage:	☐ Yes	☑ No
Are crowds or children likely to be involved:	☐ Yes	☑ No
Will the contractor be working on site in the City:	☐ Yes	☑ No
Is the contractor a professional (licensed, certified):	☑ Yes	☐ No
Will the City rely on information to make future decisions:	☐ Yes	☑ No
Could poor, non-performance or the product cause loss:	☐ Yes	☑ No
Office of Risk Management recommendation:	☑ Yes	☐ No

Melanie Lovato

☑ Insurance Waiver Approved ☐ Insurance Waiver Not Approved

Jarel LaPan Hill
Jarel LaPan Hill (Aug 19, 2021 08:48 MDT)

Jarel LaPan Hill, City Manager

Aug 19, 2021

Date

DocuSign Envelope ID: 4A5CB381-FB76-4B11-ADD2-2A39D264F6CF

AMENDMENT #1
TO
CONTRACT #042016-WEX

THIS AMENDMENT is by and between **Sourcewell** and **WEX Bank** (Vendor).

Sourcewell awarded a contract to Vendor for Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services (Contract).

The parties agree to extend the Contract, which is set to expire on July 20, 2021, to satisfy the validated needs and requests of Sourcewell Members.

This Amendment is effective upon the date of the last signature below and has the effect of extending the Contract through November 17, 2021.

The Contract will not be extended again for additional time and that during the term of this extension Sourcewell will no longer market the Contract.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
1C0ED2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 7/19/2021 | 8:12 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E4288F8174A4CC...
Chad Coauette, Executive Director/CEO

Date: 7/19/2021 | 8:37 PM CDT

WEX Bank

DocuSigned by:
By: Tim Laukka
4C925804EDCD4AC...
Tim Laukka

Title: President

Date: 7/19/2021 | 4:05 PM CDT

APPROVED
By Andreea Richard at 3:19 pm, Jul 19, 2021

DocuSign Envelope ID: 375B16CE-E1A3-41F5-9227-A45E5132CA0F

Letter of Agreement
To Extend the Contract

Between

WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047

And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #042016-WEX) for the procurement of Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services. This Agreement has an expiration date of July 20, 2020, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 20, 2021. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

By: DocuSigned by: Jeremy Schwartz C0FD2A13ED004B9... , Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

Date 6/10/2019 | 5:07 PM CDT

WEX Bank

By: _____, Its: President/CEO

Name printed or typed: Tim Laukka

Date 6/5/19

APPROVED
By Eleanor Duffus at 10:07 am, Jun 05, 2019

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO

Kirk S. Weiler

VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler
(NAME PRINTED OR TYPED)

Executed on May 27 20 16

NJPA Contract # 042016-WEX

APPROVED
By AGennaro at 11:07 am, May 27, 2016

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: WEX Bank

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26/pg 24	Subcontractors	WEX cannot confirm that the insurance coverages of all its subcontractors meet the minimum requirements listed in the RFP for WEX. Depending on the type of work a subcontractor is doing, maintaining the same limits as WEX may not be appropriate.	See Clarification #1
7.1/pg 26	Purchase Orders	WEX does not utilize against Purchase Orders. As is done under the current agreement with NJPA, piggy back agreements or standalone agreements will be issued between WEX and any applicable NJPA Member.	NJPA Accepts
7.5/pg 27	Performance Bond	Performance Bonds are not typically and customarily required in our industry and as such we will not agree to provide any Performance Bonds.	NJPA Accepts
7.6/pg 28	NJPA Member Sign-up Procedure	WEX can facilitate potential members in establishing their membership with NJPA by directing the potential member to the NJPA website and/or providing NJPA contact information.	NJPA Accepts
7.8/pg 28	Audits	WEX would only allow NJPA to audit member information with proof that each member has granted NJPA permission to view its transaction/invoice data.	NJPA Accepts

Proposer's Signature: _____ **Date:** April 18, 2016

LEGAL 6/9/16 Date

NJPA's clarification on exceptions listed above:

NJPA Clarifications:

1. The subcontractors are subject to the minimum requirements as stated in 6.26. The limits may be changed based on the work if agreed upon between the Member and a specific subcontractor and/or Vendor at the PO level.

Contract Award
RFP 042016

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES

In compliance with the Request for Proposal (RFP) for FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: WEX Bank Date: April 13, 2016

Company Address: 7090 South Union Park Center, Suite 350

City: Midvale State: UT Zip: 84047

Contact Person: Denise Baumgart Title: Government Account Manager

Authorized Signature: Bernie Kavanagh, Contracting Agent
(Name printed or typed)

APPROVED AS TO FORM

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz

Chad Coauette

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO

Kirk S. Weiler

Kirk S. Weiler

Execution: May 27 20 16

NJPA Contract # 042016-WEX

APPROVED
By AGreenwald at 11:07 am, May 27, 2016

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwiseagreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: WEX Bank

Address: 7090 South Union Park Center, Suite 350

City/State/Zip: Midvale, UT 84047

Telephone Number: 888-842-0075

E-mail Address: Denise Baumgart, Government Account Manager: denise.baumgart@wexinc.com

Authorized Signature:

Authorized Name (printed): Bernie Kavanagh

Title: Contracting Agent

Date: April 13, 2016

Notarized

APPROVED AS TO FORM

Subscribed and sworn to before me this 13th day of April 20 16

Notary Public in and for the County of Cumberland State of Maine

My commission expires:

STEPHANIE E. WOOD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES 01/01/2021

Signature: Stephanie E. Wood

- Couch-Tard/Circle K (600 sites)
- Petroles Crevier (25 sites)
- XTR Energy/Gulf (153 sites)
- 7-Eleven (197 sites)
- EKO (125 sites)
- Wilsons Fuel (81 sites)
- Western Petroleum (76 sites)
- South West Fuels (60 sites)
- Centex Petroleum (50 sites)
- Hughes Petroleum (25 sites)

WEX has also entered into a definitive agreement to acquire Electronic Funds Source LLC (EFS). EFS provides customized corporate payment solutions for fleet and corporate customers with a focus on the large and mid-sized fleet segments. EFS has established a proprietary network of over 14,000 accepting locations in the U.S. and Canada for the over the road (OTR) fleet industry and services a diverse base of more than 17,000 customers

Not Scored

1.

Company Name, Address, City/State/Zip, Phone, Fax, Toll-Free, Email, Website

This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX's contact information is as follows:

WEX Bank	WEX Inc.
7090 South Union Park Center, Ste 350	97 Darling Avenue
Midvale, Utah 84047	South Portland, Maine 04106
(888) 842-0075	(800) 761-7181

WEX's web site is www.wexinc.com.

For the purposes of this RFP, the primary contact via email is current NJPA Government Account Manager Denise Baumgart. Her email address is denise.baumgart@wexinc.com.

Not Scored

2.

Authorized Signer for your organization: Name, Email, Phone (person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer)

Bernie Kavanagh, Contracting Agent for WEX Bank

E: bernie.kavanagh@wexinc.com

P: 207-523-7377

Not Scored

3.

Who prepared your RFP response: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

4.

Who is your company's primary contact for this proposal: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

Other important contact information: Name, Title, Email, Phone

N/A.

Score 0

3.

Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

N/A for the WEX fleet card program. We do offer leasing and financing options for WEX Telematics solutions.

Not Scored

4.

Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this

information is captured by WEX and provided to NJPA quarterly in summary format.

Not Scored

5.

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Not Applicable

10.

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

N/A

Not Scored

11.

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

N/A.

Not Scored

12.

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

N/A.

Not Scored

What are your proposed exchange and return programs and policies?

N/A.

Describe any service contract options for the items included in your proposal.

N/A.

15.

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all non-state government NJPA members' Monthly Retail Transactions based on the table below (the "Rebate").

Rebate Table – Non-State Members

Monthly Spend	Basis Points (Rebate Percentage) to member
$0+	100 basis points (1.00%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45

days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)
Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Requires enrollment in WEX Direct Debit program

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly

Retail Transactions

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. **WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).**

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or

credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars ($75.00), a minimum finance charge of seventy-five dollars ($75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars ($10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars ($10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request
General Research Fee	$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	$50.00 per occurrence
Over Credit Limit Fee	$5.00 per transaction or $100 flat fee per month[1]
Reactivation Fee	$50.00 per occurrence (max monthly fee of $50.00)
Truck Stop Fee	$3.00 per card swipe at a diesel pump[2]

Program Maintenance Charge	WAIVED
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

[1] You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.
[2] Actual charges to be applied to your account will be disclosed on your billing statement.

WEX FLEET CLEARVIEW PRICING
WEX Fleet ClearView is available to fleets for a per active card per month fee as follows:

1-999 cards: $0.80 per active card per month
1,000 to 9,999 cards: $0.60 per active card per month
10,000+ cards: $0.40 per active card per month

WEX PRIVATE SITE REBILLING
WEX Private Site Rebilling is available for a fee of $0.35 per transaction.

WEX VIRTUAL FINANCIAL INCENTIVES
Subject to the expressed conditions below, NJPA's member organizations may be entitled to a rebate (the "Rebate") based on total Annual Net Spend in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment. Please see the attached sample agreement.

Rebate Table

Annual Net Spend	Basis Points (Rebate Percentage) to member
$2,000,000 - $4,999,999	110 basis points (1.10%)
$5,000,000 - $14,999,999	115 basis points (1.15%)

$15,000,000 - $24,999,999	120 basis points (1.20%)
$25,000,000 - $49,999,999	130 basis points (1.30%)
$25,000,000+	135 basis points (1.35%)

Conditions

Member is eligible for the Rebate if it satisfies the following conditions:

(1) Member's Annual Net Spend must exceed **Two Million Dollars ($2,000,000)** in the Contract Year, and,

(2) Member's Average Transaction Size must equal or exceed **One Hundred Twenty Five Dollars ($125)**; and

(3) Member must not be in Default (as defined by Section 12.1) on the last day of the Contract Year.

(4) Issuer shall deduct from the Rebate any fraud or credit losses that we have suffered on Accounts whether or not such Accounts are individually or corporate billed.

(5) All transactions with Level 3 detail provided by the merchant will be accorded their full value when determining Annual Net Spend, however, when calculating the rebate all such transactions are accorded 60% of their face value. For example, a $10,000 transaction is treated as a $10,000 transaction in determining Annual Net Spend, but is treated as a $6,000 transaction when calculating the rebate.

(6) When calculating Rebates for purchases made in a country other than the U.S. via a US BIN, Issuer will use the full amount of the Transaction to determine Annual Net Spend but the applicable Rebate Percentage will be reduced by 50 basis points (0.50%) when paying the Rebate.

Calculation

The Rebate is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Rebate Percentage is determined by the Rebate Table above, adjusted in accordance with the DSO.

For each day that the DSO is in excess of the number of days in the billing cycle, divided by two, plus the

number of payment due days, the Rebate Percentage will be reduced by one half of a basis point (0.005%).

For each day that the DSO is less than the number of days in the billing cycle, divided by two, plus the number of payment due days, the Rebate Percentage will be increased by one half of a basis point (0.005%).

Payment

The Rebate will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX Virtual Fee Schedule

Monthly Account Fees	WAIVED
Overnight Shipping Fee 1	$25.00
Expedited Shipping Fee 2	$25.00
Cross Border Transaction Fee 3	0.90% of total Transaction value
Multi-Currency Conversion Fee 4	0.20% of total Transaction value
Copy Retrieval Fee	$5.00 per request
Returned Payment Fee (e.g. NSF/ACH)	$35.00 per incident

Fees or Charges for Additional Products or Features is Available Upon Request.

1-Overnight Shipping Fee: This fee applies for each card a Company requests from Issuer for overnight delivery (24 hours or less). If the request is made by Company to Issuer, then the Company will pay the overnight shipping fee imposed by Issuer.

2-Expedited Shipping Fee: This fee applies for each card shipment the Company requests from Issuer for expedited delivery. If the request is made by Company to Issuer, then the Company will pay the

Expedited Shipping Fee

3-Cross Border Fee: A cross border fee shall be applied to any Transaction when the country code of the merchant and the country code of the Account User are not the same.

4-Multi-Currency Conversion Fee: The payment platform provider multi-currency conversion fee shall be applied to any Transaction that is billed through the payment platform provider in a currency other than U.S. dollars. The payment platform provider will convert the Transaction to U.S. dollars (or the Account User billing currency) at the exchange rate determined by the payment platform provider (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.

WEX TELEMATICS PRICING

Please see the attached WEX Telematics Pricing and WEX Telematics Master Agreement.

Not Scored

16.

Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

N/A.

Not Scored

17.

The pricing offered in this proposal is: a) the same as the Proposer typically offers to an individual municipality, university, or school district. b) the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. c) better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. d) other than what the Proposer typicall offers (please describe).

B and C. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments

Not Scored

18.

Describe any quantity or volume discounts or rebate programs that you offer.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the

below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the attached current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all State Government NJPA members' Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

WEX is pleased to offer the following rebate tiers for statewide contract adoption. These tiers would apply to statewide spend thresholds that aggregate the purchases by the state and local governments participating in the state's contract.

Monthly Spend	Basis Points (Rebate Percentage) to member
$0 - $1,499,999	130 basis points (1.30%)
$1,500,000 - $2,999,999	145 basis points (1.45%)
$3,000,000 - $4,499,999	150 basis points (1.50%)
$4,500,000 - $5,999,999	155 basis points (1.55%)

$6,000,000+	160 basis points (1.60%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)

Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice	8 basis points (0.08%)

*Enrollment in WEX's Direct Debit program required.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. WEX will

review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars ($75.00), a minimum finance charge of seventy-five dollars ($75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars ($10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars ($10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request

General Research Fee	$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	$50.00 per occurrence
Over Credit Limit Fee	$5.00 per transaction or $100 flat fee per month[1]
Reactivation Fee	$50.00 per occurrence (max monthly fee of $50.00)
Truck Stop Fee	$3.00 per card swipe at a diesel pump[2]
Program Maintenance Charge	WAIVED
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services

[1]You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line
[2]Actual charges to be applied to your account will be disclosed on your billing statement

All pricing, terms and conditions for ancillary products as described in response to Question 15 also apply to State Government customers.
Not Scored
19
Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
N/A.
Not Scored

20.

Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We have included our fee schedules in response to Question 15.

Not Scored

21.

If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Fleet cards are delivered via standard mail for no charge. The cost for expedited shipping depends on the option selected by the customer and is only charged if the customer does not use its own shipping account number.

Not Scored

22.

Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery .

WEX can ship cards to Alaska, Hawaii, Canada, or any U.S. territories.

Not Scored

23.

Describe any unique distribution and/or delivery methods or options offered in your proposal.

WEX offers standard shipping for new or replacement cards at no cost.

Not Scored

24.

Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc.

SSAE 16

The SSAE SOC 1 scope includes North America fleet payment processing (Millennium and Classic platforms only). Objectives include:

- A review of controls surrounding contract approval

- Customer set-up
- Tax exemption enrollment
- Card production
- Processing transactions
- Customer billing
- Various general computer controls surrounding change management, computer operations and information security

The SSAE SOC 1 audit is performed each year by an independent auditor. The audit period is the 10 months ending October 31.

Not Scored

25.

Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide the NJPA with revenue share in accordance with the below, depending on the monthly spend by NJPA members. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Revenue Share

Subject to the express conditions below, we will issue a monthly revenue share, paid one month in arrears, in the accordance with the below Rebate Table, based on all NJPA members' Monthly Retail Transactions and the tier established in the table below (the "Rebate").

NJPA Revenue Share – State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
$0 - $1,499,999	5 basis points (0.05%)
$1,500,000 - $2,999,999	5 basis points (0.05%)
$3,000,000 - $4,499,999	5 basis points (0.05%)
$4,500,000 - $5,999,999	5 basis points (0.05%)
$6,000,000+	5 basis points (0.05%)

NJPA Revenue Share – Non-State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
$0+	35 basis points (0.35%)

Calculation

We shall commence calculating the NJPA members' Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The NJPA Revenue Share will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Revenue share shall be paid to you monthly in arrears.

WEX VIRTUAL REVENUE SHARE

Subject to the express conditions below, NJPA may be entitled to Revenue Share (the "Revenue Share") based on total Annual Net Spend of NJPA members in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment.

Revenue Share Table

Annual Net Spend	Basis Points (Revenue Share Percentage) to NJPA
$2,000,000 - $4,999,999	10 basis points (0.10%)
$5,000,000 - $14,999,999	10 basis points (0.10%)
$15,000,000 - $24,999,999	10 basis points (0.10%)
$25,000,000 - $49,999,999	5 basis points (0.05%)
$25,000,000+	5 basis points (0.05%)

Calculation

The Revenue Share is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend of NJPA members is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Revenue Share Percentage is determined by the Revenue Share Table above.

Payment

The Revenue Share will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX TELEMATICS PRICING

Please see the attached WEX Telematics Pricing.

Not Scored

26.

Describe all payment options—including frequency and methods of payment—and whether you allow electronic payments.

Billing cycles can be weekly or monthly, depending on credit approval.The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

Payment Options

Paper Check

You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice.

Online Payment

You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.

ACH

WEX supports customer initiated electronic payment through Automated Clearing House (ACH).

Direct Debit/EFT

The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.

One-time Authorization for Electronic Payment

If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.)

Payment terms subject to credit approval.

Not Scored

27.

Provide information on any value-added tools and solutions that you offer NJPA Members related to fleet management, such as telematics or data analytics.

In addition to the WEX fleet card program described throughout this response, we are offering ClearView data analytics and reporting; Telematics; Virtual Payment; and Private Site Rebilling

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service

- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)
- Speed violations
- Idling
- Landmark entry/exit
- Odd-hours usage
- Diagnostic trouble codes (optional)
- Odometer-driven maintenance

Reports

- Begin/end of day
- Stop and drive time
- Engine operating performance data and statistics
- Fuel usage, MPG
- Fuel guard
- Safety violations
- Custom reporting options

PRIVATE SITE REPORTING

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.

Once installed, your card readers will be required to retain reportable information so you don't have to Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting

WEX VIRTUAL

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls
- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you can save on administrative costs.

Not Scored

Describe the controls at the transactional level that assist with mitigating fraud, waste, and abuse.

WEX understands that it's critical for fleets to minimize waste and fraud and stay within budget. That's why WEX offers a variety of tools that provide added purchase controls and purchase policy enforcement capabilities.

Please see the attached Levels of Control document.

RISK MITIGATION

In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of: a fleet management policy, controls; and alerts, along with a careful review of all reports including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

Primary Functions

- Review Transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

Red Flag Activity Indicators

- Date and Time of Purchase
- merchant Location
- Product Purchased
- Driver ID Number used to conduct sale

- Dollar Amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent situations, and working closely with fleets, merchants and appropriate authorities, to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently 11 people in WEX's fraud department who are focused on fleet card fraud. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

ACI/ReD PRISM

WEX utilizes ACI/ReD's enterprise fraud prevention service, PRISM, as a supporting tool to its in-house fraud initiatives ACI/ReD PRISM uses predictive analytics and neural modeling technologies to score the likelihood of a transaction being fraudulent. The combination of custom scoring and dynamic rules assists client companies in identifying likely fraudulent transactions before they occur, thereby reducing overall fraud losses.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEX*Online*®, fleet managers can set pre-determined limits on the amount of money their drivers can charge, the frequency with which their drivers can purchase fuel, the type of products and services that their drivers can purchase and the time of day or days when their drivers can make purchases. In addition, through WEX*Online*®, fleet managers can perform real-time modifications to any pre-determined limits or add or remove driver identification numbers in response to changes or to prevent theft.

They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. These types of reports couple well with your card controls to effectively manage your program by identifying potential fraud or abuse.

Driver ID

The WEX card cannot be electronically activated without entering a valid Driver Identification Number (DID), rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid DID is required by all users at the point of sale, providing security to the fleet customer.

Not Scored

29.

NJPA Members must operate in such a way as to, for example, maintain tax exempt-status, generate proper reporting, and eliminate fraud and abuse. Provide the percentage of Level 3 Data for fuel and maintenance transactions that you are able to meet with no site exclusions.

WEX requires all of its accepting merchants to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. Level III data is included in 99.8%* of all transactions made with a WEX card. That data is included in standard and custom reporting. Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout on their non-Level III locations, therefore decreasing the number of locations available to your drivers. This process forces your drivers to know which locations haven't been locked out due to insufficient data supply. Just 74% of MasterCard fueling locations are currently Level III capable.

Not Scored

30.

To ensure that Members receive the best data, describe your online management tools and reporting capabilities. Describe your ability to provide data validations on key data elements such as odometer readings, which help ensure the accuracy of data for vehicle analysis.

Please see the attached documentation describing WEXOnline and WEX's reporting capabilities.

WEX uses a patented process that analyzes the transaction history on each vehicle to evaluate Odometer Reasonableness and adds an Adjusted Odometer value to Bad Odometer entries. These adjusted odometer values are calculated from the vehicle's Projected Fuel Economy and gallons purchased. The adjusted odometer field is passed to our customers through WEXLink files and through our online applications. This is available to the customer after data has been accumulated to make the calculation statistically valid, or at least 12 valid data points for each vehicle where the calculation is being requested. A report on this data can be made available to the customer daily.

Not Scored

31.

Describe your ability to provide files to interface with our Members' fleet-management systems.

WEX frequently interfaces with fleet management systems such as Assetworks, Faster, and Chevin. Many fleet management programs already have a file interface written specifically for WEX. We also interface with enterprise systems such as SAP. There are many customers currently utilizing the NJPA WEX contract taking advantage of these seamless file interfaces. There is a state on the NJPA WEX card

program that utilizes automatic daily file feeds for their fleet management program. There is another State on the program that utizlizes a custom builling file to interface with their enterprise management system. WEX typically uses the WEXLink file interface program to accomplish these needs.
WEX*Link* is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEX*Link* files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.
Not Scored
32.
NJPA Members may require vendors to interface with privately owned fueling facilities. Describe your ability to seamlessly interface data for private-site fuel locations.
There are customers currently utilizing the NJPA WEX card program taking advantage of the WEX private site solutions described below.

Private Site and Bulk Fuel Solutions

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. You can select one of two options.

Private Site Program

WEX's private site program allows you to use the WEX Fleet Card to activate pumps at your onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on your bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with your retail transactions while excluding onsite fuel transactions from your invoice.

Private Site Rebilling Program

The private site rebilling program combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at your onsite bulk tank.' You will receive a private site report that details all of your transactions -- both non-financial and rebilled. WEX will handle the reconciliation and settlement on your behalf and will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in your bank account via ACH 30 days after the transaction posts in the WEX system.

How It Works

- Fleet must have or install certified card readers (see certified equipment vendor list)
- Drivers who fuel at the site are prompted for Driver ID and Odometer reading
- Card reader provides fuel type, gallons, PPG, and total sale
- WEX integrates the information into your fleet's reports
- Depending on your set-up, certain fees may apply

The Benefits

- Consolidates tracking of onsite and retail fuel transactions into a comprehensive report.
- Minimizes time, effort, and cost of administering fuel usage.
- Purchase controls available through your WEX card monitor private site transactions for card abuse and misuse.

Easy Processing

- Driver swipes WEX fuel card at the onsite card reader.
- Card reader prompts driver for Driver ID and odometer reading on vehicle.
- Card reader dials out via network to WEX for authorization.
- WEX authorizes sale and pump activates.
- Driver fuels vehicle.
- Card reader sends final sale to WEX via network.
- WEX processes this information and posts the information in your fleet reporting.

Rebilling functionality is only available for certain types of programs. Please contact your WEX Sales Representative for more information.

Not Scored

33.

Describe the unique advantages of any virtual payment tool (if offered) in comparison to other fleet-settlement services.

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls

- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power(and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you save on administrative costs.

Not Scored

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 16, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/20

CITY ATTORNEY'S OFFICE: GC

Marcos Martinez

Marcos Martinez (Aug 10, 2020 10:50 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2230310/531000

Org. Name/Org#

Signature: Geralyn Cardenas
Geralyn Cardenas (Sep 16, 2020 13:35 MDT)

Email: gfcardenas@santafenm.gov

ACTION SHEET QUALITY OF LIFE MEETING OF 9/1/2021
ISSUE NO. 7d Request for Approval to use Cooperative Agreement #042016-WEX, (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the Purchase of Fuel for the Police Department Fleet, in the Total Estimated Amount of $2,100,000.00. (Benjamin Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040) **Committee Review:** Finance Committee: 08/30/21 Quality of Life Committee: 09/01/21 Governing Body Committee: 09/08/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/8/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $109,484 for the Nutrition Services Incentive Program (NSIP), term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA); (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710)

COMMITTEE **REVIEW:**

Finance Committee: 08/30/2021
Quality of Life Committee: 09/01/2021
Governing Body: 09/08/2021

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: July 21, 2021

TO: Finance Committee
Quality of Life Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director Kyra Ochoa (Jul 21, 2021 14:08 MDT)

FROM: Gino Rinaldi, Senior Services Division Director
Yvette Sweeney, DSS Nutrition Program Manager

ITEM AND ISSUE:
Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $109,484 for the Nutrition Services Incentive Program (NSIP), term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:
The Nutrition Service Incentive Program funds will be used to purchase raw food supplies for meal preparation for eligible senior citizens participating in our meal program. The contract funds represent cash payment to the City of Santa Fe for Fiscal Year 2022. Furthermore, this grant is funded at 100% Federal dollars which will subsidize the City's general fund account for its intended purpose.

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
The FY22 Munis contract number is 3202860.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grants/Fund 241
Munis Org Name/Number: Senior Center Programs/2410114
Munis Object Name/Number: US AAOa, Food/490715(revenue), 530400(expense)

ACTION REQUESTED:
Community Health and Safety Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District-Non Metro AAA

Procurement Title: FY 22 Nutrition Services Incentive Program (NSIP)

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 Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Anya Alarid	Program Manager	07/21/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Aug 23, 2021 08:58 MDT)	Chief Procurement Officer	Aug 23, 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 # **3202860**

Contractor: **North Central New Mexico Economic Development District-Non Metro AAA**

Description: **The Nutrition Service Incentive Program funds will be used to purchase raw food supplies for meal preparation for eligible senior citizens participating in our meal program for Fiscal 2022.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** Term End Date: **06/30/22**

☐ Approved by Council Date: _____

Contract / Lease: 60026

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dunaway (Aug 23, 2021 08:58 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Sub-Grantee Procurement Method 13-1-98 A entity to entity.

4. **Funding Source: NCNMEDD AAA Revenue 2410114/490715 Org / Object: 2410114/530400**

Andy Hopkins (Aug 20, 2021 10:29 MDT) Aug 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: _____

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Senior Services	8/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Food	2410114	530400			(1,642)
REVENUES				*(enter as negative #)*	*(enter as positive #)*
Nutrition Incentive Program (NSIP)	2410114	490715			1,642
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
The Nutrition Service Incentive Program Grant funds will be used to purchase raw food supplies for meal preparation for eligible senior citizens participating in our meal program during fiscal year 2022.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Anya Alarid — Prepared By *(print name)* — 8/12/2021 Date

Division Director Signature *(optional)* — Date

Kyra Ochoa — Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — Date
Andy Hopkins (Aug 20, 2021 10:29 MDT)
Aug 20, 2021

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

North Central New Mexico Economic Development District
Non-Metro area on Aging

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
SUBRECIPIENT CONTRACTOR SUB-AWARD

This Agreement is made and entered into this 1st day of July 2021, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Santa Fe, hereinafter referred to as the "Subrecipient Contractor."

IT IS AGREED BETWEEN PARTIES:

1. **Scope of Work:**
   The Subrecipient Contractor will:

   A. Establish procedures to ensure that such cash payments are used solely for the purchase of United States agriculture commodities and other foods produced in the Unites States for the use in their feeding operations. No imported foods mat be purchased with these funds. e.g., coffee, tea, cocoa, and bananas.
   B. Ensure that NSIP funds are used correctly exclusively foe the purchase of food , not meal preparation.
   C. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain United Sates produced commodities or foods.
   D. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state New Mexico Environment Department (MED) requirements.
   E. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
   F. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., title III-C1 and C2 and other cash used for raw food.)
   G. Report monthly to the Agency on forms provided by the Agency and submit such other reports deemed necessary by the agency.
      a) Submit timely and accurate consumer/client tracking service documents (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) workday of each month following the last day of the month in which services were provided. If the fifth (5th) falls on a weekend or AAA holiday, the information will be delivered by close of business on the next business day.

b) Submit supporting backup documentation (receipts) per the month that the NSIP funding is requested per the timelines established in G a.

H. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.

I. Allow the agency to monitor periodically the subrecipient Contractor's fiscal Accountability of NSIP.

J. Abide by and comply with the conditions and requirements set for in Title 45, Part74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A1 10 Uniform Policies). Moreover, the subrecipient Contractor will abide by volume 38, NO. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

K. Ensure eligible participants are assessed registered into SAMS.

L. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic, diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the dietary guideline for Americans, published by the Secretary and the secretary of Agriculture, and is delivered to an eligible person in the residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

M. The Agency recommends these funds be expended prior to Title III-C funds.

2. **Compensation:**
   A. The total amount payable to Subrecipient Contractor under this Agreement shall not exceed $109,484.00 for eligible meals served during the period July 1, 2021, through June 30, 2022, regardless of funding sources, to eligible participants and their spouses.
   B. All subsequent payments will be disbursed upon receipt of actual service data from the Subrecipient Contractor,

3. **Gross Receipts Tax:**
   Not applicable. Tax exempt.

4. **Term:**
   No Terms of this agreement shall become effective by the Department of Finance and Administration and Administration and shall terminate on June 30, 2022, unless terminated pursuant to paragraph 5,infra.

5. **Termination:**

   A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty days (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately upon written notice to the subrecipient Contractor if the Subrecipient Contractor Becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any or any of its officers, employees or agents, is indicated for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph here in, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and dies not waive the Agency's other legal rights and remedies caused by the subrecipient Contractor's default or breach of this Agreement. This Agreement also may be determined by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.
   B. **Termination Management**: Immediately upon receipt by either the Agency or the Subrecipient Contractor of notice of termination of this agreement, the Subrecipient Contractor shall: 1) not include any further obligations for salaries, services or another expenditure oof funds under this Agreement without written approval of the Agency; 2) comply with will directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish the Agency a complete, detailed inventory of non-

expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding Financial records.

6. **Status of Subrecipient Contractor:**
The Subrecipient Contractor, his agent's wand employees, are independent Subrecipient Contractors performing services for the Agency and are not employees of the Agency. The Subrecipient Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment:**
The Subrecipient Contractor shall not assign any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

8. **Subcontracting:**
The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this agreement.

9. **Records and Audit:**

A. The Subrecipient Contractor shall maintain detailed records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Agency, Aging * Long-Term Service's Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclosure the right of the Agency to recover excessive, improper, or illegal payments.

B. The Subrecipient Contractor will provide a financial and compliance report to the Agency covering the period July 1, 2021, to June 30, 2022. The audit reports proved to the Agency must include a copy of the Auditor's management letter. The audit shall be conducted in accordance with generally accepted audit standards and shall encompass the following provisions.

a) The subrecipient contractor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have ab audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines different grant circulars into one set. A fair allocation of the audit cost may be charged to both federal and state under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall also be provided to the Agency. The Audit Report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC1, Title IIIC2, Title IIID, Title IIIE, NSIP, etc.),which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included withing the supplementary section of the audit report.

b) Governmental type vendors/Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC1, Title IIIC2, Title IIID, Title IIIE, NSIP, etc.),which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further required the inclusion of the final units of service provided and final number of persons served by this Agreement. This information may be included withing the supplementary section of the audit report.

c) Non-governmental vendors/Subrecipient Contractors expending between $25,000 in federal and state funds combined less than $500,000 in federal funds, shall gave a audit conducted with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under this Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate tile or program (Title IIIB, Title IIIC1, Title IIIC2, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to final report. The NCNMEDD Non-Metro AAA further required the inclusion of the final units of service provided and

final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

d) For this Subrecipient Contractors/vendors that expend less than $15,000 in federal and state dollars, no audit is required. Th close of this grant will be based on information required by the Non-Metro AAA such as financial reports(trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final numbers of individuals served.

e) Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditors Office. For non-governmental entities, the audit report is due four (4) months after the end if the entity's fiscal year.

f) The Subrecipient Contractor's/vendor's independent auditor shall be made aware if Office of Management and Budget Circular (0MB) A-87, Cost Principles for State, Local and Tribal Governments, and 0MB Circular A-122. Cost principles of Non-Profit Organizations in determining the allowability of costs. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectfully.)

10. Appropriations:

The term of this Agreement are contingent upon sufficient appropriations and authorization bring made by the U,S. Congress for the performance of this Agreement. If sufficient Appropriations and Authorizations are not made, the Agreement shall terminate upon written notice being given to the Subrecipient Contractor. The Agency's decisions to whether sufficient appropriations are available shall be expected by the Subrecipient Contractor and shall be final.

11. Release:

The Subrecipient Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only withing the strict limits of that authority.

12. Product of Service Copyright:

All materials developed or acquired by the Subrecipient Contractor under this agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination dare of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor under this Agreement Shall be subject to an application for copyright by or on behalf of the Subrecipient Contractor.

13. Conflict of Interest:

The subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of service required under this agreement.

14. Equal Opportunity Compliance:

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

15. Non-Discriminating Service Delivery

The Subrecipient Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

a) Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
b) Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
c) Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under this program;
d) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
e) Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any

aide , care services, or other benefits under the funds for this program:

f) Deny any individual an opportunity to participate through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.

g) The Subrecipient Contractor, in determining (1) the types if service or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin or handicap.

16. Confidentiality:

The use or disclosure of any information concerning a recipient of assistance. Or service for any purpose not collected with the administration on of the Subrecipient Contractor's responsibilities with services hereunder is prohibited., except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act , or applicable state or federal law or regulations.

17. Amendment:

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

18. Penalties for Violation of Law:

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

19. Scope of Agreement:

This Agreement incorporates all the agreements, covenants, and understandings between the parties here to concerning the subject matter hereof, and all such covenants, agreements, and understandings, have been merged into this written agreement. No prior Agreement or understanding, verbal or enforceable unless embodied in this agreement.

20. Applicable laws:

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico(b) Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949 as amended; and (d) any other applicable laws and regulation of the federal government.

21. Internal Dispute Mediation:

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may b acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The subrecipient Contractor must provide with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any part may submit the dispute to the ALTSD in accordance with the following provisions:

A. In any dispute submitted to the Agency and the Subrecipient Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
B. Mediation may only be instituted by written request, which request shall include a statement if the matter in controversy.
C. Initial Contacts and Negotiations shall be conducted by the appropriate agency staff.
D. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
E. Failure of the Subrecipient to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the
F. ALTSD shall amount to a material breach of Agreement.
G. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

.

22. Invalid Term or Condition:

In any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement:

A Party' Failure to require strict performance of any provision of this Agreement shall not waive or diminish that parties right thereafter to demand strict compliance with that or any other provision. No waiver by a by a party or any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of ant any of its rights shall be effective to waive other.

24. Notices:

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

NMNMEDD
Attention: Crystal L. Sanchez, Director
3900 Paseo del Sol
Santa Fe, New Mexico 87507

Subrecipient Contractor:

_____
_____
_____

25. Other Provisions:

Compliance with Grant conditions. The subrecipient Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. Indemnification:

Neither part shall be responsible for liability incurred as a result of the other parties acts or omissions in connection with this Agreement. Any Liability incurred with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

27. Authority:

The Individual(s) signing this agreement on behalf of subrecipient Contractor and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

28. Signatures:

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient Contractor	Name of Area Agency on Aging
_____	Monica Abeita
Signature	Signature
_____	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	Printed/Typed Name of Signatory
_____	July 1, 2021
Date	Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: City of Santa Fe ADDRESS: PHONE:		APPROVED BUDGET FOR THE PERIOD FROM: 07/01/2021 TO: 06/30/2022		Type of Grant or Action New/Cont: X Revision: Other:		NGA DATE 6/1/2021
Indirect Cost % of $	Fund: 210 Title of Project: NSIP			CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	$0.00	$0.00				$0.00
Fringe Benefits	$0.00	$0.00				$0.00
Travel	$0.00	$0.00				$0.00
Maintenance & Repair	$0.00	$0.00				$0.00
Supplies (Raw Food)	**$109,484.00**	$0.00				**$109,484.00**
Contractual Services	$0.00	$0.00				$0.00
Other Operating Costs	$0.00	$0.00				$0.00
Capital Outlay	$0.00	$0.00				$0.00
Subtotal	**$109,484.00**	$0.00				**$109,484.00**
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%

COMPUTATION OF GRANT		8. Federal/State Shares will be Comprised of:		
1. Estimated Total Cost	$109,484.00	a. Federal/State grant		
2. LESS Anticipated Project Income	$0.00	unearned in previous	Federal:	0.00
3. Estimated Net Cost	$109,484.00	project year(s)	Federal:	0.00
4. Non-federal and Non-state Share of Net Cost	$0.00	b. Carry Over		0.00
5. Project Income (Used as Match)	$0.00			0.00
6. Federal Share of Net Cost	$109,484.00	c. New Obligational		
7. State Share of Net Cost	$0.00	Authority Herein Awarded	Federal:	**$109,484.00**

☒Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
☒The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
☒If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.
☒As shown in the Computation of Grant (assuming satisfactory progress, adequate justification, and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
☒Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
☒In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
Monica Abeita, Executive Director	Date:
Monica Abeita 07-01-2021	Date:
Signature Date	

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 21, 2021 14:10 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

2410114/490715, 2410114/530400

ORG/OBJECT AJH

AJH

ACTION SHEET QUALITY OF LIFE MEETING OF 9/1/2021
ISSUE NO. 7e Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $109,484 for the Nutrition Services Incentive Program (NSIP), term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA); (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710) **COMMITTEE REVIEW*:*** Finance Committee: 08/30/2021 Quality of Life Committee: 09/01/2021 Governing Body: 09/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/8/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request Approval for Award of Bid Number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C Construction, LLC. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $3,500,000.

Committee		**Review:**
Finance	Committee:	8/30/2021
PU/PWC:		9/7/2021
Governing Body: 9/8/2021		

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of $3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to $3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

This is was multi-contractor award ITB to set the applicable Bid Items for future work. The ITB was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $892,448.25 plus NMGRT was submitted by Sub Surface Contracting, Inc. A second acceptable bid of $933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovia, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Sub Surface Contracting, Inc.	$892,448.25	$821,052.39
A.A.C. Construction, LLC	$933,364.22	
TLC Plumbing & Utility	$1,158,308.40	
Blueline Construction, Inc.	$1,476,101.57	
Allied 360 Construction, LLC	$2,364,321.74	

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $1,600,000.00 plus NMGRT upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,500,000	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for

FY 2022 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(3,500,000)
TOTAL:	**(3,500,000)**

Maya Martinez 8/17/2021
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 8/20/21
Andy Hopkins (Aug 20, 2021 11:52 MDT)
Budget Officer Date

Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Shannon Jones 3/19/2021
Department Director Signature Date

City Manager *{≤ $60,000}* Date

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s):
1) Sub Surface Contracting, Inc.
2) A.A.C. Construction, LLC.

Price Agreement Number:

Payment Terms: Net 30

Ship To:
All City of Santa Fe Departments and Political Subdivisions allowed by Law

F.O.B.: Destination

Invoice To:
City of Santa Fe
Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

Term: July 1, 2021 to June 30, 2025

Delivery: As requested by Department

Title: FY21/22 - PRIORITY LINE REPLACEMENT CONTRACT, BID '21/43/B, CIP # 3058

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (1TB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that ifthere is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

Assignment:

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this agreement are hereby assigned to the City.

City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

Taxes: The unit price shall exclude all state taxes.

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

the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

Items: All bid items are to be NEW and of most current production, unless otherwise specified.

Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I - Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II - Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III - Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV - Shipping and Billing Instructions
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

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

Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default.In such instances the contract may be cancelled effective immediately.

Article VI - Amendment
This Price Agreement may be amended by mutual agreement of the City's Chief procurement Officer or his/herdesignee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City's Chief procurement Officer or his/her designee.
Amendments affecting price adjustments and/or the extension of a price agreement expiration date are notallowed unless specifically provided in the bid and price agreement specifications.

Article VII - Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary orto authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited toWorker's Compensation.

Article VIII - Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX - Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X- Price Schedule

Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI - Wage Rates

Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the NewMexico Department of Work Force Solutions for this project/WO.

Item# _____
Munis Contract# 3202927

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work and as described is Exhibit A attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

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

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other

instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred fifty two thousand seven hundred thirty seven dollars and seventy-five cents ($1,152,737.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ninety seven thousand two hundred sixty two dollars and twenty five cents ($97,262.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred fifty thousand dollars ($1,250,000)). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** 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 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 Contractors receipt 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'sliability 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 dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE 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 withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination 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 theCity and records generated under this Agreement. Any non-expendable personal property orequipment 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 asto 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 anyother 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. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company

authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works Building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. 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.

9. 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, duringthe term of this Agreement, shall not acquire any interest, direct or indirect, which would conflictin 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 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

14. Amendment.

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

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

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) The impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. 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 imposefelony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, andSanta 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.

19. 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 Mexicoover any and all lawsuits arising under or out of any term of this Agreement.

20. 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.

21. 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 toperforming services under this Agreement.

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor

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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 tothe 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 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.

23. **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 bi11ings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorney's 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 damageto persons or property during the time when the Contractor or any officer, agent, employee, servantor 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.

25. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto 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 anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico

Tort Claims Act.

26. 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.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive 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 unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing andshall 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.AC Construction LLC
18 La Luna Road
Santa Fe, NM 87507

29. 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 bindContractor, and that no further action, resolution, or approval from Contractor is necessary to enterinto a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Andrew Sisneros (Aug 19, 2021 16:05 MDT)
_____
NAME
Andrew Sisneros, Managing Member
_____
TITLE
DATE: Aug 19, 2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	**$ 32.50**	$ 1,137.50	**$ 30.00**	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	**$ 38.00**	$ 1,330.00	**$ 36.00**	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	**$ 36.00**	$ 3,600.00	**$ 34.00**	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	**$ 43.50**	$ 2,175.00	**$ 42.00**	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	**$ 40.50**	$ 6,075.00	**$ 39.00**	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	**$ 49.00**	$ 3,675.00	**$ 48.00**	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	**$ 46.75**	$ 9,350.00	**$ 45.50**	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	**$ 56.00**	$ 1,960.00	**$ 52.00**	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	**$ 52.00**	$ 5,200.00	**$ 49.00**	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	**$ 69.37**	$ 3,468.50	**$ 66.75**	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	**$ 66.25**	$ 9,937.50	**$ 64.50**	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	**$ 87.00**	$ 4,350.00	**$ 79.00**	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	**$ 103.50**	$ 5,175.00	**$ 97.00**	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	**$ 167.50**	$ 8,375.00	**$ 100.00**	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	**$ 42.00**	$ 1,470.00	**$ -**	$ -
80	50	LF	4" DI Water Main, cip, <100'	**$ 63.75**	$ 3,187.50	**$ 57.50**	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	**$ 56.50**	$ 5,650.00	**$ 56.00**	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	**$ 63.50**	$ 4,762.50	**$ 53.00**	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	**$ 56.50**	$ 14,125.00	**$ 51.00**	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	**$ 68.00**	$ 5,100.00	**$ 60.25**	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	**$ 73.00**	$ 18,250.00	**$ 58.00**	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	**$ 77.00**	$ 2,695.00	**$ 65.00**	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	**$ 74.00**	$ 7,400.00	**$ 63.00**	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	**$ 99.00**	$ 4,950.00	**$ 78.00**	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	**$ 89.50**	$ 8,950.00	**$ 74.00**	$ 7,400.00
130	50	LF	14" DI Water Main, cip	**$ 115.50**	$ 5,775.00	**$ 87.00**	$ 4,350.00
135	50	LF	16" DI Water Main, cip	**$ 139.50**	$ 6,975.00	**$ 101.00**	$ 5,050.00
140	50	LF	24" DI Water Main, cip	**$ 207.00**	$ 10,350.00	**$ 159.00**	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	**$ 41.00**	$ 3,075.00	**$ 8.00**	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	**$ 98.00**	$ 4,900.00	**$ 12.00**	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	**$ 154.00**	$ 3,850.00	**$ 30.00**	$ 750.00
160	20	CY	Rock Excavation	**$ 325.00**	$ 6,500.00	**$ 220.00**	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	**$ 50.00**	$ 15,000.00	**$ 65.00**	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	**$ 36.00**	$ 2,700.00	**$ 24.00**	$ 1,800.00
175	1,000	LB	Fitting Installation	**$ 4.50**	$ 4,500.00	**$ 4.00**	$ 4,000.00
180	500	LB	Fitting Insertion	**$ 26.00**	$ 13,000.00	**$ 34.00**	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	**$ 60.00**	$ 1,500.00	**$ 65.00**	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	**$ 86.50**	$ 4,325.00	**$ 105.00**	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	**$ 98.50**	$ 4,925.00	**$ 119.00**	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	**$ 123.00**	$ 2,460.00	**$ 121.00**	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	**$ 147.50**	$ 2,950.00	**$ 145.00**	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	**$ 184.50**	$ 3,690.00	**$ 179.00**	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	**$ 275.00**	$ 2,750.00	**$ 250.00**	$ 2,500.00
220	25	EA	4"Joint Harness	**$ 70.50**	$ 1,762.50	**$ 40.00**	$ 1,000.00
225	50	EA	6" Joint Harness	**$ 95.00**	$ 4,750.00	**$ 110.00**	$ 5,500.00
230	50	EA	8" Joint Harness	**$ 125.00**	$ 6,250.00	**$ 120.00**	$ 6,000.00
235	20	EA	10" Joint Harness	**$ 160.00**	$ 3,200.00	**$ 160.00**	$ 3,200.00
240	20	EA	12" Joint Harness	**$ 192.50**	$ 3,850.00	**$ 180.00**	$ 3,600.00
245	20	EA	14" Joint Harness	**$ 370.00**	$ 7,400.00	**$ 375.00**	$ 7,500.00
250	10	EA	16" Joint Harness	**$ 427.50**	$ 4,275.00	**$ 410.00**	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	**$ 315.00**	$ 3,150.00	**$ 250.00**	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	**$ 1,350.00**	$ 2,700.00	**$ 1,350.00**	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	**$ 1,567.50**	$ 6,270.00	**$ 1,500.00**	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	**$ 1,900.00**	$ 7,600.00	**$ 1,800.00**	$ 7,200.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	**$ 2,250.00**	$ 4,500.00	**$ 2,100.00**	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	**$ 2,650.00**	$ 10,600.00	**$ 2,300.00**	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	**$ 4,747.50**	$ 4,747.50	**$ 4,200.00**	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	**$ 1,650.00**	$ 1,650.00	**$ 1,500.00**	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	**$ 3,587.50**	$ 3,587.50	**$ 3,100.00**	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	**$ 6,050.00**	$ 6,050.00	**$ 4,100.00**	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	**$ 807.50**	$ 1,615.00	**$ 850.00**	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	**$ 925.00**	$ 1,850.00	**$ 1,200.00**	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	**$ 1,200.00**	$ 6,000.00	**$ 1,525.00**	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	**$ 1,650.00**	$ 8,250.00	**$ 1,725.00**	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	**$ 2,315.00**	$ 2,315.00	**$ 2,325.00**	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	**$ 2,900.00**	$ 5,800.00	**$ 2,800.00**	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	**$ 792.50**	$ 792.50	**$ 700.00**	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	**$ 1,837.50**	$ 1,837.50	**$ 1,800.00**	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	**$ 1,950.00**	$ 19,500.00	**$ 1,825.00**	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	**$ 2,475.00**	$ 7,425.00	**$ 2,000.00**	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	**$ 4,000.00**	$ 4,000.00	**$ 3,700.00**	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	**$ 4,552.50**	$ 4,552.50	**$ 4,200.00**	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	**$ 7,025.00**	$ 7,025.00	**$ 6,500.00**	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	**$ 16,755.00**	$ 16,755.00	**$ 16,190.00**	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	**$ 23,750.00**	$ 23,750.00	**$ 23,250.00**	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	**$ 2,800.00**	$ 2,800.00	**$ 2,800.00**	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	**$ 4,975.00**	$ 4,975.00	**$ 4,850.00**	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	**$ 7,680.00**	$ 7,680.00	**$ 6,600.00**	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	**$ 10,042.50**	$ 10,042.50	**$ 9,125.00**	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	**$ 2,987.50**	$ 14,937.50	**$ 3,200.00**	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	**$ 767.50**	$ 1,535.00	**$ 700.00**	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	**$ 1,017.50**	$ 1,017.50	**$ 920.00**	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	**$ 1,350.00**	$ 1,350.00	**$ 700.00**	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	**$ 887.50**	$ 887.50	**$ 575.00**	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	**$ 1,657.50**	$ 1,657.50	**$ 1,500.00**	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	**$ 1,420.00**	$ 1,420.00	**$ 1,300.00**	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	**$ 6,780.00**	$ 6,780.00	**$ 6,725.00**	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	**$ 7,065.50**	$ 7,065.50	**$ 6,950.00**	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	**$ 8,432.50**	$ 8,432.50	**$ 8,195.00**	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	**$ 11,091.50**	$ 11,091.50	**$ 10,800.00**	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	**$ 15,362.50**	$ 15,362.50	**$ 14,925.00**	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	**$ 29,837.50**	$ 29,837.50	**$ 29,500.00**	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	**$ 2,970.00**	$ 2,970.00	**$ 2,750.00**	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	**$ 4,245.00**	$ 4,245.00	**$ 3,940.00**	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	**$ 825.00**	$ 825.00	**$ 450.00**	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	**$ 1,025.00**	$ 1,025.00	**$ 550.00**	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	**$ 1,275.00**	$ 1,275.00	**$ 750.00**	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	**$ 4,000.00**	$ 4,000.00	**$ 3,185.00**	$ 3,185.00
495	20	EA	Valve Box, cip.	**$ 575.00**	$ 11,500.00	**$ 625.00**	$ 12,500.00
500	5	EA	Valve Box Replacement	**$ 750.00**	$ 3,750.00	**$ 775.00**	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	**$ 425.00**	$ 2,125.00	**$ 325.00**	$ 1,625.00
510	3	EA	Valve Box Adjustment	**$ 600.00**	$ 1,800.00	**$ 550.00**	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	**$ 200.00**	$ 200.00	**$ 250.00**	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	**$ 925.00**	$ 3,700.00	**$ 825.00**	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	**$ 1,000.00**	$ 8,000.00	**$ 1,050.00**	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	**$ 1,500.00**	$ 12,000.00	**$ 1,075.00**	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	**$ 1,000.00**	$ 7,000.00	**$ 1,025.00**	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	**$ 8,900.00**	$ 8,900.00	**$ 8,995.00**	$ 8,995.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
545	1	ACRE	Native Seeding	**$ 2,600.00**	$ 2,600.00	**$ 2,275.00**	$ 2,275.00
550	1	EA	Bollards (pair)	**$ 1,180.00**	$ 1,180.00	**$ 975.00**	$ 975.00
555	18	LF	4" Steel Casing	**$ 31.37**	$ 564.66	**$ 95.00**	$ 1,710.00
560	18	LF	4" PVC Casing	**$ 15.40**	$ 277.20	**$ 75.00**	$ 1,350.00
565	18	LF	14" Steel Casing	**$ 107.43**	$ 1,933.74	**$ 175.00**	$ 3,150.00
570	18	LF	16" Steel Casing	**$ 124.02**	$ 2,232.36	**$ 200.00**	$ 3,600.00
575	18	LF	18" Steel Casing	**$ 144.03**	$ 2,592.54	**$ 275.00**	$ 4,950.00
580	18	LF	22" Steel Casing	**$ 234.94**	$ 4,228.92	**$ 300.00**	$ 5,400.00
585	18	LF	26" Steel Casing	**$ 290.67**	$ 5,232.06	**$ 400.00**	$ 7,200.00
590	18	LF	28" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
595	18	LF	30" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
600	18	LF	36" Steel Casing	**$ 287.03**	$ 5,166.54	**$ 500.00**	$ 9,000.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	**$ 575.00**	$ 28,750.00	**$ 40.00**	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	**$ 62.00**	$ 1,116.00	**$ 39.00**	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	**$ 29.50**	$ 737.50	**$ 65.00**	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	**$ 17.70**	$ 3,540.00	**$ 65.00**	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	**$ 97.50**	$ 975.00	**$ 90.00**	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	**$ 132.50**	$ 1,325.00	**$ 95.00**	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	**$ 12.00**	$ 600.00	**$ 25.00**	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	**$ 65.00**	$ 650.00	**$ 30.00**	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 72.00**	$ 3,600.00	**$ 75.00**	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 84.96**	$ 849.60	**$ 75.00**	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 1,675.60	**$ 75.00**	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 7,450.00	**$ 75.00**	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 745.00	**$ 75.00**	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 167.56	**$ 75.00**	$ 75.00
695	10	SY	Replace Concrete Pavement	**$ 261.50**	$ 2,615.00	**$ 275.00**	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	**$ 155.00**	$ 1,550.00	**$ 170.00**	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	**$ 56.00**	$ 560.00	**$ 85.00**	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	**$ 66.00**	$ 660.00	**$ 120.00**	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	**$ 34.00**	$ 5,100.00	**$ 35.00**	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	**$ 1,262.50**	$ 5,050.00	**$ 1,475.00**	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	**$ 1,662.50**	$ 3,325.00	**$ 1,775.00**	$ 3,550.00
740	2	EA	Service, 1", New Main	**$ 1,887.50**	$ 3,775.00	**$ 1,825.00**	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
750	1	EA	Service, 2", New Main	**$ 3,985.00**	$ 3,985.00	**$ 3,870.00**	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	**$ 1,450.00**	$ 7,250.00	**$ 1,475.00**	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	**$ 1,912.50**	$ 3,825.00	**$ 1,775.00**	$ 3,550.00
765	1	EA	Service, 1", Existing Main	**$ 1,900.00**	$ 1,900.00	**$ 1,825.00**	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
775	1	EA	Service, 2", Existing Main	**$ 4,300.00**	$ 4,300.00	**$ 3,870.00**	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	**$ 1,602.50**	$ 8,012.50	**$ 1,475.00**	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	**$ 1,950.00**	$ 3,900.00	**$ 1,775.00**	$ 3,550.00
790	1	EA	Service Replacement, 1"	**$ 2,100.00**	$ 2,100.00	**$ 1,825.00**	$ 1,825.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
795	1	EA	Service Replacement, 1 1/2"	**$ 3,875.00**	$ 3,875.00	**$ 3,450.00**	$ 3,450.00
800	1	EA	Service Replacement, 2"	**$ 4,512.00**	$ 4,512.00	**$ 3,870.00**	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	**$ 1,000.00**	$ 3,000.00	**$ 895.00**	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	**$ 1,150.00**	$ 1,150.00	**$ 915.00**	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	**$ 1,800.00**	$ 1,800.00	**$ 1,400.00**	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	**$ 1,900.00**	$ 1,900.00	**$ 1,400.00**	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	**$ 812.50**	$ 4,062.50	**$ 725.00**	$ 3,625.00
830	2	EA	Service Transfer, 1"	**$ 912.50**	$ 1,825.00	**$ 825.00**	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	**$ 1,112.50**	$ 1,112.50	**$ 925.00**	$ 925.00
840	1	EA	Service Transfer at Main, 2"	**$ 1,325.00**	$ 1,325.00	**$ 975.00**	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	**$ 962.50**	$ 962.50	**$ 725.00**	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	**$ 437.50**	$ 437.50	**$ 525.00**	$ 525.00
855	1	EA	Adjust Meter Box To Grade	**$ 412.50**	$ 412.50	**$ 425.00**	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	**$ 500.00**	$ 5,500.00	**$ 650.00**	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	**$ 462.50**	$ 1,850.00	**$ 675.00**	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	**$ 562.50**	$ 1,687.50	**$ 750.00**	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	**$ 650.00**	$ 1,950.00	**$ 775.00**	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	**$ 28.75**	$ 2,875.00	**$ 31.50**	$ 3,150.00
885	100	LF	Service Tubing, 1"	**$ 34.12**	$ 3,412.00	**$ 33.75**	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	**$ 46.50**	$ 4,650.00	**$ 44.00**	$ 4,400.00
895	25	LF	Service Tubing, 2"	**$ 65.50**	$ 1,637.50	**$ 53.00**	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	**$ 450.00**	$ 450.00	**$ 1,550.00**	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	**$ 8,045.00**	$ 8,045.00	**$ 15,500.00**	$ 15,500.00
910	1	EA	Automatic Flushing Valve	**$ 5,867.50**	$ 5,867.50	**$ 4,350.00**	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	**$ 1,440.00**	$ 1,440.00	**$ 1,200.00**	$ 1,200.00
925	1	Allow.	Street-Cut Permits	**$ 175.00**	$ 175.00	**$ 375.00**	$ 375.00
930	1	EA	Project Signs	**$ 675.00**	$ 675.00	**$ 450.00**	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs.)	**$ 250.00**	$ 2,500.00	**$ 185.00**	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	**$ 725.00**	$ 725.00	**$ 700.00**	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck with tools	**$ 35.00**	$ 6,125.00	**$ 30.00**	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	**$ 57.00**	$ 4,560.00	**$ 58.00**	$ 4,640.00
9200	8	HR	Compressor with tools	**$ 54.00**	$ 432.00	**$ 35.00**	$ 280.00
9300	16	HR	Dump Truck	**$ 65.00**	$ 1,040.00	**$ 60.00**	$ 960.00
9400	4	HR	Pump	**$ 25.00**	$ 100.00	**$ 15.00**	$ 60.00
9500	300	HR	Laborer	**$ 42.50**	$ 12,750.00	**$ 43.00**	$ 12,900.00
9600	200	HR	Pipe Fitter	**$ 44.50**	$ 8,900.00	**$ 45.00**	$ 9,000.00
9700	200	HR	Equipment Operator	**$ 57.50**	$ 11,500.00	**$ 58.00**	$ 11,600.00
9800	175	HR	Foreman	**$ 59.50**	$ 10,412.50	**$ 60.00**	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	**$ 1,000.00**	$ 1,000.00	**$ 900.00**	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202927**

Contractor: **A.A.C Construction**

Description: **CIP# 3058 Priority Line Replacement**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $1,250,000**

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:** **21/43/B**

Fran Dawaway (Aug 23, 2021 12:29 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issuance of award from ITB 21/73/B issued. 1st. year.

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050395.572970**

Andy Hopkins (Aug 23, 2021 11:13 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

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

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

PRODUCER	CONTACT NAME: Susan Vance	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: svance@downeyandco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Insurance Group	
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	INSURER B : New Mexico Mutual Casualty Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		93890.105	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
SANTA FE NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan J. Vance

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The ACORD name and logo are registered marks of ACORD

of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

Owner: Andrew Sisneros

License Number: 222939

Issued Date: June 07, 2021

Expiration Date: June 07, 2022

CRS Number: 03157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

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 Bill Huey Water Division, PUD

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: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 12:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

Item#_____
Munis Contract# 3202929

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, 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 perform the following work and as described is Exhibit "A" attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

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

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among theparties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to two million seventy four thousand nine hundred twenty seven and ninety five cents ($2,074,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred seventy five thousand seventy two dollars and five cents ($175,072.05) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not two million two million two hundred and fifty thousand dollars ($2,250,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** 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 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 Contractors receipt 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'sliability 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 dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE 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 withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination 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 theCity and records generated under this Agreement. Any non-expendable personal property orequipment 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 asto 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 anyother 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. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the

Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works Building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. 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.

9. 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, duringthe term of this Agreement, shall not acquire any interest, direct or indirect, which would conflictin 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 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article
13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

14. Amendment.

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

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

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and

(f) The impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. 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 imposefelony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, andSanta 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.

19. 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 Mexicoover any and all lawsuits arising under or out of any term of this Agreement.

20. 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.

21. 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 proofof insurance of Contractor's compliance with the provisions of this section as a condition prior toperforming services under this Agreement.

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor 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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 tothe 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 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.

23. 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 bi11ings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorney's 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 damageto persons or property during the time when the Contractor or any officer, agent, employee, servantor 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.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto 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 anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive 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 unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing andshall 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Sub Surface Contracting Inc.
27 A Paseo de River
Santa Fe, NM 87507

29. 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 bindContractor, and that no further action, resolution, or approval from Contractor is necessary to enterinto a binding contract.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:

Neal Keiper
Neal Keiper (Aug 19, 2021 13:26 MDT)

NAME

President

TITLE

DATE: Aug 19, 2021

CRS# 02104256000
Registration # 46991

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 19, 2021 10:05 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	**$ 32.50**	$ 1,137.50	**$ 30.00**	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	**$ 38.00**	$ 1,330.00	**$ 36.00**	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	**$ 36.00**	$ 3,600.00	**$ 34.00**	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	**$ 43.50**	$ 2,175.00	**$ 42.00**	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	**$ 40.50**	$ 6,075.00	**$ 39.00**	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	**$ 49.00**	$ 3,675.00	**$ 48.00**	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	**$ 46.75**	$ 9,350.00	**$ 45.50**	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	**$ 56.00**	$ 1,960.00	**$ 52.00**	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	**$ 52.00**	$ 5,200.00	**$ 49.00**	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	**$ 69.37**	$ 3,468.50	**$ 66.75**	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	**$ 66.25**	$ 9,937.50	**$ 64.50**	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	**$ 87.00**	$ 4,350.00	**$ 79.00**	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	**$ 103.50**	$ 5,175.00	**$ 97.00**	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	**$ 167.50**	$ 8,375.00	**$ 100.00**	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	**$ 42.00**	$ 1,470.00	**$ -**	$ -
80	50	LF	4" DI Water Main, cip, <100'	**$ 63.75**	$ 3,187.50	**$ 57.50**	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	**$ 56.50**	$ 5,650.00	**$ 56.00**	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	**$ 63.50**	$ 4,762.50	**$ 53.00**	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	**$ 56.50**	$ 14,125.00	**$ 51.00**	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	**$ 68.00**	$ 5,100.00	**$ 60.25**	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	**$ 73.00**	$ 18,250.00	**$ 58.00**	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	**$ 77.00**	$ 2,695.00	**$ 65.00**	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	**$ 74.00**	$ 7,400.00	**$ 63.00**	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	**$ 99.00**	$ 4,950.00	**$ 78.00**	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	**$ 89.50**	$ 8,950.00	**$ 74.00**	$ 7,400.00
130	50	LF	14" DI Water Main, cip	**$ 115.50**	$ 5,775.00	**$ 87.00**	$ 4,350.00
135	50	LF	16" DI Water Main, cip	**$ 139.50**	$ 6,975.00	**$ 101.00**	$ 5,050.00
140	50	LF	24" DI Water Main, cip	**$ 207.00**	$ 10,350.00	**$ 159.00**	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	**$ 41.00**	$ 3,075.00	**$ 8.00**	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	**$ 98.00**	$ 4,900.00	**$ 12.00**	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	**$ 154.00**	$ 3,850.00	**$ 30.00**	$ 750.00
160	20	CY	Rock Excavation	**$ 325.00**	$ 6,500.00	**$ 220.00**	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	**$ 50.00**	$ 15,000.00	**$ 65.00**	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	**$ 36.00**	$ 2,700.00	**$ 24.00**	$ 1,800.00
175	1,000	LB	Fitting Installation	**$ 4.50**	$ 4,500.00	**$ 4.00**	$ 4,000.00
180	500	LB	Fitting Insertion	**$ 26.00**	$ 13,000.00	**$ 34.00**	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	**$ 60.00**	$ 1,500.00	**$ 65.00**	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	**$ 86.50**	$ 4,325.00	**$ 105.00**	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	**$ 98.50**	$ 4,925.00	**$ 119.00**	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	**$ 123.00**	$ 2,460.00	**$ 121.00**	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	**$ 147.50**	$ 2,950.00	**$ 145.00**	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	**$ 184.50**	$ 3,690.00	**$ 179.00**	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	**$ 275.00**	$ 2,750.00	**$ 250.00**	$ 2,500.00
220	25	EA	4"Joint Harness	**$ 70.50**	$ 1,762.50	**$ 40.00**	$ 1,000.00
225	50	EA	6" Joint Harness	**$ 95.00**	$ 4,750.00	**$ 110.00**	$ 5,500.00
230	50	EA	8" Joint Harness	**$ 125.00**	$ 6,250.00	**$ 120.00**	$ 6,000.00
235	20	EA	10" Joint Harness	**$ 160.00**	$ 3,200.00	**$ 160.00**	$ 3,200.00
240	20	EA	12" Joint Harness	**$ 192.50**	$ 3,850.00	**$ 180.00**	$ 3,600.00
245	20	EA	14" Joint Harness	**$ 370.00**	$ 7,400.00	**$ 375.00**	$ 7,500.00
250	10	EA	16" Joint Harness	**$ 427.50**	$ 4,275.00	**$ 410.00**	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	**$ 315.00**	$ 3,150.00	**$ 250.00**	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	**$ 1,350.00**	$ 2,700.00	**$ 1,350.00**	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	**$ 1,567.50**	$ 6,270.00	**$ 1,500.00**	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	**$ 1,900.00**	$ 7,600.00	**$ 1,800.00**	$ 7,200.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	**$ 2,250.00**	$ 4,500.00	**$ 2,100.00**	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	**$ 2,650.00**	$ 10,600.00	**$ 2,300.00**	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	**$ 4,747.50**	$ 4,747.50	**$ 4,200.00**	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	**$ 1,650.00**	$ 1,650.00	**$ 1,500.00**	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	**$ 3,587.50**	$ 3,587.50	**$ 3,100.00**	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	**$ 6,050.00**	$ 6,050.00	**$ 4,100.00**	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	**$ 807.50**	$ 1,615.00	**$ 850.00**	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	**$ 925.00**	$ 1,850.00	**$ 1,200.00**	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	**$ 1,200.00**	$ 6,000.00	**$ 1,525.00**	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	**$ 1,650.00**	$ 8,250.00	**$ 1,725.00**	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	**$ 2,315.00**	$ 2,315.00	**$ 2,325.00**	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	**$ 2,900.00**	$ 5,800.00	**$ 2,800.00**	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	**$ 792.50**	$ 792.50	**$ 700.00**	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	**$ 1,837.50**	$ 1,837.50	**$ 1,800.00**	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	**$ 1,950.00**	$ 19,500.00	**$ 1,825.00**	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	**$ 2,475.00**	$ 7,425.00	**$ 2,000.00**	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	**$ 4,000.00**	$ 4,000.00	**$ 3,700.00**	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	**$ 4,552.50**	$ 4,552.50	**$ 4,200.00**	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	**$ 7,025.00**	$ 7,025.00	**$ 6,500.00**	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	**$ 16,755.00**	$ 16,755.00	**$ 16,190.00**	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	**$ 23,750.00**	$ 23,750.00	**$ 23,250.00**	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	**$ 2,800.00**	$ 2,800.00	**$ 2,800.00**	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	**$ 4,975.00**	$ 4,975.00	**$ 4,850.00**	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	**$ 7,680.00**	$ 7,680.00	**$ 6,600.00**	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	**$ 10,042.50**	$ 10,042.50	**$ 9,125.00**	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	**$ 2,987.50**	$ 14,937.50	**$ 3,200.00**	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	**$ 767.50**	$ 1,535.00	**$ 700.00**	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	**$ 1,017.50**	$ 1,017.50	**$ 920.00**	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	**$ 1,350.00**	$ 1,350.00	**$ 700.00**	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	**$ 887.50**	$ 887.50	**$ 575.00**	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	**$ 1,657.50**	$ 1,657.50	**$ 1,500.00**	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	**$ 1,420.00**	$ 1,420.00	**$ 1,300.00**	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	**$ 6,780.00**	$ 6,780.00	**$ 6,725.00**	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	**$ 7,065.50**	$ 7,065.50	**$ 6,950.00**	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	**$ 8,432.50**	$ 8,432.50	**$ 8,195.00**	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	**$ 11,091.50**	$ 11,091.50	**$ 10,800.00**	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	**$ 15,362.50**	$ 15,362.50	**$ 14,925.00**	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	**$ 29,837.50**	$ 29,837.50	**$ 29,500.00**	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	**$ 2,970.00**	$ 2,970.00	**$ 2,750.00**	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	**$ 4,245.00**	$ 4,245.00	**$ 3,940.00**	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	**$ 825.00**	$ 825.00	**$ 450.00**	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	**$ 1,025.00**	$ 1,025.00	**$ 550.00**	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	**$ 1,275.00**	$ 1,275.00	**$ 750.00**	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	**$ 4,000.00**	$ 4,000.00	**$ 3,185.00**	$ 3,185.00
495	20	EA	Valve Box, cip.	**$ 575.00**	$ 11,500.00	**$ 625.00**	$ 12,500.00
500	5	EA	Valve Box Replacement	**$ 750.00**	$ 3,750.00	**$ 775.00**	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	**$ 425.00**	$ 2,125.00	**$ 325.00**	$ 1,625.00
510	3	EA	Valve Box Adjustment	**$ 600.00**	$ 1,800.00	**$ 550.00**	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	**$ 200.00**	$ 200.00	**$ 250.00**	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	**$ 925.00**	$ 3,700.00	**$ 825.00**	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	**$ 1,000.00**	$ 8,000.00	**$ 1,050.00**	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	**$ 1,500.00**	$ 12,000.00	**$ 1,075.00**	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	**$ 1,000.00**	$ 7,000.00	**$ 1,025.00**	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	**$ 8,900.00**	$ 8,900.00	**$ 8,995.00**	$ 8,995.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
545	1	ACRE	Native Seeding	**$ 2,600.00**	$ 2,600.00	**$ 2,275.00**	$ 2,275.00
550	1	EA	Bollards (pair)	**$ 1,180.00**	$ 1,180.00	**$ 975.00**	$ 975.00
555	18	LF	4" Steel Casing	**$ 31.37**	$ 564.66	**$ 95.00**	$ 1,710.00
560	18	LF	4" PVC Casing	**$ 15.40**	$ 277.20	**$ 75.00**	$ 1,350.00
565	18	LF	14" Steel Casing	**$ 107.43**	$ 1,933.74	**$ 175.00**	$ 3,150.00
570	18	LF	16" Steel Casing	**$ 124.02**	$ 2,232.36	**$ 200.00**	$ 3,600.00
575	18	LF	18" Steel Casing	**$ 144.03**	$ 2,592.54	**$ 275.00**	$ 4,950.00
580	18	LF	22" Steel Casing	**$ 234.94**	$ 4,228.92	**$ 300.00**	$ 5,400.00
585	18	LF	26" Steel Casing	**$ 290.67**	$ 5,232.06	**$ 400.00**	$ 7,200.00
590	18	LF	28" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
595	18	LF	30" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
600	18	LF	36" Steel Casing	**$ 287.03**	$ 5,166.54	**$ 500.00**	$ 9,000.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	**$ 575.00**	$ 28,750.00	**$ 40.00**	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	**$ 62.00**	$ 1,116.00	**$ 39.00**	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2”	**$ 29.50**	$ 737.50	**$ 65.00**	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2”-6”	**$ 17.70**	$ 3,540.00	**$ 65.00**	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2”	**$ 97.50**	$ 975.00	**$ 90.00**	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2”-6”	**$ 132.50**	$ 1,325.00	**$ 95.00**	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	**$ 12.00**	$ 600.00	**$ 25.00**	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	**$ 65.00**	$ 650.00	**$ 30.00**	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 72.00**	$ 3,600.00	**$ 75.00**	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 84.96**	$ 849.60	**$ 75.00**	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 1,675.60	**$ 75.00**	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 7,450.00	**$ 75.00**	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 745.00	**$ 75.00**	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 167.56	**$ 75.00**	$ 75.00
695	10	SY	Replace Concrete Pavement	**$ 261.50**	$ 2,615.00	**$ 275.00**	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	**$ 155.00**	$ 1,550.00	**$ 170.00**	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0”-2”	**$ 56.00**	$ 560.00	**$ 85.00**	$ 850.00
715	10	CY	Replace Gravel Surface, 2”-4”	**$ 66.00**	$ 660.00	**$ 120.00**	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0’-3”	**$ 34.00**	$ 5,100.00	**$ 35.00**	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3”-6”	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	**$ 1,262.50**	$ 5,050.00	**$ 1,475.00**	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	**$ 1,662.50**	$ 3,325.00	**$ 1,775.00**	$ 3,550.00
740	2	EA	Service, 1", New Main	**$ 1,887.50**	$ 3,775.00	**$ 1,825.00**	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
750	1	EA	Service, 2", New Main	**$ 3,985.00**	$ 3,985.00	**$ 3,870.00**	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	**$ 1,450.00**	$ 7,250.00	**$ 1,475.00**	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	**$ 1,912.50**	$ 3,825.00	**$ 1,775.00**	$ 3,550.00
765	1	EA	Service, 1", Existing Main	**$ 1,900.00**	$ 1,900.00	**$ 1,825.00**	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
775	1	EA	Service, 2", Existing Main	**$ 4,300.00**	$ 4,300.00	**$ 3,870.00**	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	**$ 1,602.50**	$ 8,012.50	**$ 1,475.00**	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	**$ 1,950.00**	$ 3,900.00	**$ 1,775.00**	$ 3,550.00
790	1	EA	Service Replacement, 1”	**$ 2,100.00**	$ 2,100.00	**$ 1,825.00**	$ 1,825.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
795	1	EA	Service Replacement, 1 1/2"	**$ 3,875.00**	$ 3,875.00	**$ 3,450.00**	$ 3,450.00
800	1	EA	Service Replacement, 2"	**$ 4,512.00**	$ 4,512.00	**$ 3,870.00**	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	**$ 1,000.00**	$ 3,000.00	**$ 895.00**	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	**$ 1,150.00**	$ 1,150.00	**$ 915.00**	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	**$ 1,800.00**	$ 1,800.00	**$ 1,400.00**	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	**$ 1,900.00**	$ 1,900.00	**$ 1,400.00**	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	**$ 812.50**	$ 4,062.50	**$ 725.00**	$ 3,625.00
830	2	EA	Service Transfer, 1"	**$ 912.50**	$ 1,825.00	**$ 825.00**	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	**$ 1,112.50**	$ 1,112.50	**$ 925.00**	$ 925.00
840	1	EA	Service Transfer at Main, 2"	**$ 1,325.00**	$ 1,325.00	**$ 975.00**	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	**$ 962.50**	$ 962.50	**$ 725.00**	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	**$ 437.50**	$ 437.50	**$ 525.00**	$ 525.00
855	1	EA	Adjust Meter Box To Grade	**$ 412.50**	$ 412.50	**$ 425.00**	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	**$ 500.00**	$ 5,500.00	**$ 650.00**	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	**$ 462.50**	$ 1,850.00	**$ 675.00**	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	**$ 562.50**	$ 1,687.50	**$ 750.00**	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	**$ 650.00**	$ 1,950.00	**$ 775.00**	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	**$ 28.75**	$ 2,875.00	**$ 31.50**	$ 3,150.00
885	100	LF	Service Tubing, 1"	**$ 34.12**	$ 3,412.00	**$ 33.75**	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	**$ 46.50**	$ 4,650.00	**$ 44.00**	$ 4,400.00
895	25	LF	Service Tubing, 2"	**$ 65.50**	$ 1,637.50	**$ 53.00**	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	**$ 450.00**	$ 450.00	**$ 1,550.00**	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	**$ 8,045.00**	$ 8,045.00	**$ 15,500.00**	$ 15,500.00
910	1	EA	Automatic Flushing Valve	**$ 5,867.50**	$ 5,867.50	**$ 4,350.00**	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	**$ 1,440.00**	$ 1,440.00	**$ 1,200.00**	$ 1,200.00
925	1	Allow.	Street-Cut Permits	**$ 175.00**	$ 175.00	**$ 375.00**	$ 375.00
930	1	EA	Project Signs	**$ 675.00**	$ 675.00	**$ 450.00**	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs.)	**$ 250.00**	$ 2,500.00	**$ 185.00**	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	**$ 725.00**	$ 725.00	**$ 700.00**	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck with tools	**$ 35.00**	$ 6,125.00	**$ 30.00**	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	**$ 57.00**	$ 4,560.00	**$ 58.00**	$ 4,640.00
9200	8	HR	Compressor with tools	**$ 54.00**	$ 432.00	**$ 35.00**	$ 280.00
9300	16	HR	Dump Truck	**$ 65.00**	$ 1,040.00	**$ 60.00**	$ 960.00
9400	4	HR	Pump	**$ 25.00**	$ 100.00	**$ 15.00**	$ 60.00
9500	300	HR	Laborer	**$ 42.50**	$ 12,750.00	**$ 43.00**	$ 12,900.00
9600	200	HR	Pipe Fitter	**$ 44.50**	$ 8,900.00	**$ 45.00**	$ 9,000.00
9700	200	HR	Equipment Operator	**$ 57.50**	$ 11,500.00	**$ 58.00**	$ 11,600.00
9800	175	HR	Foreman	**$ 59.50**	$ 10,412.50	**$ 60.00**	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	**$ 1,000.00**	$ 1,000.00	**$ 900.00**	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00

Signature: Michael Moya
Michael Moya (Aug 18, 2021 07:37 MDT)

Email: mrmoya@ci.santa-fe.nm.us

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202929**

Contractor: **Sub Surface Contracting**

Description: **CIP# 3058 Priority Line Replacement**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $2,250,000**

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:** **21/43/B**

Fran Delaway (Aug 23, 2021 12:29 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issuance of award from ITB 21/43/B. 1st. year.

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050395.572970**

Andy Hopkins Aug 23, 2021

Andy Hopkins (Aug 23, 2021 11:13 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
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	INSURER E :
	INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

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AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: April 01, 2021

Classification: Contractor - Specially

Expiration Date: April 01, 2022

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

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 Bill Huey Water Division, PUD

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: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 12:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7b

Request Approval for Award of Bid Number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C Construction, LLC. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)
1) Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $3,500,000.

Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/08/21 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710.

Committee	**Review:**
Finance Committee:	08/30/2021
Quality of Life:	09/01/2021
Governing Body: 09/08/2021	

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **August 13, 2021**

TO: **Finance Committee**
Quality of Life Committee
Governing Body

VIA: **Kyra Ochoa, Community Health and Safety Director** Kyra Ochoa (Aug 13, 2021 10:00 MDT)

FROM: **Gino Rinaldi, Senior Services Division Director** Gino Rinaldi (Aug 13, 2021 08:54 MDT)
Yvette Sweeney, DSS Nutrition Program Manager

ITEM AND ISSUE:
Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:
The Area Agency on Aging Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older Americans Act (OAA), as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Title III Federal & State Sub-Award.

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
The FY22 Munis contract number is 3202877.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grants/Fund 241
Munis Org Name/Number: Senior Center Programs/2410115, 2410114, 2410113,
Munis Object Name/Number: US AAOa (490715), NMAAOa (490710), Expense Objects Various

ACTION REQUESTED:
Community Health and Safety Department 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 # **3202877**

Contractor: **North Central New Mexico Economic Development District-Non Metro AAA**

Description: **To provide services to eligible clientele who receive Transportation, Nutrition, and In-Home Support services during FY 2022.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** Term End Date: **06/30/22**

☐ Approved by Council Date: _____

Contract / Lease: 2021-22-60026

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 Delaway (Aug 23, 2021 08:56 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Sub-Grantee funding- Procurement Method/ entity to entity 13-1-98 A.

4. **Funding Source: NCNMEDD AAA Revenue 490710,490715** **Org / Object:** _____

Andy Hopkins (Aug 20, 2021 10:24 MDT) Aug 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Expense Org:2410115,2410114,2410113, Objects Various**

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District-Non Metro AAA

Procurement Title: FY 22 Nutrition Services Incentive Program (Title III)

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 Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Anya Alarid — Program Manager — 07/26/2021

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

Fran Delaway — Chief Procurement Officer — Aug 23, 2021

Fran Delaway (Aug 23, 2021 08:56 MDT)

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

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

North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com

MEMORANDUM 2021-02

Date: July 22, 2021, Constant Contact Correspondence

To: Non-Metro Area Agency on Aging Subrecipient Contractors

From: Crystal L. Sanchez, Community Services Director
Monica Abeita, NCNMEDD Executive Director

Re: FY 2021-2022 Title III Federal and State Sub-Award Contract

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Non-Metro Area Agency on Aging in accordance with the Older American Act of 1965 OAA) as amended and as provided by the New Mexico Aging and Long-Term Services Department, has attached the Subrecipient Contractors Sub-Awards for the program period July 1, 2021, through June 30, 2022.

The FY22 Title III Federal and State HB 2 (Title III Sub-Award) award is provided to each subrecipient contractor eligible for the sub-award. In addition to the contract(s) you will find the *Units of Service Crossword Definitions* document which reflect the COVID definition updates as well as the Program Reporting Guidance – Covid Response.

By August 1, 2021, Non-Metro AAA will release 1/12 of the annual Title III contract budget awarded to each sub-recipient contractor. With the July disbursement, monthly expense reporting workbooks will be provided to each Title ill subrecipient contractor for continued use in FY21-22.

Upon review of each Subrecipient Contract as applicable, the individual signing this Agreement warrants that he or she has the power and authority to bind the Subrecipient Contractor into a binding contract with NCNMEDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2021.

Once each contract and Notice of Grant Award are signed, please send the scanned signed pages to the attention of Evone D. Gallegos at evoneg@ncnmedd.com and copy Crystal L. Sanchez at crystals@ncnmedd.com and Nancy Arias-Macias at nancyam@ncnnmedd.com electronically.

If you have any questions, please call Evone D. Gallegos at 505-303-2647.

Contract No. 2021-22-60026

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

TITLE III FEDERAL AND STATE SUB-AWARD

(City of Santa Fe) hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long-Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
Attachment: FY22 Units of Service -Crosswalk - Definitions

C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

D. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed $866,912.20. Said aggregate amount is to be derived from the following sources.

1. $75,459.20 from Title III-B of the OAA;
2. $96,279.00 from Title III-C1 of the OAA;
3. $32,418.00 from Title III-C2 of the OAA;
4. $0.00 from Title III-D of the OAA;
5. $81,199.00 from Title III-E of the OAA;
6. $23,640.00 from Supplemental IIIC-2 of the OAA;
7. $540,896.00 from the NMGAA-State/HB-2; and
8. $17,021.00 from the NMGAA-State Nonrecurring.

E. Payment for services shall be consistent with all applicable federal and state laws and regulations. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This must be tracked by the Subrecipient Contractor and expenditures must be allocated to these funds.

F. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient

Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
   a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA

Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.

b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.

10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (https://www.fema.gov/disaster/4529) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver –to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*

The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Subrecipient Contractor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and

program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.

4. Non-governmental Subrecipient Contractors expending between $25,000 in federal and state funds combined and less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those Subrecipient Contractors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

I. *Equal Opportunity Compliance.*

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

J. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.
This Agreement **shall begin on July 1, 2021, and terminate on June 30, 2022**, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.
A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the

performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.

3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.
The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.
The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.
Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

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

14. CONFLICT OF INTEREST.
The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

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

16. MERGER.
This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings

have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. 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.

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT.

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

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 limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

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

AGENCY:
NCNMEDD
Crystal L. Sanchez
3900 Paseo Del Sol
Santa Fe, NM 87507

City of Santa Fe:
_____
_____
_____
_____

28. INSURANCE.

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe
Legal Name of Subrecipient Contractor

_____
Signature

_____
Printed/Typed Name of Signatory

_____
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2021
Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: City of Santa Fe ADDRESS:			APPROVED BUDGET PERIOD FROM: 7/1/2021 TO: 6/30/2022		Grant/Action New/Cont: X Revision: BAR: Other:	NGA DATE 6/1/2021
DESCRIPTION	FEDERAL	STATE	LOCAL	PROGRAM INCOME	Other:	TOTAL
Title IIIB 93.044 Access	$ 48,568.00	$ 91,601.00	$ 656,927.37	$ -	$ -	$ 797,096.37
In-Home	$ 26,891.20	$100,026.00	$ 302,996.94	$ -	$ -	$ 429,914.14
Community All Other	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ 75,459.20	$191,627.00	$ 959,924.31	$ -	$ -	$ 1,227,010.51
Title IIIC1 93.045 Meal Costs	$ 96,279.00	$105,548.00	$ 338,019.12	$ -	$ -	$ 539,846.12
Sub Total	$ 96,279.00	$105,548.00	$ 338,019.12	$ -	$ -	$ 539,846.12
Title IIIC2 Supplemental 93.045	$ 23,640.00					$ 23,640.00
Title IIIC2 93.045 Meal Costs	$ 32,418.00	$150,121.00	$ 352,917.20	$ 80,000.00	$ -	$ 615,456.20
SubTotal	$ 56,058.00	$150,121.00	$ 352,917.20	$ 80,000.00	$ -	$ 639,096.20
Title IIID 93.043 Evidence-Based Health	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ -	$ -	$ -	
Title IIIE 93.052 Care Giver Support	$ 81,199.00	$ 93,600.00	$ 269,526.14	$ -	$ -	$ 444,325.14
Sub Total	$ 81,199.00	$ 93,600.00	$ 269,526.14	$ -	$ -	$ 444,325.14
DEMONSTRATION GRANT ALZHEIMER Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
ALL STATE OTHER	$ -	$ 17,021.00	$ -	$ -	$ -	$ 17,021.00
Sub Total	$ -	$ 17,021.00	$ -	$ -	$ -	$ 17,021.00
SUB TOTALS Title IIIB 93.044	$ 75,459.20	$191,627.00	$ 959,924.31	$ -	$ -	$ 1,227,010.51
Title IIIC1 93.045	$ 96,279.00	$105,548.00	$ 338,019.12	$ -	$ -	$ 539,846.12
Title IIIC2 93.045	$ 56,058.00	$150,121.00	$ 352,917.20	$ 80,000.00	$ -	$ 639,096.20
Title IIID 93.043	$ -	$ -	$ -	$ -	$ -	$ -
Title IIIE 93.052	$ 81,199.00	$ 93,600.00	$ 269,526.14	$ -	$ -	$ 444,325.14
Alzheimer Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
All State Other	$ -	$ 17,021.00	$ -	$ -	$ -	$ 17,021.00
GRAND TOTAL	$308,995.20	$557,917.00	$ 1,920,386.77	$ 80,000.00	$ -	$ 2,867,298.97

COMPUTATION OF GRANT		8.Federal/State Shares will be comprised of:			
1.EstimatedTotal Cost.....	$2,867,298.97	a.Federal/State	FY 20__	Federal	
2.LESS Anticipated Proj. Inc.	$ 80,000.00	grant unearned		State	
3.Estimated Net Cost.....	$2,787,298.97	in previous project year(s)			
4.Non-federal and Non-state Share of Net Cost.....		b. Carry Over	FY 20___	Federal State	
5.Proj. Inc.	$ 80,000.00				
6.Federal Share of Net Cost.....	$ 308,995.20				
7.State Share of Net Cost....	$ 557,917.00	c. New Obligational Authority Herein Awarded	FY 21-22	Federal State	$ 308,995.20 $ 557,917.00

7/20/20213:37 PM

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

☒ 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.

☒ 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non- state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.

☒ 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.

☒ 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification, and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.

☒ 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.

☒ 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we agree with the terms and conditions of this award.
	Date:
Monica Abeita 01-01-2022	Date:
Monica Abeita Date Executive Director	

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 23, 2021 09:47 MDT)

_____

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

2410113, 2410114, 2410115/OBJECTS VARIOUS

_____

ORG/OBJECT AJH

AJH

City of Santa Fe, New Mexico
Memorandum

DATE: **August 13, 2021**

TO: **Finance Committee**
Quality of Life Committee
Governing Body

VIA: **Kyra Ochoa, Community Health and Safety Director** Kyra Ochoa (Aug 13, 2021 10:00 MDT)

FROM: **Gino Rinaldi, Senior Services Division Director** Gino Rinaldi (Aug 13, 2021 08:54 MDT)
Yvette Sweeney, DSS Nutrition Program Manager

ITEM AND ISSUE:
Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:
The Area Agency on Aging Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older Americans Act (OAA), as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Title III Federal & State Sub-Award.

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
The FY22 Munis contract number is 3202877.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grants/Fund 241
Munis Org Name/Number: Senior Center Programs/2410115, 2410114, 2410113,
Munis Object Name/Number: US AAOa (490715), NMAAOa (490710), Expense Objects Various

ACTION REQUESTED:
Community Health and Safety Department 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 # **3202877**

Contractor: **North Central New Mexico Economic Development District-Non Metro AAA**

Description: **To provide services to eligible clientele who receive Transportation, Nutrition, and In-Home Support services during FY 2022.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** Term End Date: **06/30/22**

☐ Approved by Council Date: _____

Contract / Lease: 2021-22-60026

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 Delaway (Aug 23, 2021 08:56 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Sub-Grantee funding- Procurement Method/ entity to entity 13-1-98 A.

4. **Funding Source: NCNMEDD AAA Revenue 490710,490715** **Org / Object:** _____

Andy Hopkins (Aug 20, 2021 10:24 MDT) Aug 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Expense Org:2410115,2410114,2410113, Objects Various**

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District-Non Metro AAA

Procurement Title: FY 22 Nutrition Services Incentive Program (Title III)

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 Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Anya Alarid — Program Manager — 07/26/2021

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

Fran Delaway — Chief Procurement Officer — Aug 23, 2021

Fran Delaway (Aug 23, 2021 08:56 MDT)

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

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

North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com

MEMORANDUM 2021-02

Date: July 22, 2021, Constant Contact Correspondence

To: Non-Metro Area Agency on Aging Subrecipient Contractors

From: Crystal L. Sanchez, Community Services Director
Monica Abeita, NCNMEDD Executive Director

Re: FY 2021-2022 Title III Federal and State Sub-Award Contract

---

Non-Metro Area Agency on Aging in accordance with the Older American Act of 1965 OAA) as amended and as provided by the New Mexico Aging and Long-Term Services Department, has attached the Subrecipient Contractors Sub-Awards for the program period July 1, 2021, through June 30, 2022.

The FY22 Title III Federal and State HB 2 (Title III Sub-Award) award is provided to each subrecipient contractor eligible for the sub-award. In addition to the contract(s) you will find the *Units of Service Crossword Definitions* document which reflect the COVID definition updates as well as the Program Reporting Guidance – Covid Response.

By August 1, 2021, Non-Metro AAA will release 1/12 of the annual Title III contract budget awarded to each sub-recipient contractor. With the July disbursement, monthly expense reporting workbooks will be provided to each Title ill subrecipient contractor for continued use in FY21-22.

Upon review of each Subrecipient Contract as applicable, the individual signing this Agreement warrants that he or she has the power and authority to bind the Subrecipient Contractor into a binding contract with NCNMEDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2021.

Once each contract and Notice of Grant Award are signed, please send the scanned signed pages to the attention of Evone D. Gallegos at evoneg@ncnmedd.com and copy Crystal L. Sanchez at crystals@ncnmedd.com and Nancy Arias-Macias at nancyam@ncnnmedd.com electronically.

If you have any questions, please call Evone D. Gallegos at 505-303-2647.

Contract No. 2021-22-60026

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

TITLE III FEDERAL AND STATE SUB-AWARD

(City of Santa Fe) hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long-Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
Attachment: FY22 Units of Service -Crosswalk - Definitions

C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

D. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed $866,912.20. Said aggregate amount is to be derived from the following sources.

1. $75,459.20 from Title III-B of the OAA;
2. $96,279.00 from Title III-C1 of the OAA;
3. $32,418.00 from Title III-C2 of the OAA;
4. $0.00 from Title III-D of the OAA;
5. $81,199.00 from Title III-E of the OAA;
6. $23,640.00 from Supplemental IIIC-2 of the OAA;
7. $540,896.00 from the NMGAA-State/HB-2; and
8. $17,021.00 from the NMGAA-State Nonrecurring.

E. Payment for services shall be consistent with all applicable federal and state laws and regulations. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This must be tracked by the Subrecipient Contractor and expenditures must be allocated to these funds.

F. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient

Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
   a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA

Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.

b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.

10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (https://www.fema.gov/disaster/4529) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver –to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*

The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Subrecipient Contractor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and

program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.

4. Non-governmental Subrecipient Contractors expending between $25,000 in federal and state funds combined and less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those Subrecipient Contractors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

I. *Equal Opportunity Compliance.*

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

J. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.
This Agreement **shall begin on July 1, 2021, and terminate on June 30, 2022**, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.
A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the

performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.

3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.
The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.
The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.
Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

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

14. CONFLICT OF INTEREST.
The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

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

16. MERGER.
This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings

have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. 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.

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT.

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

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 limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

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

AGENCY:
NCNMEDD
Crystal L. Sanchez
3900 Paseo Del Sol
Santa Fe, NM 87507

City of Santa Fe:
_____
_____
_____
_____

28. INSURANCE.

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe
Legal Name of Subrecipient Contractor

_____
Signature

_____
Printed/Typed Name of Signatory

_____
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2021
Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: City of Santa Fe ADDRESS:			APPROVED BUDGET PERIOD FROM: 7/1/2021 TO: 6/30/2022		Grant/Action New/Cont: X Revision: BAR: Other:	NGA DATE 6/1/2021
DESCRIPTION	FEDERAL	STATE	LOCAL	PROGRAM INCOME	Other:	TOTAL
Title IIIB 93.044 Access	$ 48,568.00	$ 91,601.00	$ 656,927.37	$ -	$ -	$ 797,096.37
In-Home	$ 26,891.20	$100,026.00	$ 302,996.94	$ -	$ -	$ 429,914.14
Community All Other	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ 75,459.20	$191,627.00	$ 959,924.31	$ -	$ -	$ 1,227,010.51
Title IIIC1 93.045 Meal Costs	$ 96,279.00	$105,548.00	$ 338,019.12	$ -	$ -	$ 539,846.12
Sub Total	$ 96,279.00	$105,548.00	$ 338,019.12	$ -	$ -	$ 539,846.12
Title IIIC2 Supplemental 93.045	$ 23,640.00					$ 23,640.00
Title IIIC2 93.045 Meal Costs	$ 32,418.00	$150,121.00	$ 352,917.20	$ 80,000.00	$ -	$ 615,456.20
SubTotal	$ 56,058.00	$150,121.00	$ 352,917.20	$ 80,000.00	$ -	$ 639,096.20
Title IIID 93.043 Evidence-Based Health	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ -	$ -	$ -	
Title IIIE 93.052 Care Giver Support	$ 81,199.00	$ 93,600.00	$ 269,526.14	$ -	$ -	$ 444,325.14
Sub Total	$ 81,199.00	$ 93,600.00	$ 269,526.14	$ -	$ -	$ 444,325.14
DEMONSTRATION GRANT ALZHEIMER Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
ALL STATE OTHER	$ -	$ 17,021.00	$ -	$ -	$ -	$ 17,021.00
Sub Total	$ -	$ 17,021.00	$ -	$ -	$ -	$ 17,021.00
SUB TOTALS Title IIIB 93.044	$ 75,459.20	$191,627.00	$ 959,924.31	$ -	$ -	$ 1,227,010.51
Title IIIC1 93.045	$ 96,279.00	$105,548.00	$ 338,019.12	$ -	$ -	$ 539,846.12
Title IIIC2 93.045	$ 56,058.00	$150,121.00	$ 352,917.20	$ 80,000.00	$ -	$ 639,096.20
Title IIID 93.043	$ -	$ -	$ -	$ -	$ -	$ -
Title IIIE 93.052	$ 81,199.00	$ 93,600.00	$ 269,526.14	$ -	$ -	$ 444,325.14
Alzheimer Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
All State Other	$ -	$ 17,021.00	$ -	$ -	$ -	$ 17,021.00
GRAND TOTAL	$308,995.20	$557,917.00	$ 1,920,386.77	$ 80,000.00	$ -	$ 2,867,298.97

COMPUTATION OF GRANT		8.Federal/State Shares will be comprised of:			
1.EstimatedTotal Cost.....	$2,867,298.97	a.Federal/State	FY 20__	Federal	
2.LESS Anticipated Proj. Inc.	$ 80,000.00	grant unearned		State	
3.Estimated Net Cost.....	$2,787,298.97	in previous project year(s)			
4.Non-federal and Non-state Share of Net Cost.....		b. Carry Over	FY 20___	Federal State	
5.Proj. Inc.	$ 80,000.00				
6.Federal Share of Net Cost.....	$ 308,995.20				
7.State Share of Net Cost....	$ 557,917.00	c. New Obligational Authority Herein Awarded	FY 21-22	Federal State	$ 308,995.20 $ 557,917.00

7/20/20213:37 PM

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

☒ 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.

☒ 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non- state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.

☒ 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.

☒ 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification, and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.

☒ 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.

☒ 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we agree with the terms and conditions of this award.
	Date:
Monica Abeita 01-01-2022	Date:
Monica Abeita Date Executive Director	

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 23, 2021 09:47 MDT)

_____

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

2410113, 2410114, 2410115/OBJECTS VARIOUS

_____

ORG/OBJECT AJH

AJH

ACTION SHEET QUALITY OF LIFE MEETING OF 9/1/2021
ISSUE NO. 7f Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710. **Committee Review:** Finance Committee: 08/30/2021 Quality of Life: 09/01/2021 Governing Body: 09/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/8/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for the Approval of the Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 including New Mexico gross receipts tax Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491

1) Request for Approval of BAR Amendment to Allocate $4,000,000 for use of General Fund GRT revenues earned in the prior year (FY21) above budgeted revenue to fund the Southside Teen Center project.

Committee	**Review:**
Finance Committee:	8/30/2021
Public Works and Utilities Committee:	9/7/2021
Governing Body: 9/8/2021	

FINANCE COMMITTEE ACTION:
BAR Approved on discussion. Contract Postponed until 9/27 PWC then to move to GB

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / CIP	8/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Facilities CIP - WIP Construction	3209980	572970	FA183200T	4,000,000	
Facilities Admin - Capital Transfer to Facilities CIP	1000431	760320		4,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Facilities CIP - Capital Transfer from General Fund	3209980	660100		(4,000,000)	
				$ 4,000,000	$ -

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

Use of General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates to cover bid overage and provide sufficient start-up funding in order to fund the Southside Teen Center project

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(4,000,000)
TOTAL:	**(4,000,000)**

Andy Hopkins — 8/12/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Aug 25, 2021 09:37 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis Lotero
Alexis Lotero (Aug 25, 2021 09:43 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for the Approval of the Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 including New Mexico gross receipts tax Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491

1) Request for Approval of BAR Amendment to Allocate $4,000,000 for use of General Fund GRT revenues earned in the prior year (FY21) above budgeted revenue to fund the Southside Teen Center project.

Committee	**Review:**
Finance Committee:	8/30/2021
Public Works and Utilities Committee:	9/7/2021
Governing Body: 9/8/2021	

FINANCE COMMITTEE ACTION:
BAR Approved on discussion. Contract Postponed until 9/7 or 9/27 PWC then to move to GB

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7f

Request for Approval of Budget Amendment Resolution (BAR) Amendment to Allocate $4,000,000 for Use of General Fund GRT Revenues Earned in the Prior Year (FY21) Above Budgeted Revenue to Fund the Southside Teen Center Project. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/08/21 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

Santa Fe Regional Airport

MEMO

DATE: August 16, 2021

TO: Public Works/Utilities Committee, Finance Committee, and City Council

Regina Wheeler

VIA: Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager

ISSUE: Award ITB #21/38/B to low bidder EMCO of Santa Fe, LLC. Work for Runway 2- Runway Safety Area (RSA) grading in a total amount of $396,886.41, inclusive of New Mexico gross receipt tax.

SUMMARY:
In March 2020, the Airport received a letter from the FAA indicating that during a safety inspection the FAA found runway 2 RSA approach was out of compliance causing unsafe over run conditions and required action.

The Airport has two options to address this condition. One would be to shorten the runway and other would be to repair the RSA. Shorting the runway would result in shutting down navigational aids such as the Instrument Landing System (ILS) and Visual Approach Slope Indicator (VASI). This is not a viable option due to commercial aircraft not being able to operate during inclement weather. With a shorter runway commercial aircraft would have to limit the number of passengers to reduce the aircraft weight, in order to safely increase its aircraft performance at our high altitude.

Completing repairs on the RSA and maintaining the length of the runway will benefit the airport, city, and region not only by maintaining safe performance for commercial flights, but also by demonstrating to the FAA that the City is committed to continue having a high performing commercial airport. The City's completion of this project will positively influence future funding requests to the FAA, and support the vision for expansion of the Santa Fe Regional Airport.

Further detailed construction information of the work to be done for this project can be found on exhibit "B", as attached.

BUDGET:
This project is funded 100% by FAA AIP Grant 3-35-0037-54-2021.

From ITB #21/38/B that was issued, we received 3 bids; low bid in the amount of $396,886.41 was received. The Engineer's original opinion of probable construction cost was $789,836.80, and the received bid from EMCO of Santa Fe, LLC is $392,950.39 below the projected cost amount from the Engineer.

Secured funding is available for this project in Org/Object 5450407.572970, Project String AIR22545OA.

Services were procured using City of Santa Fe Invitation to Bid #21/38/B; City of Santa Fe Munis contract #3202907 has been issued for this procurement.

SCHEDULE:
Finance Committee: 08/30/2021
Public Works/Utilities Committee: 09/07/2021
City Council: 09/08/2021

The project is scheduled for completion within 120 days, depending on the weather and temperature after the Notice to Proceed (NTP) is received by the contractor. Taking into account the time needed for all required City approvals, the anticipated NTP date is 09/13/2021 with substantial completion set as 01/11/2022.

REQUESTED ACTION:
Approve award of ITB #21/38/B to low bidder EMCO of Santa Fe, LLC, for $396,886.41, inclusive of New Mexico gross receipt tax for Runway 2 RSA grading.

ATTACHMENTS:

Construction Agreement
Exhibit A – Bid Proposal
Exhibit B – Bid Documents from Engineer
Exhibit C – Contractor's Certificate of Insurance(s)
Exhibit D – City of Santa Fe Business License
Summary of Contract Form
Other Procurement Method Form

Signature:

Email: rawheeler@ci.santa-fe.nm.us

B.1 CONSTRUCTION AGREEMENT

CITY OF SANTA FE

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 **EMCO of Santa Fe, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   A. The Contractor shall perform the following work: Runway 02 RSA Grading.

   B. *Performance Measures.*
   Contractor shall substantially perform the following Performance Measures:
   1) Specifications dictate minimum requirements for project acceptance.

   The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in Attachment 1, see below.

2. **Compensation.**
   A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed ($396,886.41), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($396,886.41). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022,** 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. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. **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.

9. **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

10. **Release.**

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

11. **Confidentiality.**

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

12. **Product of Service – Copyright.**

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

application for copyright or other claim of ownership by or on behalf of the Contractor.

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

14. **Amendment.**

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

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

15. **Change Orders.**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only

be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. 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.

18. 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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: City of Santa Fe

Name: Mark Baca

Address: P.O. Box 909, Santa Fe, NM 87504

Email: mdbaca@santafenm.gov

To the Contractor: EMCO of Santa Fe LLC

Name: Katharine C. Fishman, Managing Member

Address: 3810 Oliver Drive, Santa Fe, New Mexico 87507

Email: info@emcoofsantafe.com

29. Authority.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
EMCO OF SANTA FE, LLC.

_____
NAME

Manager
TITLE

DATE: 8/23/2021
CRS#: 03245374004
Registration #: 225893

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 12, 2021 13:01 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

5450407.572970 AIR22545OA
Org. Name / Org#

AJH
AJH

Attachment 1

Scope of Work

Performance Measures

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Contractor's Strategic Plan:

Goal: To modify the surface slopes on Runway 02 RSA grading and reconfigure the alignment to meet current FAA standards.

Objective: To grade the runway safety area to meet FAA criteria of ≤5% grade.

Activities: Earthwork cut and fill, construction testing to meet specifications.

A contract time will be established to control project schedule and quality assurance tests will be performed to ensure acceptability of work performed and materials furnished. Minimum performance standards are provided in specifications.

MOLZENCORBIN

June 30, 2021

Mr. Mark Baca
Airport Manager
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504

RE: Santa Fe Municipal Airport – Runway 02 Runway Safety Area (RSA) Grading SAF182-19
City of Santa Fe Bid # 21/38/B; AIP 3-35-0037-54-2021; NMDOT AD Grant SAF-21-02

Dear Mr. Baca:

A total of three (3) Bids were received for the above-referenced project at 3:00 p.m. on June 24, 2021. A summary of the Bids received and the Engineer's Estimate is provided on the enclosed Bid Tabulation and Bid Evaluation Summary (with corrections noted) and are summarized as follows:

EMCO of Santa Fe, LLC (EMCO)	$396,886.41*
Sparling Construction	$536,299.08*
Meridian Contracting	$974,101.38*
Engineer's Opinion of Probable Construction Cost	$789,836.80*

*All of these amounts include the PNM Allowance and New Mexico Gross Receipts Tax at the rate of 8.4375%.

- EMCO is a registered Contractor in the State of New Mexico, License No. 374873, with active License Classifications GA98, GB98, and GF98. We have verified this information with Contractor Licensing Services, Inc. (www.contractorsnm.com).
- EMCO has a current and valid New Mexico Department of Workforce Solutions Contractor Registration Number, No. 002198720110315.

This project would normally be funded at 93.75% by the Federal Aviation Administration (FAA), 3.125% by the New Mexico Department of Transportation (NMDOT) - Aviation Division (AD), and 3.125% by the City of Santa Fe. This is how the Grant Application was prepared, in accordance with FAA instructions. However, it is our understanding that 2021 grants will be funded by the FAA at 100%.

Based on the information before us, EMCO has submitted the lowest apparent responsive Bid. Therefore, we recommend that the Bid for the above-referenced project be awarded to EMCO of Santa Fe, LLC in the amount of $396,886.41 contingent upon FAA approval. We understand that the Owner reserves the right to award or reject any Bid, as well as waive any technical irregularities in the Bids. If the City decides to award this project, please sign the enclosed Notice of Award and return an executed copy for your records and we will assist with preparing Award Documents.

If you have any questions regarding this matter, please feel free to call at (505) 242-5700.

Sincerely,

MOLZEN CORBIN

Kent S. Freier, P.E., CFM
Vice President

KF:scc
Enclosures

cc: Mr. Dan Moran, Finance & Administration Manager, NMDOT-AD
Ms. Marilu Melendez, Airport Development Administrator, NMDOT-AD
Ms. Noemi Cuevas, Project Manager / Civil Engineer, FAA

Exhibit A

City of Santa Fe
Santa Fe Regional Airport
Runway 20 RSA Grading
AIP 3-35-0037-054-2021 NMDOT SAF-21-02 City of Santa Fe ITB No. 21/38/B
Bid Date: June 24, 2021 @ 3:00 p.m.

Item	Spec No.	Description	Unit	Quantity	Engineer's Estimate		EMCO of Santa Fe		Sparling Construction		Meridian Contracting	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Bid Lot 1 - Runway 20 RSA Improvements												
1	C-105	Mobilization, Complete	LS	1	$ 50,000.00	$ 50,000.00	$ 16,000.00	$ 16,000.00	$ 24,000.00	$ 24,000.00	$ 70,000.00	$ 70,000.00
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	$ 35,000.00	$ 35,000.00	$ 31,000.00	$ 31,000.00	$ 19,490.00	$ 19,490.00	$ 55,252.00	$ 55,252.00
3	C-102	Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	$ 25,000.00	$ 25,000.00	$ 6,750.00	$ 6,750.00	$ 7,365.00	$ 7,365.00	$ 31,100.00	$ 31,100.00
4	P-151	Clearing and Grubbing, Complete	LF	25	$ 3,500.00	$ 87,500.00	$ 800.00	$ 20,000.00	$ 1,065.00	$ 26,625.00	$ 1,200.00	$ 30,000.00
5	P-152	Unclassified Excavation, Complete	SY	35,000	$ 10.00	$ 350,000.00	$ 3.30	$ 115,500.00	$ 6.40	$ 224,000.00	$ 14.15	$ 495,250.00
6	P-152	Borrow, Complete	AC	1000	$ 6.00	$ 6,000.00	$ 5.50	$ 5,500.00	$ 6.20	$ 6,200.00	$ 14.15	$ 14,150.00
7	T-901	Seeding with Hydromulch	CY	25	$ 2,500.00	$ 62,500.00	$ 1,800.00	$ 45,000.00	$ 2,362.00	$ 59,050.00	$ 2,000.00	$ 50,000.00
8		36" Culvert Pipe, Complete in Place)CIP_	LF	75	$ 175.00	$ 13,125.00	$ 100.00	$ 7,500.00	$ 128.00	$ 9,600.00	$ 180.00	$ 13,500.00
9		36" Culvert End Section, CIP.	EA	2	$ 600.00	$ 1,200.00	$ 850.00	$ 1,700.00	$ 1,930.00	$ 3,860.00	$ 1,500.00	$ 3,000.00
10		Power Supply Cable, Cut, Splice and Relocate Pullbox, CIP.	LS	1	$ 25,000.00	$ 25,000.00	$ 45,000.00	$ 45,000.00	$ 52,500.00	$ 52,500.00	$ 45,000.00	$ 45,000.00
11	GP's	Construction Staking, Complete	SY	1	$ 35,000.00	$ 35,000.00	$ 19,000.00	$ 19,000.00	$ 24,100.00	$ 24,100.00	$ 33,000.00	$ 33,000.00
12	C-100	Contractor Quality Control Testing, Complete	SY	1	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 30,000.00	$ 14,725.00	$ 14,725.00	$ 35,000.00	$ 35,000.00
				Subtotal Bid Items for Base Bid		$ 705,325.00		$ 342,950.00		$ 471,515.00		$ 875,252.00
				NMGRT @ 8.4375%		$ 59,511.80		$ 28,936.41		$ 39,784.08		$ 73,849.38
				PNM Allowance $25,000.00		$ 25,000.00		$ 25,000.00		$ 25,000.00		$ 25,000.00
				Total Base Bid including NMGRT		$ 789,836.80		$ 396,886.41		$ 536,299.08		$ 974,101.38

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an asterisk (*).

Kent S. Freier, P.E.

BID EVALUATION SUMMARY

PROJECT: Santa Fe Regional Airport R/W 02 RSA
BID DATE: July 24, 2021

OWNER: City of Santa Fe
ENGINEER: Molzen-Corbin & Associates

	EMCO of Santa Fe	Sparling Construction	Meridian Contracting
Bid Signed?	No	Yes	Yes
Bid bond provided?	Yes	Yes	Yes
Addendum #1, 2 & 3 acknowledged?	Yes	Yes	Yes
Contractor's License No noted in Bid	374873	26899	365469
NMDWFS Registration No.	002198720110315	0190022011617	002200820110314
SAM.gov	No Exclusions	No Exclusions	No Exclusions
Verification of Contractor's License and Classifications per NM Construction Industries	GA98, GB98, GF98	GA98, GF98, GS05, GS08	GA98, GB98, GF98, MM98
Subcontractors listed in Bid	San Bar Construction Company, Bixby Electric, BSN Santa Fe, Inspections Plus, CA2 Testing, Caldon Seeding	Horizon Environmental Services, Bixby Electric,	Horizon Environmental Services, Bixby Electric,CA2 Testing, BSN Santa Fe
Are subcontractors registered with NMDWFS	Yes	Yes	Yes
Does Bidder have required license classifications as determined by NM Construction Industries Division	Yes	Yes	Yes
Verification of Bid Bond http://www.fms.treas.gov/c570/	Harco National Insurance Company	Western Surety	Travelers Casualty and Surety Company of America
Campaign Contribution Disclosure Form	No	Yes	Yes
Buy America Compliance	Yes	Yes	Yes
City of SF Non-Disclosure and Conflict of Interest Statement	No	Yes	Yes
Non-Collusion Affidavit of Contractor and Sub Contractor	No- prime only	Yes	Yes
Certification regarding EEO (prime & subs)	No- prime only	Yes	Yes
Certification of Nonsegregated Facilities	No-prime only	Yes	Yes
DBE List of Quoters, DBE-1	Yes	Yes	Yes
Letter of Intent	Yes	Yes	Yes
Total Base Bid excluding NMGRT	Did not fill out the bid form properly- $342,950.00	$471,515.00	$875,252.00

Bid Amount Correct?	Yes	Yes	Yes

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions website

CITY OF SANTA FE

Public Works / Airport Division

"INVITATION TO BID"

Runway 2 Runway Safety Area Grading

BID# 21/38/B
FAA AIP 3-35-0037-054-2021

BIDS DUE:

Thursday, June 24, 2021
3:00 P.M.
PURCHASING DIVISION
CITY OF SANTA FE
By Electronic Submittal Only To:
https://www.purchasing@santafenm.gov

Exhibit B

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PRE-BID INFORMATION
(00 0100)

(00 0101) DEBARRED OR SUSPENDED CONTRACTORS

A business (Contractor, Subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual or Section 13-1-177 through 13-1-180, and 13-4-17 NMSA 1978 as amended or City Purchasing provisions, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

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INVITATION TO BID (00 1100)

Solicitation No. 21/38/B

BIDS FOR:	City of Santa Fe Project – Runway 02 RSA Grading
PRE-BID CONFERENCE (***MANDATORY***):	Tuesday, June 15, 2021, 2:00 – 3:00 p.m. local prevailing time Location: Virtual
	Note: During the Pre-Bid Conference attendees shall observe all Federal, State, and local health and safety protocols and mandates with regard to the COVID-19 pandemic. Pre-Bid Conference will be virtual. Contractor shall send their e-mail address to the Airport Manager, Mark Baca at mdbaca@santafenm.gov for a link.
	All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by e-mail as stipulated in the Instructions to Bidders (ITB). Responses to questions will be issued by Addenda.
	Attendance at the Pre-Bid Conference is required, and a pre-requisite for submission of a Bid.
BIDS DUE:	**TIME: 3:00 p.m. local prevailing time** **DATE: Thursday, June 24, 2021**
ELECTRONIC SUBMITTAL ONLY:	Purchasing Division, City of Santa Fe https://www.purchasing@santafenm.gov

BID SUBMISSION:
Complete Bid documents, as required, by this ITB. **ALL** Specifications, submittal required documentation, supporting materials, certificates, etc. in addition to the Bid documents must be attached to form a complete responsive Bid. (NMSA 1978 13-1-82-85; NMSA 1978 13-1-133)

- Electronic Bid submissions through the following City of Santa Fe e-mail: purchasing@santafenm.gov

- It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the e-mail submission system by the deadline set forth in this ITB. Such electronic submissions will be considered sealed Bids in accordance with statute. **Note:** It is the responsibility of the Bidder to ensure Bids are correct and accurate before submission. By

Bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your Bid corresponds with any amendments.

- If an amendment is processed after Bid is submitted, Bidders must resubmit their Bid in order for it to be considered fully submitted.

- Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via e-mail by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

- It is the Bidder's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and conveyed in their own e-mail for their own records. The City of Santa Fe will not guarantee that a response e-mail will be sent to the Bidder upon submission, however, every effort to acknowledge that the Bid was received timely will be made.

BID OPENING: ***Due to the COVID-19 Pandemic, there will be no public Bid Opening. The Bid results will be posted to the City of Santa Fe website at the following link:*** https://www.santafenm.gov/Bid_tabulations

BIDS RECEIVED AFTER THE ABOVE BIDS DUE DATE AND TIME WILL NOT ACCEPTED.

BIDDING DOCUMENTS MAY BE REVIEWED AND/OR OBTAINED AT THE FOLLOWING LOCATIONS:

- City of Santa Fe web site www.santafenm.gov/Bids_rfps
- Construction Reporter: (505) 243-9793, 4901 McLeod Road NE, Albuquerque, NM 87109, www.constructionreporter.com
- Dodge Reports: www.construction.com
- Albuquerque Reprographics: www.arigraphix.com

QUESTIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED BY E-MAIL TO THE EACH OF THE FOLLOWING:

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Project Engineer, Kent Freier, P.E. kfreier@molzencorbin.com
- Airport Manager, Mark Baca, mdbaca@santafenm.gov

Bids for the Contract will be presented in the form of a Unit Price Bid multiplied by each Approximate Quantity, placed in the column Item Price. Award will be made to the Bidder providing the lowest total Item Price Bid, entered at the end of that form. Bidder shall Bid all items included in the Price Schedule. Bidder shall include in the signed documents their New Mexico License Number and Classification Pursuant to NMAC 14.6.6, a validly licensed person may Bid and contract as the Prime Contractor of a project only if the major portion of the

Work, based on dollar amount, is authorized by the classification of the Prime Contractor's license. Any work outside the Scope of the Prime Contractor's license classification(s) must be subcontracted. This provision is subject to the exception set forth in Subsection A of 14.6.6.9 NMAC. Contract award will be made to the responsible Bidder submitting the lowest total of all Item Prices.

Bid security, made payable to the City of Santa Fe, the "City of Santa Fe" in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check. Failure or refusal by the successful Bidder to enter into Contract with the City of Santa Fe will constitute Liquidated Damages in favor of the City of Santa Fe. The Bid shall also include a signed "Non-Collusion Affidavit of Prime Bidder", signed "Certificate of Non-Segregated Facilities", a signed "Certificate of Bidder Regarding Equal Employment Opportunity", a Subcontractor's Listing and; if applicable, a Local Preference Certificate. Bidders shall also reference the Bid Form for a listing of forms and attachments that are also required to be submitted with the Bid. The project may be subject to the New Mexico Department of Workforce Solutions, Minimum Wage Rates for the State of New Mexico if a Work Order for $60,000.00 or more is executed. Such wage rates are bound into the Contract Documents. The successful Bidder shall, upon notice of award of contract, secure from each of the Bidder's Subcontractors a signed "Non-Collusion Affidavit of Subcontractors".

Any revisions to be incorporated into this Bid document arising from discussion before, during and subsequent to the Pre-Bid Conference will be established in writing by addendum(s) prior to the Bid due date. No oral interpretations of the Bid document will be binding.

Bids must be submitted on the Bid Form provided herewith. Bidder shall Bid all items on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled Instructions to Bidders. Bids may be held for ninety (90) days subject to action by the City of Santa Fe.

The City of Santa Fe reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City of Santa Fe.

The Bidding Documents and subsequent Work Orders contain a time for completion of the Work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.

The Work is designated as **the Runway 02 Runway Safety Area (RSA) Grading Improvements** and consists of, but is not limited to: furnishing all equipment, labor and materials for the excavation, embankment, earthwork grading and removal and replacement of an electrical power service to the Glide Slope Antenna, all as required to replace water distribution, water storage, and water supply infrastructure, in accordance with the Drawings, Specifications, and other Contract Documents.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for each executed Work Order.

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

Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc. necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

The Bidder's attention is called to the Wage, Labor, EEO, and Safety Requirements bound within these documents.

U.S. Department of Transportation Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The Contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the Special Provisions.

All Bidders shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 7.29 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the Bidder for this solicitation qualifies as a DBE, the Contract goal shall be deemed to have been met. Individuals who are reputably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful Bidder will be required to submit information concerning the DBEs that will participate in this Contract. The information will include the name and address for each DBE, a description of the Work to be performed by each named firm, and the dollar value of the contract (subcontract). If the Bidder fails to achieve the Contract goal as stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A Bid that fails to meet these requirements will be considered non-responsive.

Special Notice Regarding EEO. The Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity

Construction Contract Specifications" set forth in the Special Provisions.

The Bidder must supply all of the information required by the Bid Form.

The successful Bidder will be required to submit a Certification of Non-segregated Facilities prior to award of the Contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the Subcontract exceeds $10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of $50,000 or more, a Contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a Subcontract of $50,000 or more, will be required to maintain an affirmative action program within one hundred and twenty (120) days of the commencement of the Contract.

Pre-Award Equal Opportunity Compliance Reviews. Where the Bid of the apparent low responsible Bidder is in the amount of $1 million or more, the Bidder and his known all-tier subcontractors which will be awarded subcontracts of $1 million or more will be subject to full on-site, pre-award equal opportunity compliance reviews before the award of the Contract for the purpose of determining whether the Bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.

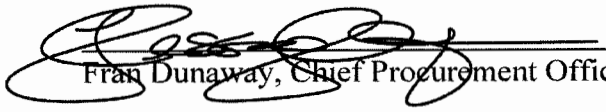
Compliance Reports. Within thirty (30) days after award of this Contract, the Contractor shall file a compliance report (Standard Form 100) if:

(a) The Contractor has not submitted a complete compliance report within 12 months preceding the date of award; and

(b) The Contractor is within the definition of "employer" in Paragraphs 2e(3) of the instructions included in Standard Form 100.

The Contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within thirty (30) days after award of the Subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

ATTEST:



05/27/2021

Fran Dunaway, Chief Procurement Officer

Received by the Santa Fe New Mexican on 05/27/2021

To be published on 05/31/2021

Received by the Albuquerque Journal on 05/27/2021

To be published on 05/31/2021

BID SCHEDULE (00 1154)

1)	ISSUANCE OF INVITATION TO BID:	**Sunday, May 31, 2021**
2)	ISSUANCE OF BID PACKET:	**Tuesday, June 1 2021**
3)	PRE-BID CONFERENCE (***MANDATORY***):	**Tuesday, June 15, 2021 2:00 – 3:00 p.m. local prevailing time. Location: Virtual**

Note: During the Pre-Bid Conference attendees shall observe all federal, state and local health and safety protocols and mandates with regard to the COVID-19 pandemic.

Pre-Bid Conference will be virtual. Contractor shall send their e-mail address to the Airport Manager, Mark Baca, at mdbaca@santafenm.gov for a link.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by e-mail as stipulated in the Instructions to Bidders. Responses to questions will be issued by addendum.

4)	DEADLINE FOR PRE-BID RFI:	**Friday, June 4, 2021**
4)	**ELECTRONIC** BID SUBMITTAL DEADLINE:	**Thursday, June 9, 2021 3:00 p.m. local prevailing time**
5)	OPENING OF BIDS RECEIVED:	***Due to the COVID-19 Pandemic, there will be no public Bid opening. The Bids will be posted to the City of Santa Fe website at the following link:*** https://www.santafenm.gov/Bid_tabulations

DATES OF CONSIDERATION BY COMMITTEES AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE NOTE THAT THE CONTRACTOR BEING RECOMMENDED FOR SELECTION MAY ATTEND, BUT WILL NOT BE REQUIRED TO ATTEND COMMITTEE OR CITY COUNCIL MEETINGS.

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INSTRUCTIONS TO BIDDERS
(00 2100)

1.0 DEFINITIONS AND TERMS

1.1 Terms used in these Bidding Documents which are defined in the Conditions of the Contract for Construction (General, Supplementary, and other conditions) have the meanings assigned to them in those Conditions.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the Work, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 A **mandatory virtual** Pre-Bid Conference will be held for this project. Due to the COVID-19 pandemic there will be no site visit. Bidders should e-mail Kent Freier kfreier@molzencorbin.com at least two (2) business days before the virtual Pre-Bid Conference with a valid e-mail address to receive an invitation.

2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are primarily inside the City Limits of Santa Fe and on airport property.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Section and that the Bidding Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained as indicated therein. Any required deposit(s) for Bidding Documents will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Santa Fe does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The City of Santa Fe, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3.2 INTERPRETATIONS

3.2.1 All questions concerning this solicitation shall be submitted by e-mail to EACH of the following:

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Project Engineer, Kent Freier, P.E., kfreier@molzencorbin.com
- Airport Manager, Mark Baca, mdbaca@santafenm.gov

Replies will be issued by Addenda e-mailed or delivered to all parties recorded by the City of Santa Fe as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the Bid opening date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of materials, labor and equipment described in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the City of Santa Fe, application of such acceptance will not be considered by the City of Santa Fe until after the "effective date of the Contract." The procedure for submittal of any such application by the Contractor and consideration by the City of Santa Fe is set forth in the Contract Documents.

3.4 ADDENDA

3.4.1 No oral interpretations of the meaning of the specifications or other pre-Bid documents will be binding. Oral communications are permitted in order to make assessment for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.** Every request for such interpretations shall be submitted by e-mail to EACH of the following:

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Project Engineer, Kent Freier, P.E., kfreier@molzencorbin.com
- Airport Manager, Mark Baca, mdbaca@santafenm.com

To be given consideration requests must be received at least five (5) days prior to the date fixed for the opening of the Bids.

3.4.2 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered electronically to all prospective Bidders not later than three (3) days prior to the date fixed for the opening of the Bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under a Bid as submitted. All addenda so issued shall become part of the contract documents.

3.4.3 The City reserves the right to not comply with these time frames if a critical addendum is required or if the Bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4.0 BIDDING PROCEDURES

4.01 The person or persons opening the Bids will adhere to the following procedure:

4.02 Bid – Shall include the Name the Bidder and the Number of Bidder's New Mexico Contractor's License with proper signatures.

4.03 Bid Bond or certified "check" in the amount of 5% of the total of all Item Prices.

4.04 Non-Collusion Affidavit of Prime Bidder.

4.05 Submittal, acknowledgement of Addenda, if any.

4.06 Properly executed Bid Form.

4.07 Equal Employment Opportunity

4.08 Certification of Non-segregated Facilities.

4.09 The City shall not accept a Bid on a contract from a Prime Contractor that does not provide proof of required licensure and registrations. After selection, the City will verify licensure and registration.

4.10 Inclusion of all required attachments, forms, etc. as identified on the Bid Form.

If any of the other requirements have not been met, the Bid shall be disqualified and considered a non-responsive Bid.

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.

4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, or corporation by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor's license number and type, and a copy of the State of New Mexico Preference, if applicable. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

4.1.9 The address, to which communications regarding the Bid are to be directed, must be shown.

4.2 BID SECURITY

4.2.1 Bid security, made payable to the City of Santa Fe, the "City of Santa Fe" in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check.

4.2.2 The Bid security shall be in the amount of five percent (5%) of the total of all Item Prices amount submitted, pledging that the Bidder will enter into a Contract with the City of Santa Fe in the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City of Santa Fe as liquidated damages, not as a penalty.

4.2.3 The City of Santa Fe will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.2.4 When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

4.2.5 If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

4.3 PRE-BID CONFERENCE

4.3.1 The City of Santa Fe shall conduct a **mandatory, virtual** Pre-Bid Conference prior to the Bid opening date stated in the Invitation for Bid.

4.3.2 The City of Santa Fe and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined in section 4.3.3 below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

4.3.3 Questions and requests for clarification are to be presented in written form (Pre-Bid RFI) and e-mailed to each of the following:

Fran Dunaway, Chief Procurement Officer, fadunaway@santafenm.gov
Kent Freier, P.E., Project Engineer, kfreier@molzencorbin.com
Mark Baca, Airport Manager, mdbaca@santafenm.gov

Responses will be written and issued electronically as Addenda. No verbal response shall be binding.

4.4 RESIDENT PREFERENCE & LOCAL PREFERENCE

NOT APLICABLE FOR THIS PROJECT

4.5 SUBCONTRACTORS

4.5.1 The listing threshold amount for this project shall be five thousand dollars ($5,000) or one-half of one percent of the Architect's or Engineer's Estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade Scope of Services as indicated unless a request for a change or substitution is approved by the City of Santa Fe for any reason as outlined herein.

If the Work is self-performed, the Prime Contractor shall list themselves on the form.

4.5.2 The City of Santa Fe shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the Work in a manner more satisfactory and beneficial to both the City of Santa Fe and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City of Santa Fe's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material suppler and/or any other confirmation satisfactory to the City of Santa Fe.

4.5.3 The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the Work.

4.5.4 Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

4.5.5 Prior to the award of the Contract, the City of Santa Fe will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.

4.5.6 The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the Work, submit the following information to the City of Santa Fe:

(A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

(B) A list signed by all Subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing Form submitted with the Bid.

4.5.7 The successful Bidder will be required to establish, to the satisfaction of the City of Santa Fe, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

4.5.8 Persons and organizations proposed by the Bidder and to whom the City of Santa Fe has made no reasonable objection under the provisions of Paragraph 4.5.7 shall perform the Work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City of Santa Fe.

4.5.9 No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

4.6 SUBMISSION OF BIDS

4.6.1 E-mailed Bids shall be submitted by the time indicated in the Invitation to Bid and shall be submitted with the following in the e-mail subject line: Invitation for Bid# **21/38/B**, date and time of Bid opening, the name of the Bidder and their New Mexico License number and shall be accompanied by attachments for the Bid Security, Subcontractors Listing, and other required documents listed in the Bid Documents and on the Bid Form.

4.6.2 The e-mail shall be addressed to the following e-mail address:

Purchasing Division
City of Santa Fe
https://www.purchasing@santafenm.gov

NOTE: The following information shall be provided in the subject line of the e-mail: **"RESPONSE", Invitation to Bid# (21/38/B), date and time of Bid opening, the name of the Bidder and their New Mexico License number.**

4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely electronic delivery of Bids to the City's Purchasing Division. The Bidder shall assume full responsibility for receiving a delivery receipt / read receipt.

4.6.5 Oral telephonic, or telegraphic Bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 4.2.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.

4.7.4 After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:

(A) The mistake is clearly evident on the face of the Bid document; or

(B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Any decision by the City of Santa Fe to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

4.8 BRIBES, GRATUITIES, AND KICK-BACKS

4.8.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 through 30-24-2, NMSA 1978).

4.8.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-23-2, and 30-41-1 through 3-41-3, NMSA 1978), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

4.9 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.9.1.1 By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

(A) Definitions - Sections 1.0 to 1.1;
(B) Contract Bond Requirements - Section 4.2;
(C) Bribes, Gratuities, and Kickbacks - Section 4.8;
(D) Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

4.10 REJECTION OR CANCELLATION OF BIDS

4.10.1 An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the City of Santa Fe. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

4.11 PROTESTS

4.11.1 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the City Purchasing Agent and the City of Santa Fe in accordance with the requirements. The protest should be made in a timely after the facts or occurrences giving rise thereto, but in no case more than within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto.

4.11.2 The complete procedures and requirements regarding protest are available from the Purchasing Office upon request.

4.12 COMPETITIVE SEALED BIDS

4.12.1 Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

5.1.1.1 Due to the COVID-19 Pandemic, there will be no public Bid opening. However, all Bid results, including an abstract of the amounts of the total amounts of Item Prices for public information and inspection, to the City of Santa Fe website at the following link no later than 5 p.m. on the day the Bid is due:

https://www.santafenm.gov/Bid_tabulations

The City of Santa Fe shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City of Santa Fe's best interest.

5.2 BID EVALUATION AND AWARD

5.2.1 It is the intent of the City of Santa Fe to award a Contract to the responsible Bidder submitting the lowest option base Bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available and is in the best interest of the City. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

5.2.2 This Agreement is established as a source and convenience of the City. Multiple awards may be made in the best interest of the City. It is the responsibility of the Requesting Department to utilize this Agreement to the best interests of the City.

5.2.3 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the City of Santa Fe after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

5.4 IDENTICAL BIDS

5.4.1 When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the City of Santa Fe may:

(A) Award pursuant to the identical low Bid provisions of the City Purchasing Manual;

(B) Not applicable to this project.

(C) Not applicable to this project.

(D) Award by lottery to one of the identical low Bidders;

(E) Make multiple awards if it is in the best interest of the City, or

(F) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

5.5 CANCELLATION OF AWARD

5.5.1 When in the best interest of the public, the City of Santa Fe may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City of Santa Fe.

6.0 POST-BID INFORMATION

6.1 RETURN OF BID SECURITY

All Bid security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a check, will be returned after a satisfactory Contract bond has been furnished and the Contract has been executed

6.2 NOTICE TO PROCEED

The City of Santa Fe will issue a written Notice to Proceed to the Contractor stipulating the Contract Time start date Substantial Completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by Change Order.

6.3 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under Contract.

6.4 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.

6.5 CONTRACT BONDS REQUIREMENTS

6.5.1 The successful Bidder, where the Contract Price exceeds twenty five thousand dollars ($25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall

be a company licensed to do business in the State of New Mexico and acceptable to the City of Santa Fe.

6.6 INSURANCE REQUIREMENTS

6.6.1 The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

6.6.2 The insurance shall be in limits not less than those stated in the enclosed Agreement Forms. The insurance limits may be greater if required by law.

6.6.3 The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability (Premises Operations, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), Comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk. For more specific insurance requirements refer to the enclosed Agreement Forms.

6.6.4 All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.

6.6.5 A valid certificate of insurance must be submitted to the City of Santa Fe prior to routing the final Agreement Between City of Santa Fe and Contractor for City approval.

7.0 MINIMUM WAGE RATES

7.1 Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project / WO.

7.2 The Bidder shall ensure that, in submitting a Bid for any WO in excess of $60,000, the minimum wage rate determination, include herein, has been utilized in preparation of the Bid.

7.3 A summary of the City of Santa Fe Ordinance No. 2002-13, § 1 (Living Wage) was passed by the Santa Fe City Council in 2002 is attached. The proponent or Bidder will be required to submit the proposal or Bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

8.0 OTHER INSTRUCTIONS TO BIDDERS

8.1 Before submitting a Bid, each Bidder shall, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

8.2 It shall be the responsibility of the successful Bidder to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) such permits or licenses required to carry out the construction.

9.0 NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS CONTRACTOR AND SUBCONTRACTOR REGISTRATION

9.1 A contractor or subcontractor that submits a Bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the Bid submitted for the contractor in the space provided and for subcontractors with work proposed over $60,000 on the subcontractor form. After the Bid opening, the registration number(s) will be verified by the City and the Bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over sixty thousand dollars ($60,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the Bid opening.

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PROCUREMENT SCOPE
(00 2400)

(00 2413) SCOPE OF BIDS

The City of Santa Fe wishes to establish a price agreement contract for the Santa Fe Municipal Airport Runway 02 Runway Safety Area (RSA) Grading Improvements. This procurement will be based on unit price basis.

The Scope of Bids further defined in the unit price Bid schedule and the Construction Drawings.

The Contractor shall be responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

(00 2414) TERM

Construction shall be completed one hundred twenty (120) calendar days following the notice to proceed.

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SPECIAL PROVISIONS

The following provisions are hereby made a part of the Contract Documents:

1. SCOPE: The construction to be accomplished under this Contract shall consist of furnishing all labor, materials, equipment, tools, appliances, and appurtenances necessary for the construction work as shown on the accompanying set of Plans and as specified in the Contract Documents and Technical Specifications.

2. SCHEDULE: The Contractor shall schedule his work in such a manner as to allow the airport to operate with minimal closures of runways and taxiways. A construction phasing plan has been presented in the construction drawings and this plan shall be followed by the Contractor. The Contractor may submit an alternative phasing plan for approval, so long as the proposed phasing plan complies with the general intent of the original plan.

3. LOCATION: All of the proposed improvements are located at the Santa Fe Regional Airport .

4. TEMPORARY UTILITIES: The Contractor shall make his own arrangements for sanitary facilities, water, electric power, etc., as may be required for the construction activities or to comply with applicable safety laws and regulations.

   No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

5. REMOVAL AND DISPOSAL OF SURPLUS MATERIALS: Surplus earth and organic matter shall be disposed of as indicated in the Plans or as directed by the Engineer and smoothly graded out to conform with the existing adjacent ground.

   Rubbish and waste shall be disposed of off the project site by the Contractor in accordance with the local ordinances and regulations covering solid waste disposal.

   No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered. All millings and other salvageable materials are the property of the Santa Fe Regional Airport and shall not be removed from Airport property without permission of the Airport Manager.

6. ACCESS ROUTES AND CONSTRUCTION TRAFFIC REGULATIONS:

   a. Permissible access routes for construction of traffic of any sort shall be designated by the Engineer. All construction traffic shall be confined to the designated routes when outside the immediate limits of construction. No construction traffic will be permitted on or across any operational runway, taxiway, or parking apron except as specifically provided.

   b. Before beginning any work or scheduling work involving men or equipment crossing active runways or taxiways, the Contractor shall clear with the Airport Manager. The Contractor shall have a radio equipped vehicle on the site capable of receiving and transmitting on the airport ground control frequency (121.7 MHZ) and tower control frequency (119.500 MHz). When any vehicles are to cross any active taxiway or runway, the Contractor shall have flagmen stationed to stop all traffic as required to permit uninterrupted passage of aircraft. The Contractor shall make arrangements for traffic control communication with the flagmen at each active taxiway or runway crossing. The Contractor shall keep on hand at each crossing suitable powered sweeping equipment and shall keep the entire paved area of such crossings completely free of all construction litter and debris.

   c. No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

7. AIRPORT OPERATION DURING CONSTRUCTION: All operations shall be conducted in full conformity with Federal Aviation Administration traffic and safety regulations within the airport property and in conformity with applicable laws and regulations outside the airport boundaries. Safety infractions regarding air traffic will result in immediate shutdown of the work until remedied.

   FAA Advisory Circular No. 150/5370-2G, Operational Safety on Airports with Emphasis on Safety During Construction (bound herein immediately following the Special Provisions) are hereby made a part of the Contract Documents.

   No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

INFORMATION AVAILABLE TO BIDDERS
(00 3000)

EXISTING CONDITIONS (00 3100)

It is the Contractor's responsibility to verify existing conditions prior to Bidding.

Accessing existing utility infrastructure may require special coordination. The Contractor shall verify accessibility and take into consideration the access strategy as part of the offer. Contractor shall notify 811 before beginning any work.

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BID FORMS
(00 4100)

BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No:	BID 21/38/B
Project:	Santa Fe Regional Airport – Runway 02 Runway Safety Area Grading
Date of Issuance of Invitation to Bid:	May 31, 2021
This Bid is submitted **electronically** to:	PURCHASING DIVISION CITY OF SANTA FE https://www.purchasing@santafenm.gov

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Fe in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between City of Santa Fe and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the City of Santa Fe's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

   A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

   B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

C. The Bidder has carefully studied all reports and Drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and Drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.

E. The Bidder has given the City of Santa Fe's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the City of Santa Fe's Representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Date.

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City of Santa Fe. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the Bidding.

G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
1	C-105	Mobilization, Complete.	LS	1	$	$
UNIT PRICE IN WRITING:						
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete.	LS	1	$	$
UNIT PRICE IN WRITING:						
3	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.	LS	1	$	$
UNIT PRICE IN WRITING:						
4	P-151	Clearing and Grubbing.	AC	25	$	$
UNIT PRICE IN WRITING:						
5	P-152	Unclassified Excavation.	CY	35,000	$	$
UNIT PRICE IN WRITING:						
6	P-152	Borrow.	CY	1,000	$	$
UNIT PRICE IN WRITING:						
7	T-901	Seeding with Hydromulch.	AC	25	$	$
UNIT PRICE IN WRITING:						
8		36″ Culvert Pipe, Complete in Place (CIP).	LF	75	$	$
UNIT PRICE IN WRITING:						
9		36″ Culvert End Section, CIP.	EA	2	$	$
UNIT PRICE IN WRITING:						
10		Power Supply Cable, Cut, Splice and Relocate Pullbox, CIP.	LS	1	$	$
UNIT PRICE IN WRITING:						
11	GP's	Construction Staking, Complete.	LS	1	$	$
UNIT PRICE IN WRITING:						
12	C-100	Contractor Quality Control Testing, Complete.	LS	1	$	$
UNIT PRICE IN WRITING:						

Subtotal:	$_____
Subtotal:	$_____
New Mexico Gross Receipts Tax (NMGRT) @ 8.4375%:	$_____
Total Base Bid:	$_____
PNM Allowance:	$ 25,000.00
Total Base Bid, including NMGRT and Allowances	$_____

Base Bid – Contractor shall be chosen based on the total of all Bid Items Item Price, as Bid, exclusive of Gross Receipts Tax**:**

_____ ($_____)
(use words)

4. The Bidder agrees that:

   A. All work to be performed under this contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed within one hundred twenty (120) calendars following the notice to proceed.

   B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City of Santa Fe the amount of Two Hundred Fifty Dollars ($250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

   C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

   D. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the Bidding.

5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:

   A. Bid Bond (only for the highest Bid option) **(AIA Document A310 must accompany the Bid.)**
   B. Agent's Affidavit **(This form must accompany Bid Bond.)**
   C. Subcontractor Listing Form **(This form must accompany the Bid.)**
   D. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
   E. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
   F. Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**

G. Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**
H. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
I. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
J. Weekly Payroll Form (This form must be provided during Construction.)
K. Payroll Statement of Compliance (This form must be provided during Construction.)
L. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**
M. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**
N. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**
O. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
P. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
Q. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
R. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
S. Buy American Certificate (This form must accompany the Bid.)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall be deemed non-responsive.

6. The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has _____ has not _____participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925 or Executive Order 11114 or Executive Order 11246.

The Bidder has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirement; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____
_____

Business address: _____
_____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

_____
(General Partner)

Business Address: _____
_____

Telephone: _____

(SEAL)

C. A CORPORATION

By: _____
(Corporation Name)

_____
(State of Incorporation)

By: _____
(Name of person authorized to sign)

_____
(Title)

If a New Mexico Corporation: _____
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: _____
_____

Telephone: _____

D. A JOINT VENTURE

By: _____
(Name)

Address: _____
_____

By: _____
(Name)

Address: _____
_____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)
NM License No.: _____ Classification: _____
NM Taxation and Revenue CRS No.: _____
City of Santa Fe Business Registration No.: _____
NM Resident Preference Number (if applicable): N/A

Bid Submittal shall be electronic as indicated by the Instructions to Bidders (00 2100).

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SUPPLEMENT TO BID FORMS

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Insert Bid Bond Form Page 1 of 2

Insert Bid Bond Form Page 2 of 2

00 4400

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF)
) ss.
COUNTY OF)

_____ being first duly sworn deposes and says:
that he is the duly appointed agent _____
for _____
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe in connection with the construction of _____
dated _____ day of _____, 20___, executed by _____
Contractor, as principal and _____, as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

_____

Subscribed and sworn to before me, a notary public in and for the County of _____,
this _____ day of _____, 20___.

My Commission expires: _____

Agent's Address: _____
_____
_____

Telephone: _____

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INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an Offeror **must** complete and submit **the local preference certification form with its offer.** If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of Bids or proposals.**

2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one Bid or proposal. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Preference will not be applied to any offers.

3. **Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**

4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a Prime Contractor.

5. **Definition:** The following definition applies to this preference.

   A local business is an entity with its Principal office and place of business located in Santa Fe County.

   A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

   Additional Documentation: If requested a business will be required to provide, within three (3) working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

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LOCAL PREFERENCE CERTIFICATION FORM

ITB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License #: _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six (6) months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g., as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within three (3) working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____this __, day of _____

My commission expires _____ _____
Notary Public

SEAL

THIS SECTION NOT APPLICABLE TO THIS PROJECT

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RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference / Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2021.

_____

NOTARY PUBLIC

My Commission Expires:

_____

THIS FORM MUST BE
ATTACHED TO BOND

Section 00 4200

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

City of Santa Fe's Representative or Governing Body	(Date)

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SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade:	Name of Subcontractor:
Address:	
Telephone No.:	License No.: NM Dept. of Labor Registration No.:
Signature of Subcontractor (to be obtained after award of contract):	

Trade:	Name of Subcontractor:
Address:	
Telephone No.:	License No.: NM Dept. of Labor Registration No.:
Signature of Subcontractor (to be obtained after award of contract):	

Trade:	Name of Subcontractor:
Address:	
Telephone No.:	License No.: NM Dept. of Labor Registration No.:
Signature of Subcontractor (to be obtained after award of contract):	

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Section 00 4500

STATE OF)
)ss.
COUNTY OF)

_____, being first duly sworn, deposes and says that:

1) He is the _____ of _____, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, City of Santa Fe's, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, City of Santa Fe's, employees, or parties in interest, including this affront.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission expires: _____

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NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____, _____being first duly sworn, deposes and says that:

(1) He / She is the _____ of _____ hereinafter referred to as the "Subcontractor";

(2) He / She is fully informed respecting the preparation and contents of the Subcontractor's Bid submitted by the Subcontractor to _____, the Contractor, for certain Work in connection with the _____ Contract pertaining to the _____ project in _____;

(3) Such Subcontractors Bid Submittal is genuine and is not a collusive or sham Bid Submittal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED): _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this _____day of_____, 2021.

_____

NOTARY PUBLIC

My Commission Expires:

_____

A. No proposed Subcontractor shall be disapproved by the City of Santa Fe except for cause.

B. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his / her Subcontractors and of persons either directly or indirectly employed by them, as he / she is for the acts and omissions of persons directly employed by him / her.

C. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for the improvements embraced.

D. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the City of Santa Fe.

CERTIFICATION OF NONSEGREGATED FACILITIES
Section 00 4600

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission expires: _____

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CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Section 00 4700

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or Subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven (7) calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____
_____
_____

_____

1. Bidder has participated in a previous Contract or Subcontract subject to the Equal Opportunity Clause. _____ Yes _____No
2. Compliance reports were required to be filed in connection with such Contract or Subcontract. _____ Yes _____No

---

Certification - The information above is true and complete to the best of my knowledge and belief.

_____
Name and Title of Signer (please type)

_____ _____
Signature Date

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Form A-585
DB A-1
Rev. 4/88

New Mexico
State Highway and Transportation Department

CONTRACT GOAL FOR DISADVANTAGED BUSINESS
IN HIGHWAY CONSTRUCTION

For the purpose of this contract, a goal of 7.41 percent has been established for Disadvantaged Business (DB'S) Participation.

Type or print legibly.

Item No.(s) of Work Description	Name of Subcontractor/Supplier	Proposed Subcontract Amount

1. Project No._____
2. Contractor's DB Liaison Officer_____
3. Total Amount Bid $_____
4. Contractors DB Participation
   Dollar Estimate and Participation: $_____ or _____% of line 3.

*Must equal or exceed established goal indicated above or bid may be rendered non-responsive.

I will abide by the Disadvantaged Business (DB) goal set forth for this project and hereby submit the names of the DB firms that will participate in the project. Substitution(s) will not be allowed without prior submission of written justification to the Project Manager for approval. I understand that failure to meet the goal may result in Liquidated Damages for the difference between the DB goal ant the actual DB participation achieved.

This statement is my assurance that _____ agrees to comply with the requirements of
(name of firm)
49 CFR Part 23, and the City of Santa Fe, New Mexico Disadvantaged Business Assistance Program, and all the requirements contained therein.

_____ Date

_____ Signature of Company Official

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FAA Policy on Contract Clauses under 49 CFR Part 26

A. Required Contract Clauses.

1. Contract Assurance.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

2. Prompt Payment.

The Prime Contractor agrees to pay each Subcontractor under this Prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the Prime Contractor receives from the Owner. The Prime Contractor agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subcontractors.

B. Other Contract Provisions.

1. Bidders List.

If the recipient's DBE program provides for collecting information for a Bidders list by using a Contract clause, the recipient should devise an appropriate clause and include it in each DOT-assisted Contract. DOT's "Sample DBE Program" interpreting 49 CFR Section 26.11 lists various methods by which a recipient can collect information for a Bidders list. Use of a Contract clause is one such method. Recipients that choose to use another method would not include such a clause in their DOT-assisted contracts.

2. Good Faith Efforts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids / Proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders / Offerors, including those who qualify as a DBE. A DBE contract goal of 7.41 percent has been established for this Contract. The Bidder / Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the Contract goal for DBE participation in the performance of this Contract.

The Bidder / Offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Contract; (2) a description of the Work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Bidder / Offeror's commitment to use a DBE Subcontractor whose participation it submits to meet the Contract goal; (5) written confirmation from the DBE that it is participating in the Contract as provided in the commitment made under (4); and (6) if the Contract goal is not met, evidence of good faith efforts.

Items 1 through 3 above shall be submitted with the Bid. Items 4 through 6 may be required prior to a notice of award.

DBE participation in this contract may be in form of a Prime Contract, Subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 2.

Attachment 1

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned Bidder / Offeror has satisfied the requirements of the Bid Specification in the following manner (please check the appropriate space):

_____ The Bidder / Offeror is committed to a minimum of % DBE utilization on this Contract.

_____ The Bidder / Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _% DBE utilization on this Contract and submits documentation demonstrating good faith efforts.

Name of Bidder / Offeror's firm: _____

State Registration No.: _____

By: _____
(Signature) Title

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Attachment 2

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

_____

_____

_____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is $ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

_____

_____

_____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is $ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

_____

_____

_____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is $ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

_____

_____

_____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is $ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

_____

_____

_____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is $ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FAA Policy on Contract Clauses-1

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REQUIRED CONTRACT PROVISION REGARDING BUY AMERICAN

The following contract provision shall be included in **all** construction contracts, unless an exception, as provided in the Act, had been granted:

BUY AMERICAN - STEEL AND MANUFACTURED
PRODUCTS FOR CONSTRUCTION CONTRACTS

(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States, or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

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CERTIFICATION OF BIDDER REGARDING BUY AMERICAN REQUIREMENTS

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder or offeror must submit the appropriate Buy America certification (below) with all Bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

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Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The Bidder or Offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____ _____

Signature Date

_____

Title

_____

Company Name

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States, or;
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____ _____

Signature Date

_____

Title

_____

Company Name

STATEMENT OF INTENT TO PAY PREVAILING WAGES (00 4545)

To Be Completed Before Construction Starts

ALL FIELDS ARE REQUIRED
FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN THREE (3) DAYS OF THE AWARD

General Contractor Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail
FEIN #		
Estimated Start Date:	State Wage Decision Number:	
Project Title:	Project Physical Address:	
Total Contract Amount:	Estimated Completion Date:	
Print Name:	General Contractor Signature:	
Subcontractor Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail
FEIN #		
Subcontract Amount:	Start Date on this Project:	
Print Name:	Subcontractor Signature:	
2nd, 3rd, etc. Tier Subcontractor Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail
FEIN #:		
Subcontract Amount:	Start date on this project:	
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that Contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) and Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

_____ _____

Contractor's Signature Date

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INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES (00 4545.1)

GENERAL CONTRACTOR

1. Enter General Contractor information and provide signature.
2. Enter State Wage Decision Number as listed in Bid Documents. (Example: BE-13-0123B)
3. Enter project title as listed in Bid Documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start and completion dates of project.
6. Enter General Contractor's Contract Amount.
7. All statements must be sent to the Contracting Agency.

SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information as indicated and provide signature.
3. Enter Subcontractor's Contract Amount.

Note: A separate signed form is needed for each Contractor.

2ND TIER SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information, but Subcontractor signature not needed.
3. Enter 2nd Tier Subcontractor information and provide signature.
4. Enter 2nd Tier Subcontractor's Contract Amount.

3rd TIER SUBCONTRACTOR

1. Attached a copy of this completed form and list the 3rd Tier Subcontractor information under the 2nd Tier Subcontractor.

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NMDWS WAGE DECISION, PUBLIC WORKS PROJECT REQUIREMENTS & MINIMUM WAGE RATES SCHEDULE(S) (00 4545.2)

1.0 WAGE RATES

This project will be subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978; unless a project will be put under Work Order for a value of $59,999.99 or less and a Bid Bond would not be required for that project. Most projects will be submitted to the State for Wage Rates. The Wage Rates will follow the current "Type "A" – Street, Highway & Light Engineering" schedule.

A copy of a recent Type "A" – Street, Highway & Light Engineering decision is attached on the next page only as information for Contractor information.

This project is subject to the City of Santa Fe Minimum Wage Rate Ordinance Compliance: under Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 as well as any subsequent changes to the ordinance throughout the term of this contract.

(New Mexico State Labor & Industrial Commission Wage Rate Decision WGD & the current City of Santa Fe Minimum Wage Ordinance Following This Sheet)

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Insert State Wage Rates Page 1 of 5

Insert State Wage Rates Page 2 of 5

Insert State Wage Rates Page 3 of 5

Insert State Wage Rates Page 4 of 5

Insert State Wage Rates Page 5 of 5

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Insert Federal Wage Rates Page 1 of 5

Insert Federal Wage Rates Page 2 of 5

Insert Federal Wage Rates Page 3 of 5

Insert Federal Wage Rates Page 4 of 5

Insert Federal Wage Rates Page 5 of 5

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CITY LIVING WAGE ORDINANCE AND POSTERS (00 4545.3)

28-1 LIVING WAGE.

28-1.1 Short Title.

This section may be cited as the "Living Wage Ordinance". (Ord. #2002-13, §1)

28-1.2 Legislative Findings.

The governing body of the city has determined that:

A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

B. Many Santa Fe workers earn wages insufficient to support themselves and their families;

C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses. (Ord. #2002-13, §2; Ord. #2003-8, §1; Ord. #2007-43, §1)

28-1.3 Authority of the City of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by §3-17-1 et seq. and §3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§6(D) and 6 (E) and the Municipal Charter Act §3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter". (Ord. #2002-13, §3; Ord. #2003-8, §2)

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe. (Ord. #2002-13, §4; Ord. #2003-8, §3)

28-1.5 Minimum Wage Payment Requirements.

A. The following shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the City of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph,worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe Opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. For workers who customarily receive more than one hundred dollars ($100.) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted

D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009. (Ord. No. 2002-13, §5; Ord. #2003-8, §4; Ord. #2005-40; Ord. #2007-43, §2)

28-1.6 Prohibitions Against Retaliation and Circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property. (Ord. #2002-13, §6; Ord. #2003-8, §5)

28-1.7 Reserved.

Editor's Note: Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 Enforcement; Remedies.

A. *Administrative Enforcement.* The city manager, or his / her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law. (Ord. #2002-13, §8; Ord. #2003-8, §6)

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19. (Ord. #2002-13, §9)

28-1.10 Severability.

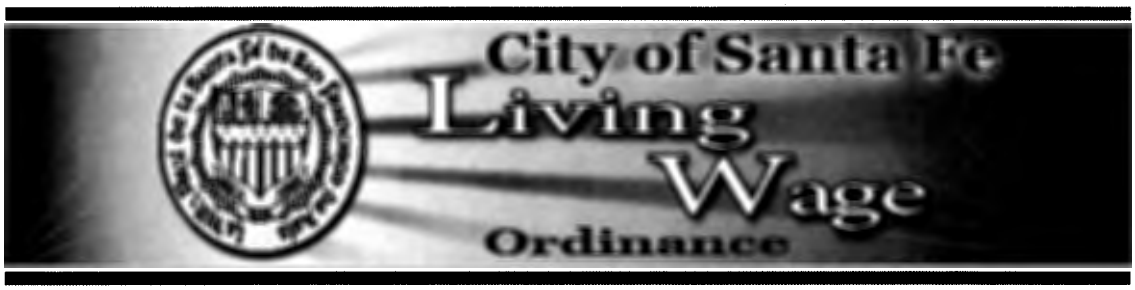
The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section. (Ord. #2002-13, §10; Ord. #2003-8, §7)

28-1.11 Notice; Posting; and Publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration. (Ord. #2003-8, §8)

28-1.12 Living Wage Review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community. (Ord. #2003-8, §9)



PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.32 PER HOUR

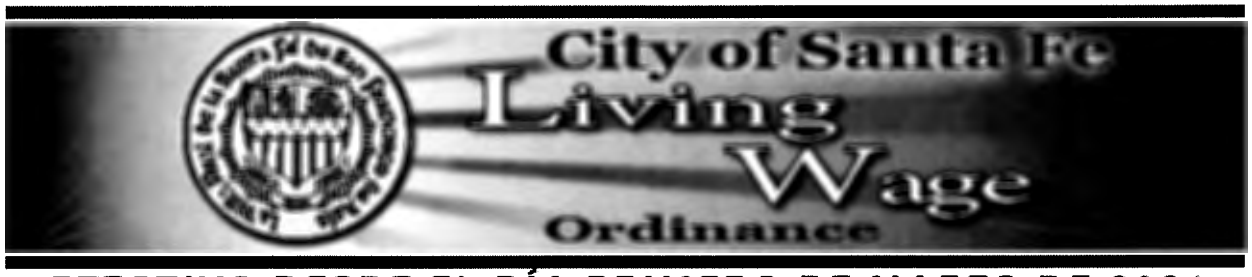
Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of □ □ □ □ □ □ thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- □ □ □ □ □organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)



EFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2021 PARA TODOS LOS TRABAJADORES QUE LABOREN DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER PAGADO ES DE

$12.32
POR HORA

Salario Mínimo para la ciudad de Santa Fe

- **La ciudad de Santa Fe establece salario mínimo por hora.**
- **Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).**
- **Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.**

¿Quién está obligado a pagar el salario?

- **La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;**
- **Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;**
- **Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares ($25,000) para la duración de la beca de ciudad o de subvención;**
- **Empresasrequieren contar con la licencia o el registro de la ciudad; y**
- **Organizaciones sin □ □ □de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.**
- **Para los trabajadores que habitualmente reciben más de cien dólares ($100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.**

Más información, incluyendo la ordenanza del salario, está disponible en
http://www.santafenm.gov
(haga clic en Hot Topics/Living Wage)

AFFIDAVIT OF WAGES PAID (00 4545.4)

AFFIDAVIT OF WAGES PAID
To Be Completed After Construction Is Complete
All FIELDS ARE REQUIRED
FORM MUST BE SENT TO THE CONTRACTING AGENCY

General Contractor Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail
FEIN #		
Estimated Start Date:	State Wage Decision Number:	
Project Title:	Project Physical Address:	
Total Contract Amount:	Estimated Completion Date:	
Print Name:	General Contractor Signature:	
Subcontractor Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail
FEIN #		
Subcontract Amount:	Start Date on this Project:	
Print Name:	Subcontractor Signature:	
2nd, 3rd, etc. Tier Subcontractor Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail
FEIN #:		
Subcontract Amount:	Start date on this project:	
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that Contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.). (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) and Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

_____ _____

Contractor's Signature Date

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INSTRUCTIONS FOR COMPLETING AFFIDAVIT OF WAGES PAID

GENERAL CONTRACTOR

1. Enter General Contractor information and provide signature.
2. Enter State Wage Decision Number as listed in Bid Documents. (Example: SF-21-0620-A)
3. Enter project title as listed in Bid Documents.
4. Enter project physical address - exact location of project (job site).
5. Enter completion dates of project.
6. All Affidavits' must be sent to the Contracting Agency.

SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information as indicated and provide signature.
3. Enter Subcontractor's completion date.

Note: A separate signed form is needed for each Contractor.

2nd, 3rd, etc. TIER SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information, but Subcontractor signature not needed.
3. Enter 2nd Tier Subcontractor information and provide signature.
4. Enter 2nd Tier Subcontractor's completion date.

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WEEKLY PAYROLL FORM (00 4545.5)

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WEEKLY PAYROLL

Revised Feb/2014

General Contractor Name:			Subcontractor Name:	
Address:	Phone:		Address:	Phone:
Payroll No.	Week Ending	Payroll Pmt. Date	Project Name	Project Location:	Wage Decision No.
		DAY AND DATE			

Employee Name & Address	Work Classification		HOURS WORKED	TOTAL FOR PERIOD	Hourly Rate	Hrly. Rate Pd. In Fringe Benefits	Subsistence Pay	Gross Amt. Earned this Payroll	Gross Amt. All Projects	Deductions			
										With - holding	State Tax	Other: Union Dues	Net Amt. Pd.
		OT											
		S											
		OT											
		S											
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PAYROLL STATEMENT OF COMPLIANCE (00 4545.6)

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PAYROLL STATEMENT OF COMPLIANCE

Wage Decision No.: _____

I, _____, _____ do hereby state:
(Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: _____
(Contractor or Subcontractor)

on the _____
(Name of Project)

that during the payroll period commencing on the _____day of _____, 20__and ending the _____day of _____, 20__, all persons employed on said project have been paid the full weekly wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any
(Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.

(3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept. of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

(4) **FRINGE BENEFITS:** ***(Please Spell Out Any/All Acronyms)***

__(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees.

If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below:

Name of Program Used for Fringe Benefits:				
Pension =	Health/Welfare =	Holiday/Vac. =	Life Ins. =	Training* =
(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)				

FRINGE BENEFITS:

1. *Pension*
2. *Health/Welfare*
3. *Holiday/Vacation*
4. *Life Insurance*
5. *Training (not Apprenticeship) **

FRINGE BREAKDOWN SAMPLE:

Fringe Benefit:	Amount:
401(K) Plan	$8.98/hr.
Vacation	$2.23/hr.

__(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/ or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

__(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice & training programs in New Mexico in which the employer is a participant to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the Labor & Industrial Division Director.

APPRENTICESHIP CONTRIBUTIONS: (Please check applicable blank)

__Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

__Check paid to: _____ _____
(Name & address of approved Apprenticeship & Training Program) (Program No.)

Print Name of Certifying Official:	Signature of Certifying Official:	Title & Phone No.:	Date:

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Revised April/2006

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AGREEMENT FORMS
(00 5200)

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CITY OF SANTA FE

CONSTRUCTION / ENGINEERING 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 **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:
Runway 02 Runway Safety Area (RSA) Grading Improvements to include approximately 50,000 cubic yards of excavation and embankment and cable cut / splice of a primary power feed to the Glide Slope Antenna.

B. *Performance Measures.*
Contractor shall substantially perform the following Performance Measures:
1. Specifications dictate minimum requirements for project acceptance.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on page 295.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed. Compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) 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 (AMOUNT). 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 (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **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 (4) 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. **Construction Contract Performance and Payment Bond.**

A. When a Construction Contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's Bid shall be rejected, its Bid security shall be enforced to the extent of actual damages. Award of the Contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in Federal Circular 570 as published by the United States Treasury Department or the state

board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the Work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the Subcontractor's Contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. 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.

9. 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

14. **Amendment.**

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

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

15. **Change Orders.**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his / her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;

4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.
2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

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

17. 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.

18. Equal Opportunity Compliance.
The Contractor agrees to abide by all 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.

19. **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.

20. **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.

21. **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.

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person / $1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
   d. Umbrella: $1,000,000.

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

23. **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

24. **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.

25. **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.

26. **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.

27. **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.

28. **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: _____

Name: _____

Address: _____

E-mail: _____

To the Contractor: _____

Name: _____

Address: _____

E-mail: _____

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

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

CITY OF SANTA FE:

_____

Alan Webber
CITY MAYOR

DATE: _____

CONTRACTOR:

_____

NAME

_____

TITLE

DATE: _____

CRS#: _____

Registration #: _____

ATTEST:

_____

Yolanda Y. Vigil
CITY CLERK

APPROVED AS TO FORM FOR REQUEST FOR PROPOSALS ONLY:

_____

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____

Mary McCoy
FINANCE DIRECTOR

_____

Business Unit Line Item

CONSTRUCTION BONDS, CERTIFICATES AND NOTICES (00 6100 – 00 6200)

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PERFORMANCE BOND

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Insert Performance Bond Form Page 1 of 4

Insert Performance Bond Form Page 2 of 4

Insert Performance Bond Form Page 3 of 4

Insert Performance Bond Form Page 4 of 4

PAYMENT BOND

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Insert Payment Bond Form Page 1 of 4

Insert Payment Bond Form Page 2 of 4

Insert Payment Bond Form Page 3 of 4

CERTIFICATE OF LIABILITY INSURANCE (00 6216)

(Project-specific Certificate of General Liability Insurance: Provide for inclusion with Recommendation for Award.)

WORKERS' COMPENSATION INSURANCE (00 6217)

(Provide project-specific Workers' Compensation Insurance Provide for inclusion with Recommendation for Award.)

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City of Santa Fe

OFFICIAL NOTICE-OF-AWARD

Month Day, Year

Mr./Mrs./Ms. Name of Contract Signatory
Contractor Address
City, State ZIP Code
Telephone Number

CIP Project #TBDProject Title

Dear Mr. Contract Signatory,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Agreement Between City of Santa Fe and Contactor for the above referenced project. Once fully executed by theCity of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail along with a PurchaseOrder.

The City of Santa Fe Governing Body, at their meeting of Month Day, Year, approved the Contract with Contractor Name in the amount of TBD dollars and TBD cents ($TBD), inclusive of New Mexico Gross Receipts Tax, for the above referenced project.

The "Contract" sum is determined as follows:

Base Bid:	$TBD
Alternate (TBD):	$TBD
Surety:	$TBD
NMGRT:	$TBD
Contract Amount:	$TBD

Please submit the following required documents and information within ten (10) days of the receipt of thisnotice:

1. The required Bonds including:

a) Sealed original "Performance Bond" equal to one hundred percent (100%) of the "Contract" amount.

b) Sealed original "Labor and Materials Bond" or "Payment Bond" equal to one-hundredpercent (100%) of the "Contract" amount.

..

SAMPLE

2. A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work.

3. A list signed by all Subcontractors proposed for the principal portions of the work. (SeeNMDWS requirements.)

4. Completed NMDWS Statement of Intent to Pay Prevailing Wages form(s) (within 10 days afterreceiving the NMDWS NOA).

5. Comprehensive Project Schedule based on the TBD calendar day Substantial Completion deadline. This Schedule will subject to review and modification by the City dependent upon the contract administrative approvals and recording timeline and the Purchase Order approvaltimeline after City Council approval.

6. A list and justifications for any items that cannot be provided within the "Contract" time. Ifaccepted by the City of Santa Fe, these items will not be required to achieve substantial completion,but must be completed within an extended deadline established by the Contractor at this time.

Failure to comply with these conditions within the specified time, will entitle the City to consider the Agreement abandoned, and to annul this "Notice of Award".

A Purchase Order will be issued to you with the Official Notice-to-Proceed to follow as soon as possible.Please reference this PO number on future correspondence and invoices.

Congratulations! We look forward to working with your company on this essential project!

Project Administrator Name
City of Santa Fe, Public Utilities Dept.
Water Division Project Administrator
(505) 955-TBD
TBD@santafenm.gov

xc: Public Utilities Department
DirectorWater Division Director
Chief Procurement Officer
TBD Project Sponsor Department DirectorsTBD Stakeholders

SAMPLE

City of Santa Fe

OFFICIAL NOTICE-OF-PROCEED

Month Day, Year

Mr./Mrs./Ms. Name of Contract Signatory
Contractor Address
City, State ZIP
CodeTelephone
Number

CIP Project #TBDProject Title

Dear Mr. Contract Signatory,

On ??/??/20?? the City Council approved the scope of services authorized under the Agreement Between City of Santa Fe and Contactor for the above referenced project. This letter shall serve as official Notice-to-Proceed with the scope of services described in the contract. The contract sum of TBD dollars and TBD cents ($TBD) inclusive of New Mexico Gross Receipts Tax is based on the Contractor's Bid dated ??/??/20??. A purchase order in that amount is attached along with the recorded contract.

Based on the date of issuance of this Notice, the services start date of ??/??/20??, and the (TBD) calendar day time limit, the entire work under this Contract shall be Substantially Completed by ??/??/20??, after which time liquidated damages as outlined in the contract will apply, unless time extensions are approved by change order.

Please acknowledge receipt of this notice on the next page and return a signed copy to the Owner, City of Santa Fe, Water Division, 801 W. San Mateo Rd, Santa Fe, NM 87505, Attention: Project Administrator Name or e- mail to TBD@santafenm.gov.

We look forward to working with your company on this vital project!

Sincerely,

_____ Project Administrator

_____ Facilities Division Director

SAMPLE

Attachments: Recorded ABOC, Purchase Order

RECEIPT ACKNOWLEDGED:

By: _____
Date: _____

xc: Public Utilities
Department DirectorWater
Division Director
Chief Procurement Officer
TBD Project Sponsor Department DirectorsTBD
Stakeholders

SAMPLE

GENERAL CONDITIONS OF THE CONTRACT

(SECTION 00700)

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NOTICE

This document has been prepared by the Capital Improvements Program (CIP) and Contract Compliance staff of the City of Santa Fe for use in construction projects.

DOCUMENT - SECTION 00710

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

TABLE OF ARTICLES

1.	CONTRACT DOCUMENTS	9.	PAYMENTS AND COMPLETION
2.	ADMINISTRATION – PUBLIC UTILITIES DEPARTMENT WATER DIVISION	10.	PROTECTION OF PERSONS AND PROPERTY
3.	CITY OF SANTA FE	11.	INSURANCE
4.	CONTRACTOR	12.	CHANGES IN THE WORK
5.	SUBCONTRACTORS	13.	UNCOVERING AND CORRECTION OF WORK
6.	WORK BY CITY OF SANTA FE OR BY SEPARATE CONTRACTORS	14.	TERMINATION OF THE CONTRACT
7.	MISCELLANEOUS PROVISIONS	15.	EQUAL OPPORTUNITY
8.	TIME	16.	MINIMUM WAGE RATES

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ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the City of Santa Fe-Contractor Agreement, the Conditions of the Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City of Santa Fe's Representative, or (4) a written order for a minor change in the Work issued by the City of Santa Fe's Representative. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the City of Santa Fe-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the City of Santa Fe's Representative and the Contractor, but the City of Santa Fe's Representative shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the City of Santa Fe or the City of Santa Fe's Representative and any Subcontractor or Sub-Subcontractor.

1.1.3 THE WORK

The Work comprises the Design and completed construction required by the Contract Documents, and includes Design Specifications, and all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total design and construction of which the Work performed under the Contract Documents may be the whole or a part.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 No fewer than five (5) copies of the Contract Documents shall be signed by the City of Santa Fe and the Contractor. If either the City of Santa Fe or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the City of Santa Fe's Representative shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict between the Contract Documents, the more stringent requirements shall govern.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

ARTICLE 2

ENGINEER

2.1 DEFINITION

2.1.1 The Engineer is the person lawfully license to practice Engineering, or an entity lawfully practicing Engineering identified as such in the City of Santa Fe-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Engineer" means the Engineer or his authorized representative.

2.2 ADMINISTRATION OF CONTRACT – SANTA FE WATER DIVISION

2.2.1 The Engineer will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer will be the City of Santa Fe's representative during construction and until final payment is due. The Engineer will advise and consult with the City of Santa Fe. The City of Santa Fe's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have the authority to act on behalf of the City of Santa Fe only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.

2.2.3 The Engineer shall submit to the City of Santa Fe, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contract (Paragraph 4.10.1). The Engineer and his staff (including the on-site representative, if agreed upon) shall make at least three (3) weekly visits to the site at those critical points and at other times as the Engineer deems appropriate during the progress of the Work. Additionally, the Engineer shall familiarize himself with the progress and quality of the Work and determine if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, as an Engineer, he shall guard the City of Santa Fe against defects and deficiencies in the construction. Should the Engineer determine that any portion of the Work varies from the intent of the Contract Documents he shall immediately notify the Contractor and the City of Santa Fe of the non-compliance and the nature of the Work required to correct such non-compliance. The Engineer shall recommend to the City of Santa Fe, in writing, to issue a "stop work order" for any portion of the Work that does not substantially comply with the intent of the Contract Documents, except as follows.

2.2.4 The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Additionally, the Engineer shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer shall reject work which does not meet or exceed the standards established by the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.

2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.

2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the City of Santa Fe and the

Contractor.

2.2.8 The Engineer will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.

2.2.9 Claims, disputes, and other matters in question between the Contractor and the City of Santa Fe relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred to the Engineer for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of Drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the City of Santa Fe and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 The Engineer will have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.6.2 whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the time is a component.

2.2.14 The Engineer will prepare Change Orders in accordance will Article 12 and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.

2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion will receive and forward to the City of Santa Fe for the City of Santa Fe's review of written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of payment upon compliance with the requirements of Paragraph 9.9

2.2.16 If the City of Santa Fe and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.17 The duties, responsibilities and limitations of authority of the Engineer as the City of Santa Fe's representative during construction as set for in the Contract Documents will not be modified or extended without written consent of the City of Santa Fe, the Contractor and the Engineer.

2.2.18 In case of the termination of the employment of the Engineer, the City of Santa Fe shall appoint an Engineer whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or entity identified as such in the City of Santa Fe-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "City of Santa Fe" means the City of Santa Fe or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE CITY OF SANTA FE

3.2.1 The City of Santa Fe shall, at the request of the Contractor, at the time of execution of the City of Santa Fe-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the City of Santa Fe-Contractor Agreement or to commence the work.

3.2.2 The City of Santa Fe shall furnish all surveys describing the physical characteristics for the site for the Project.

3.2.3 Except as provided in Subparagraph 4.7.1, the City of Santa Fe shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the City of Santa Fe's control shall be furnished by the City of Santa Fe with reasonable promptness to avoid delay in the orderly progress of the work.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

3.2.6 The City of Santa Fe shall forward all instructions to the Contractor through the City of Santa Fe's Representative.

3.2.7 The foregoing is in addition to other duties and responsibilities of the City of Santa Fe enumerated herein and especially those in respect to work by City of Santa Fe or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 CITY OF SANTA FE'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the City of Santa Fe, by a written order signed personally or by an agent specifically so empowered by the City of Santa Fe in writing, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the City of Santa Fe to stop the Work shall not give rise to any duty on the part of the City of Santa Fe to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 CITY OF SANTA FE'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City of Santa Fe to commence and continue correction of such default or neglect with diligence and promptness, the City of Santa Fe may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the City of Santa Fe's Representative's additional services made necessary by such default, neglect or failure. Such action by the City of Santa Fe and the amount charged to the Contractor are both subject

to the prior approval of the City of Santa Fe's Representative. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City of Santa Fe.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the City of Santa Fe-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the City of Santa Fe's Representative any error, inconsistency or omission he may discover. The Contractor shall be liable to the City of Santa Fe or the City of Santa Fe's Representative for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract.

4.3.2 The Contractor shall be responsible to the City of Santa Fe for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the City of Santa Fe's Representative in his administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether or not incorporated or to be incorporated in the work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City of Santa Fe and City of Santa Fe's Representative that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and conforming to these requirements. Substitutions not properly approved and authorized, may be considered defective. If required by the City of Santa Fe's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions in Paragraph 13.2.

4.5.2 The Contractor shall and hereby does warrant and guarantee all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of one (1) year from the date of completion as evidenced by the date of the City of Santa Fe's Representative's Final Certificate of Payment of this Contract. This also includes all labor required for replacing materials or equipment found to be defective within the one (1) year period. All guarantees for a longer period of time required by the Work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the City of Santa Fe's Representative and are hereby warranted by the Contractor as much as if countersigned by him.

4.5.3 The Contractor shall and hereby does warrant and guarantee all asphalt and concrete installed for roadway and trail paving, curb and gutter, including all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of two (2) years from the date of completion as evidenced by the date of the City of Santa Fe's Representative's Final Certificate of Payment of this Contract. This also includes all labor required for replacing roadway and trail paving, curb and gutter found to be defective within the two (2) year period. All guarantees for a longer period of time required by the Work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the City of Santa Fe's Representative and are hereby warranted by the Contractor as much as if countersigned by him.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer gross receipts tax, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time Bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the Bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City of Santa Fe's Representative in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City of Santa Fe's Representative, he shall assume full responsibility therefore and shall in turn notify the City of Santa Fe's Representative of such action.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by these allowances shall be supplied for such amounts and by such persons as the City of Santa Fe may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

A. These allowances shall cover the cost to the Contractor, less any applicable trade discount of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

B. The Contractor's costs for unloading and handling on the site, labor, installations costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in this allowance;

C. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULES

4.10.1 The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, furnish five copies of a preliminary progress schedule describing his operations for the one-hundred-eighty (180) day Contract period. The preliminary progress schedule shall be a bar graph or an arrow diagram showing the items the Contractor intends to commence and complete the various work stages, operations, and Contract means planned to be started during the one-hundred-eighty (180) day Contract period.

4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the City of Santa Fe's Representative, within five (5) days after the effective date of Notice to Proceed, traffic control plans prepared by a qualified individual for this project.

4.10.3 The graphic network diagram shall consist of an arrow diagram or a geometric figure and connector diagram which clearly depicts the major subdivisions of the work, the order and interdependencies of activities planned by the Contractor, as well as, activities by others which affect the Contractor's planning. The intended time for starting and completing each activity shall be shown for each construction operation. For those activities lasting more than thirty (30) days, either the estimated time for 25-50 and 75 percent completion or other significant milestones in the course of the activity, shall be shown. In addition to the actual construction operations, the network diagram shall show such items as submittal of samples and Shop Drawings, delivery of materials and equipment, construction in the area by other forces, traffic detour controls, and other significant items related to the progress of construction. The graphic network diagram shall be printed or neatly and legibly drawn to a linear scale.

4.10.4 Activities shown shall be coordinated insofar as possible with the Contract Bid Items, types of work and maximum number of activities of each type.

4.10.5 The computer printout or list of activities shall show for each activity the estimated duration, the earliest starting and finishing dates, the latest starting and finishing dates, and float or slack time. Activities which constitute the critical sequence shall be identified showing a total job duration equal to the Contract Time.

4.10.6 The written explanation shall contain sufficient information to describe the construction methods to be used and to enable the City of Santa Fe's Representative to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the City of Santa Fe's Representative, the Contractor shall resubmit the rejected items within ten (10) days after rejection.

4.10.7 The analysis may employ the use of an electric computer or may consist of a non-computer analysis if the latter is suitable to analyze the number of activities required. The adequacy of the system selected shall be acceptable to the City of Santa Fe's Representative.

4.10.8 The Contractor shall submit to the City of Santa Fe's Representative monthly progress status reports on dates directed by the City of Santa Fe's Representative. Such reports shall list those uncompleted activities which have less than thirty (30) days' float and which are either in progress or scheduled to be started within the next reporting period. For each of the listed activities, the following shall be shown:

A. Starting date scheduled in last critical-path-analysis.
B. Actual or intended starting date.
C. Revised activity duration, if any.

If the noted starting dates or duration delay the scheduled project completion date, the delay shall be named. Reasons for the delay shall be given with an explanation of the Contractor's proposed corrective action. The Contractor shall also note each activity completed during the report period.

4.10.9 A revised critical-path-type analysis shall be submitted when one or more of the following conditions occur:

A. When an approved Change Order significantly affects the Contract completion date, or the sequence of activities.
B. When progress of any critical activity falls significantly behind the scheduled progress.
C. When delay on a non-critical activity is of such magnitude as to change the course of the critical path.
D. At any time, the Contractor elects to change any sequence of activities affecting the critical path.

The revised analysis shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions.

4.10.10 The Contractor shall prosecute the Work in accordance with the latest critical path type analysis. Deviations therefrom shall be submitted to the City of Santa Fe's Representative for review. In the event that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours necessary to meet the Contract completion date. All additional cost resulting therefrom will not be borne by the City of Santa Fe.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain at the site, for the City of Santa Fe, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the City of Santa Fe's Representative and shall be delivered to him for the City of Santa Fe upon completion of the work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are Drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the City of Santa Fe or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City of Santa Fe's Representative's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the City of Santa Fe's Representative in writing of such deviation at the time of submission and the City of Santa Fe's Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the City of Santa Fe's Representative's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the City of Santa Fe's Representative on previous submittals.

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the City of Santa Fe's Representative as provided in Subparagraph 2.2.13. All such portions of the Work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not reasonably encumber the site with any materials or equipment.

4.13.2 The Contractor shall hold and save the City of Santa Fe free and harmless from liability of any nature or kind arising from use, trespass or damage occasioned by third persons.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, patching or grading that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the Work of the City of Santa Fe or any separate contracts by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the Work of the City of Santa Fe or any separate Contractor except with the written consent of the City of Santa Fe and of such separate Contractor. The Contractor shall not unreasonably withhold from the City of Santa Fe or any separate Contractor his consent to cutting or otherwise altering the work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the work, the City of Santa Fe may do so as provided in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.

4.15.3 The Contractor shall be solely responsible for performance of the following clean up:

A. Debris: Regardless of the nature of the debris, it shall be immediately cleared form the Work area. Each trade shall cooperate with other trades in the removal of debris and in keeping a clean job throughout.

B. Cleaning of All Painted, Decorated, and Stained Work: The Contractor shall remove all marks, stains, finger prints, and other soil or dirt from all painted, decorated, and stained work.

C. Removal of all Temporary Protections: The Contractor shall remove all temporary protections and shall clean all floors, furnishings and structures at completion.

D. Removal of all Spots, Soils, and Other Contaminants for Paved Surfaces: The Contractor shall remove all spots, soil and debris from all paved surfaces and shall wash the same upon completion.

E. Temporary Stockpiling of excavated material: There may be areas where the Contractor can temporarily stockpile material during the Work day, but it shall be removed before the end of work, and all residents shall have access to their property at all times. Contractor shall verify proposed location(s) with the On-Site supervisor before utilizing any temporary stockpile location(s).

F. Cleaning of all Fixtures and Equipment: The Contractor shall clean all fixtures and equipment, removing all stains, paint, dirt, and dust.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City of Santa Fe through the City of Santa Fe's Representative.

4.16.2 The Contractor shall designate a contact person to establish and maintain communication with all residents who will be affected by this construction. The Contractor shall contact all affected residents and businesses at least one week prior to commencing work and will provide updates at least weekly to the residents. Residents and businesses whose ingress and egress from their property will be temporarily blocked shall be given notice at least 48 hours prior to the blockage. Those residents and businesses shall be provided with a start and finish time when the blockage will occur. All access to properties will be restored each evening by 5 pm. Work on the project shall not commence before 8 am.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City of Santa Fe harmless from loss on account thereof, except that the City of Santa Fe shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the City of Santa Fe's Representative.

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Santa Fe and the City of Santa Fe's Representative and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such negligence shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the City of Santa Fe or the City of Santa Fe's Representative or any of their agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligation of the Contractor under this Paragraph 4.18 shall not extend to the liability of the City of Santa Fe's Representative, his agents or employees, arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, change orders, designs, or Specifications.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term "Subcontractor" does not include any separate Contractor or his Subcontractors.

5.1.2 A Sub-Subcontractor is a person or entity who has a direct or indirect Contract with a Subcontractor to perform any of the Work at the Site.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the City of Santa Fe and the City of Santa Fe's Representative in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The City of Santa Fe's Representative will promptly reply to the Contractor in writing stating whether or not the City of Santa Fe or the City of Santa Fe's Representative, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City of Santa Fe or the City of Santa Fe's Representative to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the City of Santa Fe or the City of Santa Fe's Representative has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.3 SUBCONTRACTUAL RELATION

5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the City of Santa Fe and the

City of Santa Fe's Representative. Said agreement shall preserve and protect the rights of the City of Santa Fe and the City of Santa Fe's Representative under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the City of Santa Fe. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Subcontractors.

ARTICLE 6

WORK BY CITY OF SANTA FE OR BY SEPARATE CONTRACTORS

6.1 CITY OF SANTA FE'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City of Santa Fe reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City of Santa Fe, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate City of Santa Fe-Contractor Agreement.

6.1.3 The City of Santa Fe will provide for the coordination of the Work of his own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in paragraph 6.2.

6.1.4 The City of Santa Fe will contract with a Design Engineer for work during this Project. The Contractor **will** plan to work around and with this other firm.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City of Santa Fe and the separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's work depends for proper execution or results upon the Work of the City of Santa Fe or any separate Contractor, the Contractor shall, prior to proceeding with the work, promptly report to the City of Santa Fe's Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City of Santa Fe's or the separate Contractor's work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible thereof.

6.2.4 Should the Contractor wrongfully cause damage to the Work or property of the City of Santa Fe or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the Work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the City of Santa Fe on account of any damage alleged to have been caused by the Contractor, the City of Santa Fe shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the City of Santa Fe arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the City of Santa Fe for all attorneys' fees and court or arbitration costs which the City of Santa Fe has incurred.

6.3 CITY OF SANTA FE'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the City of Santa Fe may clean up and charge the cost thereof to the Contractors responsible therefore as the City of Santa Fe's Representative shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of New Mexico.

7.1.2 The City of Santa Fe and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him thereunder, without the previous written consent of the City of Santa Fe.

7.2 WRITTEN NOTICE

7.2.1 Written notice shall be deemed to have been dully served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.3 CLAIMS FOR DAMAGES

7.3.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 The Contractor to whom the Contract is awarded shall furnish and pay for reputable and approved Performance and Labor and Material Payment Bonds, each for the full amount of the Contract Sum. Bonds shall be executed on standard AIA forms.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by the City of Santa Fe, the City of Santa Fe's Representative, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.6 TESTS

7.6.1 This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and Specifications. If the Contract Document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City of Santa Fe's Representative timely notice of its readiness so the City of Santa Fe's Representative may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals. Tests specifically called for by Specifications shall be made by a professional testing laboratory acceptable to the City of Santa Fe's Representative, and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the City of Santa Fe's Representative in duplicate on acceptable forms.

7.6.2 If the City of Santa Fe's Representative determines that any work requires special inspection, testing, or approval which Subparagraph 7.6.1 does not include, he will, upon written authorization from the City of Santa Fe, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.6.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City of Santa Fe's Representative's additional services made necessary by such failure; otherwise the City of Santa Fe shall bear such costs, and an appropriate Change Order shall be issued.

7.7 INTEREST

7.7.1 The City of Santa Fe will not pay interest on payments due and unpaid under the Contract Documents.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the City of Santa Fe-Contractor Agreement or such other date as may be established therein.

8.1.3 The date of Substantial Completion of the Work or designated portion thereof is the date certified by the City of Santa Fe's Representative and approved by the City of Santa Fe when construction is sufficiently complete, in accordance with the Contract Documents, so the City of Santa Fe can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

8.1.4 The term "day" as used in the Contract Document shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City of Santa Fe or the City of Santa Fe's Representative or by any employees of either, or by any separate Contractor employed by the City of Santa Fe or by changes ordered in the work, or by labor disputes, fire, unusual delay in unavoidable casualties, or any causes beyond the Contractor's control or by delay authorized by the City of Santa Fe pending arbitration, or by any other cause which the City of Santa Fe's Representative determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City of Santa Fe's Representative may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City of Santa Fe's Representative not more than twenty (20) days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one

claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

8.3.3 If written agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the City of Santa Fe-Contractor Agreement and including authorized adjustments thereto, is the total amount payable by the City of Santa Fe to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the City of Santa Fe's Representative a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the City of Santa Fe's Representative may require. This schedule, unless objected to by the City of Santa Fe's Representative, shall be used only as a basis for the Contractor's Applications for payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City of Santa Fe-Contractor Agreement, the Contractor shall submit to the City of Santa Fe's Representative an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the City of Santa Fe or the City of Santa Fe's Representative may require and reflecting retainage, if any, as provided elsewhere in the Contract Documents. On the City of Santa Fe's Representative's recommendation, and after the Project is 50% or more complete, and if the Project is on schedule, the retainage may be reduced with the approval of the City of Santa Fe. The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the City of Santa Fe's Representative and the City of Santa Fe.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site; and, if approved in advance by the City of Santa Fe payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City of Santa Fe to establish the City of Santa Fe's title to such materials or equipment or otherwise protect the City of Santa Fe's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the City of Santa Fe either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City of Santa Fe's Representative will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the City of Santa Fe with a copy to the Contractor for such amount as the City of Santa Fe's Representative determines is properly due, or notify the Contractor in writing of his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of Certificate for Payment will constitute a representation by the City of Santa Fe's Representative to the City of Santa Fe, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City of Santa Fe's Representative shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any

examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City of Santa Fe's Representative has issued a Certificate for Payment, the City of Santa Fe shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the City of Santa Fe, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payment to his Subcontractors in similar manner.

9.5.3 The City of Santa Fe's Representative may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City of Santa Fe's Representative on account of work done by such Subcontractor.

9.5.4 Neither the City of Santa Fe nor the City of Santa Fe's Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for progress payment, no progress payment, nor any partial or entire use of occupancy of the Project by the City of Santa Fe shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.6 PAYMENT WITHHELD

9.6.1 The City of Santa Fe's Representative may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary to reasonably protect the City of Santa Fe, if in his opinion he is unable to make representations to the City of Santa Fe as provided in Subparagraph 9.4.2.

9.6.2. If the City of Santa Fe's Representative is unable to make representations to the City of Santa Fe, as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and City of Santa Fe's Representative cannot agree on a revised amount, the City of Santa Fe's Representative will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the City of Santa Fe. The City of Santa Fe's Representative may also decline to certify payment, or because of subsequently discovered evidence or

subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the City of Santa Fe from loss because of:

A) Defective work not remedied;

B) Third party claims filed or reasonable evidence indicating probable filing of such claims;

C) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

D) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

E) Damage to the Work of another Contractor;

F) Reasonable evidence that the Work will not be completed within the Contract Time; or,

G) Failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed or remedied, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the City of Santa Fe's Representative does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the City of Santa Fe does not pay the Contractor within seven (7) days after the date established in the Contract Documents any amount certified by the City of Santa Fe's Representative, then the Contractor may, upon seven additional days' written notice to the City of Santa Fe and the City of Santa Fe's Representative, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the City of Santa Fe, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the City of Santa Fe's Representative a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor

to complete all work in accordance with the Contract Documents. When the City of Santa Fe's Representative, with the City of Santa Fe, on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion Form, AIA Document G704-1978, which shall establish the Date of Substantial Completion, shall state the responsibilities of the City of Santa Fe and the Contractor for security and maintenance, and the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor and the City of Santa Fe for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the City of Santa Fe's Representative, the City of Santa Fe shall make payment, reflecting adjustment in retainage, if any, for such work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City of Santa Fe's Representative will promptly make such inspection and, if he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue final Certificate for Payment stating that, to the best of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable. The City of Santa Fe's Representative's Final Certificate of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City of Santa Fe's Representative (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City of Santa Fe or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the City of Santa Fe, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designed by the City of Santa Fe. If any Subcontractor refuses to furnish a release or waiver required by the City of Santa Fe the Contractor may furnish a bond satisfactory to the City of Santa Fe to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the

Contractor shall refund to the City of Santa Fe all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the City of Santa Fe's Representative so confirms, the City of Santa Fe shall, upon application by the Contractor and certification by the City of Santa Fe's Representative and without terminating the Contract, make payment of the balance for that portion of the Work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Document, and if bonds have been furnished as provided in Paragraph 7.4, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City of Santa Fe's Representative prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the City of Santa Fe except those arising from:

A) Unsettled liens;
B) Faulty or defective work appearing after Substantial Completion;
C) Failure of the Work to comply with the requirements of the Contract Documents; and
D) Terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

9.9.6 **No Final Payment shall be made until Contractor has submitted a full set of accepted "As-Built" documentation and Drawings, manuals and accessory / operation cables.**

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible in initiating, maintaining and supervising all safety precautions and programs in connection with the work.

10.2. SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.2.1.1 All employees on the Work and all other persons who may be affected thereby;

10.2.1.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-Subcontractors; and

10.2.1.3 Other properties at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City of Santa Fes and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the City of Santa Fe or the City of Santa Fe's Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent Contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage) Employer's Liability Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract). Auto Liability (including non-owned auto coverage)	Statutory $100,000 Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate. Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the Work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-Subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-Subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-Subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the Work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City of Santa Fe's Representative and the Contractor and approved in writing by the City of Santa Fe. A Change Order may be issued only after the execution of the Contract and shall be the only means used to order changes in the Work for which the Contractor

requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the Work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.3.1.

12.1.2 The City of Santa Fe, without invalidating the Contract, may order changes in the Work within the general Scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City of Santa Fe resulting from a change in the Work shall be determined in one or more of the following ways:

A) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
B) By unit prices stated in the Contract Documents or subsequently agreed upon;
C) By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
D) By the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the City of Santa Fe, shall promptly proceed with the Work involved. The cost of such work shall the be determined by the City of Santa Fe's Representative on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the City of Santa Fe's Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the City of Santa Fe payments on account shall be made on the City of Santa Fe's Representative's Certificate for payment. The amount of credit to be allowed by the Contractor to the City of Santa Fe for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the City of Santa Fe's Representative. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the City of Santa Fe or the Contractor, the applicable unit prices shall be equitably adjusted.

12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The City of Santa Fe also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-Subcontractor's work to include at least the following detail in the general order listed:

A) Material quantities and unit costs;

B) Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);

C) Costs inherent in use of Contractor / Sub-Subcontractor owned equipment;

D) Equipment rental, if any;

E) Workmen's compensation and public liability insurance;

F) General administration, overhead, supervision, project insurance and profit, based on the following schedule:

Subtotal before Applying the Percentage Shown	
$500 & Less	Over $500
Contractor for work performed by his own forces	
22%	19%
Contractor for work performed by Subcontractor	
10%	8%
Subcontractor for work performed by his own forces	
18%	15%
Subcontractor for work performed by Sub-Subcontractor	
10%	8%
Sub-Subcontractor for work performed by his own forces	
18%	15%

G) Employment taxes under FICA and FUTA; and

H) State gross receipts tax (Contractor only).

12.1.7 The quotation for work under a Change Order shall be binding for sixty (60) days from the date submitted by the Contractor.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the Character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon verified claim by either party made within twenty (20) days after the first observance of the conditions.

12.2.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City of Santa Fe's Representative written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If such claims are justified and the City of Santa Fe authorizes an increase in the Contract Sum, the City of Santa Fe and the Contractor shall proceed to negotiate the amount of the adjustment in the Contract Sum. If the City of Santa Fe and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City of Santa Fe's Representative. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
12.2.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation, (2) any order by the City of Santa Fe to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.3.1or (4) failure of payment by the City of Santa Fe pursuant to Paragraph 9.7, the Contractor shall make such claims as provided in Subparagraph 12.2.2.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The City of Santa Fe's Representative will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the City of

Santa Fe and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City of Santa Fe's Representative or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City of Santa Fe's Representative, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any portion of the Work has been covered which the City of Santa Fe's Representative has not specifically requested to observe prior to being covered, the City of Santa Fe's Representative may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City of Santa Fe. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City of Santa Fe or a separate Contractor as provided in Article 6, in which case the City of Santa Fe shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all work rejected by the City of Santa Fe's Representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the City of Santa Fe's Representative's additional services made necessary thereby.

13.2.2 If, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the City of Santa Fe of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City of Santa Fe to do so unless the City of Santa Fe has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The City of Santa Fe shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the City of Santa Fe.

13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the City of Santa Fe may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the City of Santa Fe's Representative, the City of Santa Fe may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the City of Santa Fe may upon ten (10) additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for the City of Santa Fe's Representative's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City of Santa Fe.

13.2.6 The Contractor shall bear the cost of making good all work of the City of Santa Fe or separate Contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the Contractor to correct the Work and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City of Santa Fe prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a Contract with the Contractor, or because the City of Santa Fe's Representative has not issued a Certificate for payment as provided in Paragraph 9.7, or because the City of Santa Fe has not made payment thereon as provided in paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City of Santa Fe and the City of Santa Fe's Representative, terminate the Contract and recover from the City of Santa Fe payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY OF SANTA FE

14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the City of Santa Fe, upon certification by the City of Santa Fe's Representative that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and of all material, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the City of Santa Fe's Representative's additional services made necessary thereby, and any damages sustained by the City of Santa Fe as a result of the Contractor's breach, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City of Santa Fe. The amount to be paid to the Contractor or to

the City of Santa Fe, as the case may be, shall be certified by the City of Santa Fe's Representative upon application, in the manner provided in paragraph 9.4 and this obligation to the Contractor or to the City of Santa Fe, as the case may be, shall be certified by the City of Santa Fe's Representative upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.

14.2.3 In the event that the Project is abandoned by the City of Santa Fe, the City of Santa Fe may terminate this Contract at any time by giving at least seven (7) days' notice to the Contractor. In the event of termination, all work completed shall become the property of the City of Santa Fe. The Contractor shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expense authorized by the City of Santa Fe which are then due.

14.2.4 In the event the Contractor fails to perform the Work in accordance with the Contract Documents, the City of Santa Fe may terminate the Contract after giving the Contractor five (5) working days' notice.

ARTICLE 15

EQUAL OPPORTUNITY

15.1 The Contractor shall maintain policies of employment as follows:

15.1.1 The Contractor, all Subcontractors, and all Sub-Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without discrimination during employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor, all Subcontractors, and all Sub-Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicant will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 16

MINIMUM WAGE RATES

16.1 The project is not subject to a New Mexico State Wage Rate Decision at the time of

Bidding, but if a project is executed for $60,000 or more, a Wage Rate Decision will be requested and the Contractor will be required to follow all of its rules and regulations and a Bid Bond will be required for that project. A recent Wage Rate Table is attached for Contractor information only. This project is subject to the City of Santa Fe's Minimum Wage Ordinance which is attached.

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SUPPLEMENTARY CONDITIONS

(SECTION 008000)

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SUPPLEMENTARY CONDITIONS (SECTION 008000)

SUPPLEMENTARY CONDITIONS

This document is intended to be used in conjunction with the General Conditions of the Contract.

ADDITIONAL CONDITIONS

1.0 DEFINITIONS - The following definitions shall apply through the Bidding Documents or Contract Documents unless otherwise specified.

1.1 ADDENDUM: Written or graphic instrument issued prior to the execution of the Contract which modifies or interprets the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. Plural: ADDENDA

1.2 ADDITIVE OR DEDUCTIVE ALTERNATE BID: Amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project Scope or alternate materials and/or methods of construction is accepted.

1.3 BASE BID: Amount of money stated in the Bid as the sum for which the Bidder offers to perform the work, not including that work for which Alternate Bids are also submitted.

1.4 BID: A complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding Documents.

1.5 BID LOT: A major item of work for which a separate quotation or proposal is requested.

1.6 BIDDER: One who submits a Bid for a Prime Contract with the City of Santa Fe, as distinct from a Subcontractor, who submits a Bid to a Bidder. Technically, a Bidder is not a Contractor on a specific project until a contract exists between him and the City of Santa Fe.

1.7 BIDDING DOCUMENTS: Documents that include the Invitation for Bid, Instructions to Bidders, the Bid Form, other sample Bidding and Contract Forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the Work consist of the City of Santa Fe-Contractor Agreement, the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.

1.8 DAY: Calendar day, which is every day shown on the calendar, beginning and ending at midnight.

1.9 CENTRAL PURCHASING OFFICE: The Central Purchasing Office is the City of Santa Fe Purchasing Department.

1.10 GOVERNING AUTHORITY: The Governing Authority of the City of Santa Fe for the execution of construction contracts is the Mayor and City Manager.

1.11 INVITATION FOR BID: The Bidding Documents utilized for soliciting sealed Bids. "Invitation to Bid" shall have the same meaning as "Invitation for Bid".

1.12 OWNER: The City of Santa Fe, New Mexico.

1.13 PROCUREMENT OFFICER: The Director of the Purchasing Division, or a designee authorized to enter into or administer contracts and make written determination with respect thereto.

1.14 RESPONSIBLE BIDDER: A Bidder who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Bidding Documents (13-1-82, NMSA 1978).

1.15 SUCCESSFUL BIDDER: The lowest qualified and responsible Bidder to whom the City of Santa Fe, on the basis of the City of Santa Fe's evaluation, makes an award.

1.16 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.

1.17 USER: The City of Santa Fe or agencies or designated entity for whose use the Project is being constructed.

2.0 CONTRACT AUDIT

The City of Santa Fe shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated Contract or Subcontract other than a firm Fixed-Price Contract to the extent that such books and records relate to the performance of such Contract or Subcontract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of three (3) years from the date of final payment under the Subcontract unless a shorter period is otherwise authorized in writing (13-1-161, NMSA 1978).

3.0 DEBARRED OR SUSPENDED CONTRACTORS

A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, or City Purchasing provisions shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

4.0 BRIBES, GRATUITIES, AND KICK-BACKS

4.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 through 30-24-2, NMSA 1978).

4.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-23-2, and 30-41-1 through 3-41-3, NMSA 1978), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

5.0 PROTESTS (CITY PURCHASING MANUAL)

5.1 Any Contractor who is aggrieved in connection with procurement may protest to the City Purchasing Agent and the City of Santa Fe. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, not more than fifteen (15) calendar days after the facts or occurrences giving rise thereto.

5.2 In the event of a timely protest under the City Purchasing Manual, the City Purchasing Agent and the City of Santa Fe shall not proceed further with the procurement unless the City Purchasing Agent or the City of Santa Fe makes a determination that the award of Contract is necessary to protect substantial interests of the City of Santa Fe.

5.3 The City Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Contractor concerning procurement.

5.4 This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees.

5.5 The City Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

A) State the reasons for the action taken; and,

B) Inform the protestant of the right to judicial review of the determination pursuant to the City Purchasing Manual.

5.6 A copy of the determination issued under the City Purchasing Manual shall be mailed to the protestant.

6.0 CONTRACT BOND REQUIREMENTS

6.1 The Successful Bidder, where the Contract Price exceeds twenty-five thousand dollars ($25,000), shall post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City of Santa Fe.

6.2 Personal sureties may be accepted if the City of Santa Fe so determines in advance, but in such case the amount of the Bond shall be the full Contract Price, and the sureties shall justify under oath in amounts above liabilities and exemptions aggregating double the amount of the Bond.

6.3 Special attention of Bidders is called to the requirements of Section 13-4-18 through 13-4-20, NMSA 1978 regarding a Contractor who does not have his principal place of business in the State of New Mexico for all taxes due arising out of construction services rendered under the Contract.

6.3.1 The right to sue on this Bond accrues only to the City of Santa Fe and the parties to whom Sections 13-4-18 through 13-4-20, NMSA 1978 grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statues.

7.0 NON-RESIDENT CONTRACTOR'S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

7.1 Section 7-1-55A, NMSA 1978 provides that any person (as defined in Section 7-1-3, NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime Construction Contract to be performed in this State shall, at the time such Contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts to be paid under the Contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4, NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall

obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.

7.2 If the total sum to be paid under the Contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen (14) days after the change (7-1-55B, NMSA 1978).

7.3 In addition to the above requirements, the Contractor will be subject to all the requirements of the City Procurement Code.

8.0 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

8.1 Section 7-10-4, NMSA 1978 provides that any person (as defined in Section 7-10-3, NMSA 1978) performing services for the City of Santa Fe, as those terms are used in the Gross Receipts and Compensating Tax Act (Section 7-10-1 to 7-10-5, NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.

8.2 The identification number is needed to properly complete the approval process of the contract; therefore, so as to cause no delay in the processing, the Contractor must register with the State of New Mexico, Taxation and Revenue Department. For information contact:

Revenue Division
Taxation and Revenue Department
Manual Lujan Building
1200 St. Francis Drive
Santa Fe, New Mexico 87503
(505) 988-2290

8.3 If any person who performs services for the City of Santa Fe is not registered to pay the gross receipts tax, the City shall withhold payment of the amount due until the person has presented evidence of registration with the Taxation and Revenue Department to pay the gross receipts tax.

9.0 CONTRACT WITH NONRESIDENT PERSON OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

9.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24, NMSA 1978, whereby a Public Works Contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall

contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

10.0 STATE ALLOWANCES

10.1 The Contractor shall purchase the "Allowed Materials" as directed by the City of Santa Fe through the City of Santa Fe's Representative / Engineer on the basis of the lowest and the best Bid of at least three competitive Bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the Contract Price shall be adjusted accordingly. The adjustment in Contract Price made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable section of the Specifications covering the work.

11.0 MINIMUM WAGE RATES

11.1 This project is not subject to a New Mexico State Wage Rate decision. If a Work Order is executed for $60,000 or more, a New Mexico State Wage Rate Decision will be requested for that project and the Contractor will follow all applicable rules and regulations pertaining to it and a Bid Bond will be required for that project. This project is subject to the City of Santa Fe's Minimum Wage Ordinance which is attached.

12.0 FORM OF CHANGE ORDER AND CHANGE ORDER NOTICE TO PROCEED

12.1 The provided forms issued by the City of Santa Fe are to be utilized by the Contractor, City of Santa Fe's Representative / Engineer, and the City of Santa Fe pursuant to the requirements of the General Conditions.

13.0 STATE OF NEW MEXICO, CONSTRUCTION INDUSTRIES DIVISION (CID)

13.1 The Contractor, at his own expense, shall secure the required building permits from the State CID as required for this Project. Contractor shall adhere to the requirements established for inspections.

14.0 CITY OF SANTA FE REQUIREMENTS

14.1 The General Contractor shall include in the Bid the cost of all landfill dumping fees; additionally, the Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.

14.2 Construction debris and human debris must be cleaned from the site before Contractor leaves site daily.

14.3 The Contractor shall adhere to any applicable City of Santa Fe ordinances, resolutions, guidelines, and other requirements to complete the work.

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Insert FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects Pages 1-32

STANDARD SPECIFICATIONS

FOR
SANTA FE REGIONAL AIRPORT
RUNWAY 02 RSA GRADING
CITY OF SANTA FE

The FAA Standards for specifying construction of airports, AC150/5370-10H, shall govern construction of this project, except where revised or amended by the documents herein.

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Insert FAA AC 150 5210-5D Pages 1-14

Insert FAA AC 150-5370-2G Pages 1-95

EMCOOFS-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2020

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) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Tammie Jojola PHONE (A/C, No, Ext): (505) 262-9457 FAX (A/C, No): E-MAIL ADDRESS: Tammie.Jojola@hubinternational.com
INSURED EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Company of Hartford — 20478 INSURER B : The Continental Insurance Company — 35289 INSURER C : New Mexico Mutual Casualty Company — 40627 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6076047006	12/31/2020	12/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIMITED POLLUTI	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6076591361	12/31/2020	12/31/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0099202	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JOB: Arroyo de Los Chamisos

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe - Streets & Drainage Maintenance Division
P.O. Box 909
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert Machuca

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Exhibit C

AGENCY CUSTOMER ID: EMCOOFS-01 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87505
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Santa Fe is listed as additional insured.

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It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**, and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**, or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily Injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily Injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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   a. the **Named Insured's** acts or omissions; or
   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definiton of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or claim is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
   a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

   a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

   b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

   A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

   This insurance does not apply to:

   k. Damage to Your Product

   Property damage to your **product** arising out of it, or any part of it except when caused by or resulting from:

   (1) fire;

   (2) smoke;

   (3) collapse; or

   (4) explosion.

   l. Damage to Your Work

   Property damage to your **work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

   This exclusion does not apply:

   (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire,

(b) smoke,

(c) collapse, or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. **CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. **ELECTRONIC DATA LIABILITY**

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A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy, provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. **EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. **GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved,

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**, and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c)** and **(d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or **organization** is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company, and

if the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. **Damage to Property**

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises.

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools or equipment the **Named Insured** borrows from others; nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner, or for personal property of others in the **Named Insured's** care, custody or control.

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: SN,NNN,NNN,NNN. or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from:

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000 limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000 limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage,** or **personal** or **advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: EMCO OF SANTA FE LLC
DBA: EMCO OF SANTA FE LLC

Business Location: 3810 OLIVER RD
SANTA FE, NM 87507

CRS Number: 03245374004

Owner: RICHAR COOK

License Number: 225893

License Type: Business License - Renewable

Issued Date: June 08, 2021

Classification: Contractor - General

Expiration Date: June 08, 2022

Fees Paid: $35.00

EMCO OF SANTA FE LLC
3810 OLIVER RD
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

Exhibit D

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202907**

Contractor: **EMCO of Santa Fe, LLC**

Description: **Runway 02 Runway Safety Area (RSA) Grading**

Contract [◉] Agreement [O] Lease / Rent [O] Amendment [O]

Term Start Date: **TBD** Term End Date: **06/30/2022**

[☑] Approved by Council Date: **09/08/2021**

Contract / Lease: Grading for RSA 2

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: **ITB# 21/38/B**

Jon Denney Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: 1st. year award for ITB 21/38/B

4. Funding Source: **FAA AIP 3-35-0037-54-2021** **AIR22545OA** Org / Object: **5450407.572970**

Andy Hopkins Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Bobbi Huseman** Phone # **955-2903**

Email: **bjhuseman@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: EMCO of Santa Fe, LLC

Procurement Title: Runway 02 Runway Safety Area (RSA) Grading

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 PWD/Airport Staff Name Mark Baca

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: _____

Bobbi Huseman	Airport Admin Manager	08/09/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 13:49 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request for Approval to Award ITB #21/38/B to Low Bidder EMCO of Santa Fe, LLC, for Runway 2 Runway Safety Area (RSA) Grading, in a Total Amount of $396,886.41, Inclusive of New Mexico Gross Receipts Tax. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 505-955-2901)

Committee		**Review:**
Finance	Committee	– 08/30/21
PW/U	Committee	– 09/07/21
Council – 09/08/21		

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7d

Request for Approval to Award ITB #21/38/B to Low Bidder EMCO of Santa Fe, LLC, for Runway 2 Runway Safety Area (RSA) Grading, in a Total Amount of $396,886.41, Inclusive of New Mexico Gross Receipts Tax. (Mark Baca, Airport Manager: mdcaca@santafenm.gov, 955-2901)

Committee Review:
Finance Committee: 08/30/21
PW/U Committee: 09/07/21
Governing Body: 09/08/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/08/21 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

Date: August 13, 2021

To: Planning Commission, Finance Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

From: Noah L. Berke, AICP, Current Planning Division Manager NLB

Via: Jason M. Kluck, Interim Planning and Land Use Department Director JMK

RE: Proposed Legislation to Address Zoning Issues Related to Cannabis Legislation

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EXECUTIVE SUMMARY:

This Bill would amend the Land Development Code by adding a new category of specific uses, "Commercial Cannabis Establishments," in the Santa Fe City Code ("SFCC" 14-6.1-1 (Table of Permitted Uses). The Bill further clarifies in which zoning districts the various types of Commercial Cannabis Establishments would be permitted and adopts minimum distances between cannabis retail establishments and schools or daycares. The Bill includes proposed changes to Subsection 14-6.2(H) (agricultural uses), 14-6.3(D)(2) (home occupations), 14-12.1 (definitions), and adds a new subsection 14-6.2(I) to adopt use specific standards for cannabis establishments including density limitations and operating times. The goal of this proposed legislation is to promote the cannabis economy while protecting public health, safety, and the general welfare of the residents and visitors to the City of Santa Fe.

Commercial Cannabis Establishments:

With the proposed amendments, a new "Commercial Cannabis Establishments" category of specific uses would be created within SFCC Section 14-6.1-1 (table of permitted uses), which stipulates specific definitions and uses in zoning districts as "permitted use", "special use permit", "accessory use", and "prohibited use". The Commercial Cannabis Establishments use would be divided into four classes for Production:

> **Cannabis Producer, Extra Small (up to 2500 sq. ft. canopy) is a business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for an extra small cannabis producer may not exceed twenty-five hundred (2,500) square feet at any one time.**
>
> - **Permitted indoors: I-1, I-2**
> - **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Small (2,500-10,000 sq. ft. canopy) is a business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a small cannabis producer may not exceed five thousand (5,000) square feet at any one time.

- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Medium (10,000-22,000 sq. ft. canopy indoors or up to 1 acre outdoors) is a business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a medium cannabis producer may not exceed twenty-two thousand (22,000) square feet at any one time, or one (1) acre, if growing will occur outdoors.

- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Large (over 22,000 sq. ft. canopy) is a business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. The cannabis canopy area for a large cannabis producer may exceed twenty-two thousand (22,000) square feet.

- **Permitted indoors or outdoors with Special Use Permit: I-1, I-2.**

The Commercial Cannabis Establishments would include the following two categories for Manufacturing:

Cannabis Manufacturing, Heavy is a use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

- **Permitted in indoors in I-1, I-2, and BIP**

Cannabis Manufacturing, Light is a use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

- **Permitted in C-2, BCD, I-1, I-2, and BIP**

The Commercial Cannabis Establishments category would include two categories for Cannabis research and testing laboratories:

Cannabis Research Laboratory is a facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

- **Permitted in C-2, BCD, I-1, I-2, and BIP**

Cannabis Testing Laboratory is a facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

- **Permitted in C-2, BCD, I-1, I-2, and BIP**

The Commercial Cannabis Establishments would include one category for Cannabis Retail:

Commercial Cannabis Retailer is a business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

- **Permitted in C-2, BCD, I-1, I-2, BIP, SC-1, SC-2, SC-3, and MU (limited to hours of operation from 7:00 AM to 10:00 PM in MU districts only)**

The commercial cannabis Retailer use would only be permitted if not located within three hundred (300) feet of an existing school or daycare center; subject to density limitations set forth in Subsection 14-6.2(I) and would be limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

The final permitted use added to the Commercial Cannabis Establishments would be "Cannabis Consumption Area", defined as an area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older. The State of New Mexico is currently working on a framework for regulating cannabis consumption areas and legislation will be further drafted and presented to the Planning Commission and Governing Body after the State's framework is completed.

BACKGROUND:

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority. This memorandum sets forth the Policy Subcommittee's preliminary recommendations for cannabis land use regulations. The Policy

Subcommittee requests input from the full Planning Commission on these recommendations. Following input from the Planning Commission, the Policy Subcommittee will work with Staff to incorporate the recommendations into draft amendments to the Land Development Code, as set forth in Chapter 14 of the Santa Fe City Code. The resulting legislation will require review at public hearings before the Planning Commission and Governing Body prior to adoption.

The State has clearly outlined that local jurisdictions cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Local jurisdictions can adopt rules that reasonably limit conditions like density of cannabis establishments and operating times.

The Cannabis Regulation Act defines new types of recreational cannabis establishments, including the following:

- Cannabis Retailer (commercial sales of cannabis);
- Cannabis Producer (growing or farming of cannabis);
- Cannabis Producer Microbusiness (produces cannabis at a single premise with no more than 200 mature plants at one time);
- Cannabis Manufacturer (turns uncultivated cannabis into oils, edibles, and products); and
- Cannabis Research and/or Testing Laboratories;
- Cannabis Consumption Areas (place where cannabis is smoked, vaporized, or ingested);
- Integrated Cannabis Microbusiness (may include combination of producer microbusiness, manufacture and retail at a single location selling only their own products); and
- Vertically Integrated Cannabis Establishment (may include combination of retail, producer, and manufacturer).

The proposed City ordinance would mirror the existing definitions set forth by the State of New Mexico. The City ordinance would also adopt further restrictions regarding density, classifications, and hours of operation.

On July, 14, 2021, the Governing Body heard a presentation from Staff which outlined how the Land Use Department would classify cannabis establishments under the current zoning and land use codes. Staff also made formal cannabis recommendations moving forward. As contemplated in Chapter 14, the Planning Commission is making the recommendations for changes to the Chapter, beginning with the recommendations from its policy subcommittee.

The Policy Subcommittee conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021. Subcommittee members have also worked to research the legislative limitations, best practices, and experiences of other places, and have noted their appreciation of staff for assistance with this research. The Subcommittee's primary focus has been to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.

Planning and Land Use Department Review of Proposed Legislation:

Under SFCC Section 14-3.3, the Planning and Land Use Department is required to review proposed amendments to the text of Chapter 14 to ensure compliance with the following criteria:

1. compliance with law;
2. consistency with the general plan;
3. consistency with other policies adopted by the Governing Body;
4. consistency with the purpose and intent of Chapter 14 and of the section being amended;
5. consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
6. consistency with any approved neighborhood conservation overlay districts.

The Planning and Land Use Department, in consultation with the City Attorney's Office, has reviewed and crafted the proposed legislation to ensure that all of the above criteria are met.

ACTION REQUESTED:

The Planning and Land Use Department requests that the Planning Commission and council committees consider the proposed legislation and make a positive recommendation to the Governing Body and that the Governing Body adopt the proposed legislation.

ATTACHMENTS:

1. Bill
2. Policy Subcommittee Memo on Recommendations
3. Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

AN ORDINANCE

AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987, TO ADDRESS ZONING ISSUES RELATED TO CANNABIS; AMENDING TABLE 14-6.1-1, TABLE OF PERMITTED USES, TO CLARIFY ZONING DISTRICTS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS, AND TO ADOPT OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.2(H), AGRICULTURAL USES, TO ADDRESS CANNABIS PRODUCTION; ADDING A NEW SUBSECTION 14-6.2(I) TO ADOPT USE-SPECIFIC STANDARDS FOR CANNABIS ESTABLISHMENTS, INCLUDING OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.3(B)(2) TO PROHIBIT COMMERCIAL CANNABIS ESTABLISHMENTS AS ACCESSORY USES OR STRUCTURES ON RESIDENTIALLY ZONED PROPERTY; AMENDING SUBSECTION 14-6.3(D)(2) TO PROHIBIT THE CONDUCT OF A CANNABIS ESTABLISHMENT AS A HOME OCCUPATION;

underscored material = new [~~bracketed material~~] = delete

AMENDING SECTION 14-12.1 TO ADD DEFINITIONS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CARRY OUT THE PURPOSE OF THIS ORDINANCE.

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

Section 1. Table 16-1.1-1 of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

Table 14-6.1-1

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

CATEGORY Specific Use	RR	R-1	R-7	R-7	RC-5,	R-10	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
RESIDENTIAL																						
Group Living																						
Continuing care community	S	S	S	S	S	S		S		P	S	P	P	P			S				P	(A)(1)
Group Residential Care Facility	S	S	S	S	S	S		S		P	S	P	P	P			S				P	
Group Residential Care Facility, Limited	P	P	P	P	P	P		P		P	S	P	P	P			S				P	
Group Residential Care Facility, Correctional			S		S	S		S		P*	P*	P*	P*	S			S				S	

Boarding, dormitory, monastery	S	S	S	S	S	P		P		P	S	P	S	P			S				S	
Household Living																						
Dwelling, multiple- family	P [1]	P	P		P	P	P	P		P	P [6]	P	P	P				P [6]	P [6]	P [6]	P	(A)(5), (A)(6)
Dwelling, single-family	P	P	P	P	P	P	P	P		P	P [6]	P	P	P							P	(A)(5)
Manufactured homes	P	P	P	P	P	P	P	P		P	P [6]	P	P	P							P	(A)(4)
Mobile home, permanent installation	S	S	S	S	S	S		S		S		S	S									(A)(2)
Mobile home park							P 9															(A)(3); See 14-6.4(B)
Short-Term Rental Unit	Prohibited except as set forth in Section 14-6.2(A)(5)(a)									P	P	P	P						P	P		(A)(5), (A)(6)

PUBLIC, INSTITUTIONAL AND CIVIC																							
Emergency Services																							
Police and fire stations	S	S	S	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P		
Police substations (6 or fewer staff)	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P		
Preschool, Daycare for Infants or Children																							
Small (6 or fewer)	P	P	P	P	P	P	P	P		P	P	P	P	P	P		P	P	P	P	P		
Large (More than 6)	S	S	S	S	S	S	S	S		P	P	P	P	P	S		P	P	P	P	S		
Electrical Facilities (See 14-6.2(F) for Planning Commission Review Requirements)																							
Distribution facilities	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F), (G)	
Substation	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F)	

Switching station	P	P								P	P	P		P	P	P	P	P	P	P	P	(F)
Transmission lines	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F)
Educational																						
Elementary and secondary schools, public and private	S	S	S		S	S		S		P*	P*	P*	S	P*	S		P*	S	S	S	P*	
Colleges and universities, residential	S	S	S		S	S		S		S	S	S	S	P			S				S	(B)(2)
Colleges and universities, nonresidential										P	P	P	P	P	P		P	P	P	P	P	
Museums		S	S		S	S		P[10]		P	P	P		P	P		P	P	P	P	P	
Vocational or trade schools, nonindustrial								P[10]		P	P	P		P	P		P	P	P	P	P	

Vocational or trade schools, light industrial														P*	P	P	P*				
Community Centers and Institutions																					
Neighborhood and community centers, including youth and senior centers	S	S	S		S	S		S		P	P	P	P	P			P	P	P	P	P
Religious, educational and charitable institutions (does not include schools or assembly uses)						S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*
Hospitals and Extended Care Facilities																					
Extended care, convalescent, nursing, recovery care facilities	S	S	S	S	S	S		S		P	P	P	P	P			P				P

Hospitals										S	S		P/ S [6]	P			P					(B)(3)
Hospital heliport													P									(B)(3) (b)
Human Services																						
Adult day care	S	S	S	S	S	S		S		P	P	P	P	P			P	P	P	P	P	
Foster homes licensed by the appropriate state agencies	P	P	P			P		P		P		P	P	P							P	
Human service establishments											P*			P*	P*			P*	P *	P *	P*	(B)(4)
Sheltered care facilities	S	S	S		S	S		S		S	S	S	S	P							S	(B)(5)
Parks and Open Space																						
Cemeteries, mausoleums and columbariums	S	S	S							S	S		S	P								(B)(1)

Public parks, playgrounds, playfields	P	P	P		P	P		P		P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly																						
All	S	S	S		S	S		S		P	P	P	P	P	P		P	P	P	P	P	
Utilities																						
All (includes natural gas regulator station, telephone exchange, water or sewage pumping station or water storage facility)	S	S	S		S	S		S		S	P	S	S	P	P	P					S	(B)(6)
COMMERCIAL																						
Animal Sales and Service																						
Veterinary establishments, pet grooming	S									P*	P*	P*		P	P	P	P*		P*	P*	P*[2]	

Kennel	S									P*	P*	P*		P	P	P	P*					
Arts Activities																						
Arts and crafts studios, galleries and shops; gift shops for the sale of arts and crafts								P [10]	P	P	P	P		P	P			P	P	P	P [2]	
Arts and crafts schools								P [10]	P	P	P	P		P	P		P	P	P	P	P [2]	
Dance studios								P [10]	P	P	P			P	P		P	P	P	P	P [2]	
Photographers' studios								P [10]	P	P	P			P	P		P	P	P	P	P [2]	
Assembly																						
Private clubs and lodges	S	S	S		S	S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P* [2]	
<u>Commercial Cannabis Establishments</u>																						

Cannabis consumption area																						(I)
Cannabis manufacturing, heavy															P	P	P					(I)
Cannabis manufacturing, light											P			P	P	P	P					(I)
Cannabis producer, extra small (2,500 sq. ft. canopy max.), indoor growing only											S				P	P	S					(H), (I)
Cannabis producer, extra small (2,500 sq. ft. canopy max.), with outdoor growing											S				S	S	S					(H), (I)

Cannabis producer, small (2,501 - 10,000 sq. ft. canopy), indoor growing only											S				P	P	S				(H), (I)
Cannabis producer, small (2,501- 10,000 sq. ft. canopy), with outdoor growing											S				S	S	S				(H), (I)
Cannabis producer, medium (10,001 - 22,000 sq. ft. canopy) indoor growing only											S				P	P	S				(H), (I)
Cannabis producer, medium (10,001 sq. ft. to 1 acre canopy), with outdoor growing											S				S	S	S				(H), (I)

Cannabis producer, large (22,001 or more sq. ft. canopy), indoor growing only														S	S						(H), (I)
Cannabis research laboratory											P			P	P	P	P				(D)(4), (I)
Cannabis testing laboratory											P			P	P	P	P				(D)(4), (I)
Commercial cannabis retailer											P11			P11	P11	P11		P11	P11	P2	(I)
Financial Services																					
Banks, credit unions (without drive-through)										P	P			P	P		P	P	P	P	
Banks, credit unions (with drive-through)										P*	P*			P	P*		P*	P*	P*	P[2]	
Food and Beverages																					

Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3, 10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3, 10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S 3 ,10	S 3		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S 3 ,10	S* 3		P*			P*	P	P		P*	P*	P*	P* 2	
Restaurant - Fast service/take-out, no drive-through/ drive-up								S 3 ,10		P 4	P	P 4		P	P	P	S	P	P	P	P	

Restaurant - with drive-through/ drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* 2	
Commissary kitchen										P*												
Medical																						
Apothecary shops or pharmacies										P	P		P	P	P			P	P	P	P [2]	
Medical and dental offices or clinics								S [10]	S	P	P	P	P	P	P		P	P	P	P	P [2]	
Offices, Business and Professional																						
Business and professional offices excluding medical and dental and financial services								S [10]	S	P	P	P	P	P	P	P	P	P	P	P	P [2]	
Public Accommodation																						

Bed and breakfast houses and inns											P			P	P		P			P		
Conference and extended stay lodging facilities											P			P	P		P					
Hotels, motels, residential suite hotels											P			P	P					P		
Vacation time share projects											P			P	P							(C)(7)
Public Transportation																						
Transit transfer facilities											S		S	P	P	P	S	S	P	P	S	
Recreation and Entertainment																						
Commercial recreational uses and structures; theaters, bowling alleys, pool-rooms, driving ranges, etc.											P			P	P	P		P	P	P	S[2]	

Exercise, spas or gym facilities											P			P	P	P		P	P	P	P [2]	
Nonprofit theaters for production of live shows								P* [10]	S		P			P	P	P	P	P	P	P	P [2]	
Retail Sales and Services																						
Antique stores								P [10]	P		P			P	P			P	P	P	P [2]	
Art supply stores								P [10]	P		P			P	P			P	P	P	P [2]	
Bookshops								P [10]	P		P			P	P			P	P	P	P [2]	
Cabinet shops, custom								P [10]	P		P	P		P	P	P	P					
Department and discount stores											P			P	P				P	P	P [2]	
Flea markets											P			P	P							(C) (3)

Florist shops								P [10]	P		P		P	P	P			P	P	P	P [2]	
Funeral homes or mortuaries										P	P			P	P							
Furniture stores											P			P	P	P			P	P	P [2]	
Neighborhood grocery stores and laundromats	S	S	S		S	S		S		S	P	S	S								P [2]	(C)(4)
Office equipment sales and service; retail sale of office supplies											P			P	P	P			P	P	P [2]	
Retail establishments not listed elsewhere											P			P	P	P		P	P	P	P [2]	

Retail and service uses that are intended to serve the primary uses and that do not exceed 5,000 square feet													P	P	P	P				P [2]	
Retail sales accessory to any permitted use, provided that such commercial uses shall not occupy more than ten percent of the total floor area of all buildings occupied by the principal use																A				S [2]	
Sign shops											P	P		P	P	P					P [2]	
Service Establishments																					
Barber shops and beauty salons										P	P	P		P	P			P	P	P	P [2]	

Personal care facilities for the elderly						S		S		P	P	P	P	P	P		P	P	P	P	P [2]	(C)(7)
Personal service establishments including cleaning and laundry, appliance repair and similar services											P			P	P			P	P		P [2]	
Tailoring and dressmaking shops								P	P	P	P	P		P	P		P	P	P	P	P [2]	
Sexually Oriented Businesses																						
All															P	P						(C)(1)
Storage																						
Individual storage areas within a completely enclosed building											S			P	P	P	P	P	P	P		(D)(2)
Mini-storage units											S			P	P	P		P	P	P		(D)(3)

Telecommunication																						
Telecommunications Facilities	Permitted as set forth in Section 14-6.2(E) (for facilities in public rights of way see Article 27-2 SFCC 1987)																					
Vehicles and equipment																						
Commercial parking lots and garages											P		P	P	P	P	A	P	P	P		See 14-8.6(B)(6)
Service and repair establishments including filling stations and repair garages											P			P	P	P			S	S		
Tire recapping and retreading											P			P	P	P						
Industrial																						

Automobile salvage and wrecking yards, junkyards or yards used in whole or in part for scrap or salvage operations or for processing, storage, display or sales of any scrap, salvage or secondhand building materials, junk automobiles or second hand automobile parts															P						
Research, experimental and testing laboratories											P			P	P	P	P					(D)(4)
Manufacturing and Production																					
Light assembly and manufacturing											P			P	P	P	P					

Outdoor Storage																					
Outdoor storage lots and yards, except wrecking yards, junkyards or yards used in whole or in part for scrap or salvage operations or for processing, storage, display, or sales of any scrap, salvage or second-hand building materials, junk automobiles or second-hand automobile parts														P	P	A					
Warehouse and Freight Movement																					
Wholesaling and distribution operations - 3,000 square feet or less of storage											P			P	P	P					

Wholesaling and distribution operations - over 3,000 square feet of storage															P	P						
AGRICULTURAL USES																						
Animal production																						(H)
Commercial stable	S																					(H)
Urban Farm Ground Level, less than 10,000 sq ft.	A	A	A	A	A	A				P	P	P			P	P		P	P	P		(I)
Urban Farm Ground Level, 10,000 sq ft. - 1 acre	S	S	S	S	S	S				P	P	P			P	P		P	P	P		(I)
Urban Farm Ground Level, greater than 1 acre	S	S	S	S	S	S				S	S	S			P	P		S	S	S		(I)

Urban Farm Roof Level, Open Air, 1000 sq ft. or less	S	S	S	S	S	S				S	S	S			S	S		S	S	S		(I)
Urban Farm Roof Level, Open Air, greater than 1000 sq ft., less than 5000 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaculture, less than 750 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaponics, less than 750 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaponics, greater than 750 sq. ft										S	S	S			S	S		S	S	S		(I)
Hydroponics, any size										S	S	S			S	S		S	S	S		(I)
Composting															S	S						
ACCESSORY USES																						

Accessory structures of a permanent, temporary or portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts and such other accessory structures which exceed 30 inches in height from the average ground elevation.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Children's play areas and play equipment	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A	A	A	A	
Accessory dwelling units	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	14-6.3 (C)(1)

Greenhouses, noncommercial	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	
Home occupations	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	14-6.3 (C)(2)
Hospital heliport													A [8]									
Other uses and structures customarily accessory and clearly incidental and subordinate to permitted permissible uses and structures	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	
Private barbecue pits, private swimming pools	A	A	A	A	A	A	A	A		A	A	A	A	A	A		A				A	
Private daycare for infants and children	A	A	A	A	A	A	A	A		A	A	A	A	A	A		A	A	A	A	A	
Private garages	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A	A	A	A	

Residential use ancillary to an approved use		A	A	A	A	A	A	A		A	A	A	A	A	A		A	A	A	A	A	14-6.3(B)(5), (B)(6) and (B)(7)
Utility sheds, located within the rear yard only	A	A	A	A	A	A		A		A		A	A								A	
Apothecaries, pharmacies, or laboratories accessory to a clinic								A	A	A	A	A	A	A	A		A	A	A	A	A	

* Special use permit required if located within 200 feet of *residentially-zoned property* unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)
**Uses listed are in addition to those permitted in the underlying district. No more than 3,000 square feet of *gross floor area* may be devoted to *nonresidential* uses.
***See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use. (Ord. No. 2013-16 § 22)
1. In the RR district, multiple- family dwellings are limited to four per lot .

2. Hours of operation limited to 7 a.m. to 10 p.m.
3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.
4. Not to exceed 1,000 square feet *gross floor area*, sales of alcohol prohibited.
5. Hospital is a permitted use in the Las Soleras Hospital District; requires special use *permit* in the Christus St. Vincent Hospital District.
6. See Section 14-6.2(A)(7) for additional regulations for *principal dwelling units* in the C-2, BIP and SC districts.
7. See Section 14-6.3 for additional *accessory* use regulations; see Section 14-6.4 (Temporary Uses or Structures)
8. In the Las Soleras Hospital District a heliport serving a hospital is a permitted use.
9. See Section 14-7.2(I) for standards for pre-existing mobile home parks and Section 14-6.2(A)(3)(a) for prohibition of new mobile home parks in MHP districts.
10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11)

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Section 2. Subsection 14-6.2(H) of the Land Development Code (being Ord. No. 2016-42, § 2, as amended) is amended to read:

(H) **Agricultural Uses**

(1) Agricultural uses for noncommercial purposes that are *accessory* uses to a permitted *principal* use are permitted in all zoning districts but shall not create a public nuisance, subject to Subsection 10-9 SFCC 1987, Nuisance Abatement Ordinance, and shall meet all other applicable *city* codes.

(2) Agricultural uses for commercial purposes are permitted as set forth in Table 14-6.1-1; however, the following commercial agricultural uses are specifically prohibited:

(a) animal production;

(b) slaughterhouses and slaughtering of livestock; and

(c) any other use prohibited by 5-7.1 SFCC 1987.

(3) Applicability. No agricultural activity shall be conducted, or *farm structure* erected, except in compliance with the provisions of this Subsection 14-6.2(H), and shall not supersede the rights of home owners associations (HOAs) or any existing covenants, conditions and restrictions of HOAs or other neighborhood associations. The provisions of this subsection shall apply to all agricultural activities, whether such activity is a primary use or an accessory use, except for:

(a) Gardens for the personal noncommercial use of residents as accessory uses to *residential* uses.

(b) Community gardens located on city-owned property and regulated by written policies and procedures of the City of Santa Fe.

(c) Community gardens for noncommercial purposes permitted as an accessory use.

(d) The growing of cannabis for personal use, as permitted by the

Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 to -10 NMSA 1978; and the Cannabis Regulation Act, NMSA 1978, Sections 26-2C-1 to -42.

4) Approval Procedures.

(a) Agricultural uses are allowed as an accessory use; with a special use permit; or permitted by right, all as shown in Table 14-6.1-1.

(b) Except as otherwise provided in this Subsection 14-6.2(H), the procedural and other requirements for *home occupations*, special use permits and development plans apply to agricultural uses and *structures*. No commercial cannabis activity, including cannabis production, may be conducted as a *home occupation*.

(c) Agricultural uses and *structures* shall comply with all other applicable provisions of SFCC 1987, including Chapter VII relating to building and housing, and Chapter XII relating to fire prevention and protection.

(d) The governing body may adopt by resolution guidelines for the development and operation of agricultural uses, which shall guide the *land use director* in the administration of this Subsection 14-6.2(H).

(5) Development Standards.

(a) Except as otherwise provided in this Subsection 14-6.2(H), *structures* associated with agricultural uses are subject to the development standards established for the underlying and overlay zoning districts within which the property is located.

(b) Agricultural *home occupations* shall comply with Subsection 14-6.3(D)(2).

(6) *Urban Farm, Ground Level*.

(a) The principal activity to be performed on a *ground level urban farm* shall be the cultivation of agricultural crops.

(b) *Ground level urban farms* are permitted as provided in Table 14-

6.1-1.

(7) *Urban Farm, Roof Level*

(a) The principal activity to be performed on a *roof level urban farm* shall be the cultivation of agricultural crops.

(b) *Roof level urban farms* are permitted as provided in Table 14-6.1-1.

(8) *Aquaculture*, *Aquaponics* and *Hydroponics*.

(a) *Aquaculture*, *aquaponics* and *hydroponics* are permitted as provided in Table 14-6.1-1.

(b) Operations must comply with applicable Federal and State regulations for water use and discharge, and for the possession, propagation, culture, sale and disposition of living marine organisms.

(9) *Farm Stands*.

(a) An urban farm may include a *farm stand*. *Farm stands* located in zoning districts which otherwise prohibit retail sales shall be limited to sales of agricultural products that are grown on the premises, shall not be larger than 48 square feet, and shall be erected only during business operating hours and during the farming season.

(b) Operation of a *farm stand* requires a *home occupation* permit or other type of business license issued by the City of Santa Fe Business Licensing Division.

(10) *Cannabis Producer*

(a) *Cannabis Producers* are permitted as provided in Table 14-6.1-1.

(b) *Cannabis Producers* must comply with applicable State regulations and licensure, in addition to applicable provisions of the SFCC 1987.

([~~10~~]11) Screening and Buffering.

(a) Any composting, loading or disposal areas within or adjacent to a *residential* or *commercial* zoning district shall be screened from view by a wall, fence, berm or vegetative screen, or combination thereof. Any fencing shall be constructed of opaque materials and shall comply with the standards and requirements applicable to fences in the zoning district where the property is located.

(b) Any material or equipment stored outdoors within a *residential* or *commercial* zoning district shall be surrounded by a wall or fence or vegetative screen not less than six (6) feet high, as may be necessary, to screen such material or equipment from view from any public street or public open space.

([~~11~~]12) Maintenance and Operation. Urban farms, and *cannabis producers* shall be used and maintained in such a manner in which at no time shall they constitute a nuisance or hazard to the surrounding neighborhood.

([~~12~~]13) Soil Safety. All urban farms and *cannabis producers* using conditioned soil will be required to comply with the New Mexico Soil and Water Conservation Act, Sections 73-20-25 through 73-20-48 NMSA 1978.

([~~13~~]14) *Composting*.

(a) *Composting* is accessory to an urban farm, *cannabis producer* and shall be used only onsite where any *ground level urban farm*[~~or~~], *roof level urban farm* and *cannabis producer* is permitted. Composting shall occupy no more than ten (10) percent of the *farm area*, and cooked food, raw animal matter, animal waste, and human waste shall not be used in the creation of compost.

(b) *Composting* as a principal use requires approval of a special use permit in *industrial* zoning districts, and is prohibited in other zoning districts.

(c) Maximum Height:

(i) Maximum height of composting structures or bins shall

not exceed the maximum height permitted for fences and walls in the zoning district where the property is located.

(ii) On a *roof level urban farm*, any *composting* must be contained within a fully enclosed inflammable bin that does not have direct contact with flammable materials.

(d) *Setbacks*:

(i) Subject to Subsection 14-6.3(B)(2) Accessory Uses, compost bins, accessory structures and windrows shall comply with the applicable *setback* requirements in all zoned districts.

(ii) Compost bins, structures and windrows located in a required yard or street frontage in all *residential* and *commercial* zoned districts must be screened from street view, and *setback* a minimum of ten (10) feet from the property line.

([~~14~~]15) Water.

(a) Urban farms and *cannabis producers* are allowed to use the following water resources:

(i) Captured rainwater on-site meeting the requirements of the New Mexico State Engineer's Office (OSE) and Subsection 14-8.4(E).

(ii) Passive water harvesting designed to infiltrate water, control runoff and erosion.

(iii) *Gray water* or treated effluent from permitted on-site sources adhering to the requirements of Section 20-7-3 NMAC and Subsection 14-8.4(E)(2) consistent with its adjudicated, licensed, or permitted use.

(iv) Well water from existing on-site wells, provided that such wells are permitted by the OSE for agricultural use, are metered, and tested annually by a laboratory certified by the New Mexico environment department to ensure that the well is

bacteria-free and that the levels of arsenic, fluoride, nitrate, and uranium are compliant with EPA primary drinking water standards (maximum contamination levels, or MCLs), and such lab reports shall be sent to the *land use director*.

(v) Municipal water system.

(vi) Stormwater infiltration where or permitted by the OSE.

(b) Any constructed water catchment systems shall meet all permitting requirements of the City of Santa Fe's planning and land use department.

(c) Water supplied through the municipal water system shall be charged at the rate applicable to the meter size, and shall comply with all applicable requirements of Section 14-8.13 of the land use development code.

(i) Separate meters shall be required for irrigation in *commercial* and *industrial* zoned areas unless the total farm area on the lot is less than five hundred (500) square feet, and meter data denoting monthly and annual water use shall be sent to the *land use director* for monitoring purposes.;

(ii) Water efficient irrigation systems are required to be installed and used when water from the municipal water system is used for irrigation.

(d) Irrigation systems shall comply with Subsection 14-8.4(E)(4), including installation of an approved backflow prevention device.

(e) Watering times shall comply with the outdoor conservation regulations pursuant to Subsection 25-2.7 SFCC 1987.

(f) The use of other water efficient technologies and water management best practices, such as use of ollas or other water-holding materials, are allowed. The *land use director* shall provide all urban farms with city-authored water efficient irrigation guidelines and low-water use landscape literature, such as landscape irrigation design standards.

([~~15~~]16) Abandonment.

(a) If an agricultural use ceases for any reason for three hundred sixty-five (365) consecutive days without the prior written approval of the *land use director*, the use shall be deemed to be abandoned.

(b) Any property used for agricultural purposes pursuant to this section shall be cleared and restored to the state in which it existed prior to commencement of the agricultural use. The property owner shall remove from the property all *farm structures* within ninety (90) days after the date the agricultural use is discontinued. Site clearing shall consist of:

(i) Physical removal of all *farm structures*, farm equipment and machinery; and

(ii) Disposal of all *composting* and agricultural waste in accordance with local and state waste disposal regulations; and

(iii) Stabilization of the site's vegetation as necessary to minimize erosion and invasive species encroachment. The *land use director* may allow the owner to leave landscaping in order to minimize erosion and disruption to vegetation.

(c) If the applicant fails to remove *farm structures*, farm equipment, and farm machinery in accordance with the requirements of this Subsection 14-6.2(H)([~~15~~]16) within ninety (90) days of the date the agricultural use is discontinued, the *land use director* shall proceed with enforcement actions as provided for in Section 14-11.

Section 3. [NEW MATERIAL] A New Subsection 14-6.2(I) of the Land Development Code is ordained to read:

(I) *Cannabis Establishments*

(1) Applicable law. *Cannabis establishments* are subject to applicable sections of the Land Development Code, as set forth in Chapter 14 of the SFCC 1987; other applicable city ordinances, as set forth in the SFCC 1987; and applicable state laws and regulations.

Applicable provisions include, but are not limited to, the Lynn and Erin Compassionate Use Act, Sections 26-2B-1 to -10 NMSA 1978; the Cannabis Regulation Act, Sections 26-2C-1 to -42 NMSA 1978; the Dee Johnson Clean Indoor Air Act, Sections 24-16-1 to -20 NMSA 1978; the Santa Fe Smoke Free Ordinance, Section 10-6 SFCC 1987; the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; and the Business License Ordinance, Section 18-1 SFCC 1987.

(2) Enforcement. A person who fails to adhere to the provisions of Chapter 14 of the SFCC shall be subject to the enforcement provisions set forth in Sections 1.3 and 14-11 SFCC 1987 and all other legal remedies and enforcement actions available under the law.

(3) Permitted Uses. *Cannabis establishments* are permitted only as set forth in Table 14-6.1-1 and this subsection. A *vertically integrated cannabis establishment* or *integrated cannabis* is permitted only if all of the uses encompassed by the license are permitted in the zoning district.

(3) Minimum Distance from Schools. A new *cannabis establishment* is not a permitted use if the new *cannabis establishment* would be located within a three hundred (300) foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

(4) Retail Establishments.

(a) Density limitation. A new *commercial cannabis retailer* is not a permitted use if the new *commercial cannabis retailer* would be located within a ____ hundred (____) foot radius of an existing *commercial cannabis retailer*. The radius shall be measured from the subject property boundaries.

(b) Operating hours. The hours of operation for a *commercial cannabis retailer* are limited to 7:00 a.m. to 12:00 a.m. (midnight).

(5) Odors and Ventilation. All *cannabis establishments* must comply with applicable state and *city* laws and regulations concerning odors and ventilation, including building

and fire codes. Cannabis producers and cannabis manufacturers must use industry standard techniques to minimize odorous, toxic, or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems. Cannabis producers, cannabis manufacturers, and cannabis consumption areas must have an odor control plan approved by the City.

(6) Safety and Security. All *cannabis establishments* must comply with state law and regulations concerning safety and security, in addition to applicable provisions of the SFCC 1987.

*** Editor's Note: the current subsection (I) shall be re-lettered as subsection (J).**

Section 4. Subsection 14-6.3(B)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(B) Permitted Accessory Uses and Structures

(2) RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4, and HZ Districts (Ord. No. 2014-31 § 14)

(a) The following *accessory* uses and *structures* are permitted in the RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4 and HZ districts: (Ord. No. 2013-16 § 31)

(i) *home occupations*, as provided for in Subsection 14-6.3(D)(2);

(ii) noncommercial *greenhouses* and plant nurseries;

(iii) private *garages*;

(iv) *utility sheds*, located within the *rear yard* only;

(v) children's play areas and play equipment;

(vi) private barbeque pits and private swimming pools;

(vii) *accessory dwelling units* as regulated in Subsection 14-6.3(D)(1);

(viii) other uses and *structures* customarily *accessory* and clearly incidental and subordinate to permitted or permissible uses and *structures*; and

(ix) *accessory structures* of a permanent, temporary or portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts, and such other *accessory structures* that exceed thirty (30) inches in height from the average ground elevation.

(b) All *accessory* uses and *structures* allowed under Subsection 14-6.3(B)(2)(a) shall: (Ord. No. 2013-16 § 32)

(i) not involve the conduct of *business* on the *premises*, except *home occupations*;

(ii) be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership; and

(iii) not be likely to attract visitors in larger numbers than would normally be expected in a single-*family residential* neighborhood.

(c) The following activities are prohibited within *residentially zoned districts*:

(i) Storage or parking, either continuous or intermittent, of commercial or industrial vehicles, except for those vehicles that are authorized by a special use *permit* or other permitted *non-residential* use.

A. Commercial or industrial vehicles include:

1. vehicles requiring a commercial driver's license to operate;

2. tour buses or school buses;

3. concrete mixer trucks or concrete pumper trucks;

4. towing vehicles;

5. earthmoving or *grading* equipment;

6. trailers or tractors (except lawn trailers or tractors)

7. motorized construction or agricultural equipment;

8. cranes;

9. roll-off trash containers (except as related to an active construction *permit*); or

10. any other vehicles designed by the manufacturer for *business* purposes.

B. Commercial or industrial vehicles do not include:

1. *recreational vehicles* or trailers related to *recreational vehicles* that are used for personal purposes; or

2. passenger vehicles, pickup trucks or small trailers that may be used for *business* purposes related to a registered *home occupation business*.

(ii) Outdoor storage of construction materials, except in connection with active construction activities on the *premises*;

(iii) Storage of *mobile homes* or commercial shipping containers;

(iv) Vehicles, tents or other *structures* that do not comply with this chapter or other applicable codes, used as dwellings;

(v) Storage of PODS ® or similar style moving/shipping containers for more than thirty (30) days;

(vi) Storage or parking within any portion of a *street yard* other than a driveway of a noncommercial vehicle used for storage of goods, materials or equipment other than those items considered to be a part of the vehicle or essential for its immediate use; [~~and~~]

(vii) Use of any vehicle as a receptacle for the storage of litter or refuse as provide by Subsections 10-1.13 and 10-1.14 SFCC 1987[~~.~~]; and

(viii) Use of any *structure* or conduct of any *business* or *home occupation* for any *cannabis establishment* or *commercial cannabis activity*.

Section 5. Subsection 14-6.3(D)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(D) Standards for Specific Accessory Uses

(2) Home occupations

(a) Purposes

The purposes of the this Subsection 14-6.3(D)(2) are to increase the economic vitality of Santa Fe; provide increased worker independence, self-sufficiency and motivation; decrease traffic congestion through the enhancement of community; increase the safety of the neighborhoods by promoting neighborhood activity; integrate the ideas of working and residing in the same environment; protect the stability and character of the neighborhood; and encourage neighborhood participation in the determination of a successful balance between neighborhood residents and home-based *businesses*.

(b) Standards

Home occupations are permitted on all *property*, including *residential* or *mixed-use residential*/commercial if the standards provided in this paragraph are met.

(c) General Standards

(i) The *home occupation* shall involve the primary sale of goods or services in connection with the *home occupation* , including: 1) goods that are prepared, produced or grown on the *premises* ; 2) services that are developed on the *premises* and provided on or off the *premises* ; 3) the sale of goods that are not produced on the *premises* and that are only distributed off the *premises* ; or 4) repair services that take place solely within the home.

(ii) The *home occupation* shall be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership.

(iii) The *home occupation* shall be conducted by the *business* owner who resides continuously for a substantial period of time at the *premises* in which the *home occupation* is conducted. Continuous residence is determined by the land use director by review of relevant factors. The address listed on a driver's license, voter registration or tax return may not be sufficient to establish continuous residence.

(iv) Not more than two persons, other than members of the *family* who reside on the *premises*, shall be regularly engaged in the *home occupation*.

(v) Except for on-street parking, as set forth in this section, a *home occupation* shall be completely contained within the *property* lines of the lot on which the *home occupation* is located. A *home occupation* shall be in compliance with the performance standards set forth in Section 10-4 SFCC (General Environmental Standards); not produce any offensive noise, vibration, smoke, dust, odors, heat, gas, glare or electrical interference; or otherwise create a risk to health, safety or *property* of residents and occupants of adjacent and neighboring *properties* . The storage of firearms, ammunition, fireworks or similar explosives for sale or service is prohibited. Mechanical or electrical equipment that is incidental to the *home occupation* may be used if it does not create visible or audible interference in radio, computer or television receivers or cause fluctuation in voltage of the premises or neighboring premises.

Depending upon the nature of the *home occupation* , the land use director may require proof of compliance with these restrictions prior to issuance of a *business* registration.

(vi) *Employees* , customers, clients or deliveries shall not enter the *premises* between the hours of 7:00 p.m. and 8:00 a.m. weekdays and 7:00 p.m. and 10:00 a.m. weekends. Depending on the nature of the *home occupation* , the *land use director* may reduce the hours of operation. Deliveries are limited to vehicles that do not exceed eleven (11) feet in height and twenty (20) feet in length.

(vii) No *cannabis establishment* or *commercial cannabis activity* may be conducted as a *home occupation*.

(d) Structural Standards

(i) Not more than twenty-five percent of the *gross floor area* of the *dwelling unit* , including *accessory buildings* , shall be used to conduct a *home occupation* . In determining the *gross floor area* of an *accessory dwelling unit* , no more than one thousand (1,000) square feet shall be used.

(ii) Nothing incidental to the conduct of a *home occupation* shall be constructed, installed, placed, parked or stored on a residentially zoned *lot* on which a *home occupation* is being conducted if it is visible from any adjacent or neighboring *property* and if it is not in keeping with the *residential* character of the neighborhoods surrounding the *lot* , except for *signs* and parking set forth in item (iii) below. A person who conducts a *home occupation* and applies for a construction *permit* shall demonstrate to the *land use director* that the proposed construction does not violate any section of this Subsection 14-6.3(D)(2).

(iii) No more than one *sign* is permitted, and the area of the *sign* shall not exceed one square foot.

(e) Parking Standards

(i) Depending on the nature of the *home occupation*, the following parking spaces shall be provided on the *lot* : 1) if there are no *employees* who reside off the *premises* and customers or clients do not come to the *premises*, only parking for the *dwelling unit* is required; 2) if there are no *employees* who reside off the premises and customers or clients come to the *premises* , at least one parking space shall be provided on the lot for every four hundred (400) square feet of the *gross floor area* of the *premises* used for the *home occupation*, in addition to that required for the *dwelling unit*; 3) if there are any *employees* who reside off the *premises* and customers or clients do not come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working, in addition to that required for the *dwelling unit*; 4) if there are *employees* who reside off the *premises* and customers or clients come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working and at least one parking space shall be provided on the *lot* for every four hundred (400) square feet of the *gross floor area* of such *premises* used for the *home occupation* in addition to that required for the *dwelling unit*;

(ii) No more than one vehicle relating to a *home occupation* may be parked at any one time on the *streets* adjacent or proximate to the *lot* on which the *home occupation* is being conducted; however, in light of the character of the surrounding neighborhood, the *land use director* may prohibit any vehicles used in connection with a *home occupation* from parking on the *street*. This item regulates parked vehicles not associated with the *residential* use of the *dwelling unit*.

(f) Other Requirements; Inspections

(i) The *home occupation* shall comply with all other applicable codes, including without limitation the currently adopted fire and building codes, the federal American disabilities act and the *city's* wastewater requirements. Depending on the

location of the *home occupation*, private covenants enforceable by those governed by the covenants may apply.

(ii) Inspections by the *city* are required prior to issuance of the *business* registration for the *home occupation* only for those *home occupations* in which the following occur: 1) *employees* reside off the *premises* come to the *premises*; 2) customers or clients come to the *premises*; or 3) goods for sale are prepared, produced, grown or stored on the *premises*. The *city* reserves the right to inspect all *home occupations* for code compliance at such times as the *city* receives a complaint or has reason to believe the *city's* codes may be violated.

(g) Notice; Registration; Violations; Complaints; Variances; Appeals

(i) A person proposing to conduct a *home occupation* that will have more than one *employee* who will reside off the *premises* or that will have customers or clients coming to the *premises*, shall as part of the *application* be required to give notice, by first class mail with mailing certificate, of the *home occupation application* to all residents and *property owners* within one hundred fifty (150) feet of the *premises* and nearby neighborhood associations. The notice shall include the nature of the *home occupation*, the number of *employees*, whether customers or clients will be involved, the willingness of the *applicant* to meet with the neighboring residents and *property owners* and that the neighboring resident and *property* owner may review the *application* at the *city* offices. The neighboring residents and *property owners* have fifteen days from the date the notice was mailed to review the *application*. The *land use director* shall collect and evaluate this public comment that shall be used in determining whether the *home occupation* shall be approved and what restrictions, if any, shall be placed on it.

(ii) Each person who engages in a *home occupation* shall register the *home occupation* with the *city* on forms designated by the *city*, shall provide such information as required by the forms to verify compliance with the regulations, and shall renew such registration each year.

(iii) A person shall not conduct a *home occupation* in violation of this section. In addition to any other remedies available, the *city* may revoke the *business* registration for the *home occupation* or the *certificate of occupancy* for any *building* in which a *home occupation* is being conducted in violation of this section. A person who fails to comply with the provisions of this section is subject to a penalty as provided in Article 14-11.

(iv) A *person* who is aggrieved by an approved *home occupation business* may file a complaint with the *city*. Within thirty calendar days of the *city's* receipt of the complaint, the *city* shall investigate the complaint and issue a written decision as to whether the *home occupation* against which the complaint was filed violates or complies with this section. If a violation is found, the *land use director* shall determine the actions that have been or should be taken to address the violation. Complaints shall be kept on file and be open to the public. When investigating complaints, the *land use director* shall review the file for prior complaints.

Section 5. Section 14-12.1 of the Land Development Code (being Ord. No. 2011-37, § 15, as amended) is amended to add the following definitions:

CANNABIS CANOPY AREA

The surface area utilized to produce mature plants calculated in square feet and measured using the outside boundaries of any area that includes mature marijuana plants including all of the space within the boundaries. Square footage of canopy space is measured horizontally starting from the outermost point of the furthest mature flowering plant in a designated growing space and

continuing around the outside of all mature flowering plants located within the designated growing space.

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, or an integrated cannabis producer.

CANNABIS MANUFACUTURING, LIGHT

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using nonvolatile solvents, alcohol, or carbon dioxide, or no solvents.

CANNABIS MANUFACTURING, HEAVY

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents or other methods that fall outside the scope of light cannabis manufacturing.

CANNABIS PRODUCER, LARGE

A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the producer may not possess more than ten thousand (10,000) total mature cannabis plants at any one time.

CANNABIS PRODUCER, MEDIUM

A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the producer may not possess more than three thousand (3000) total mature cannabis plants at any one time.

CANNABIS PRODUCT

A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses.

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested.

COMMERCIAL CANNABIS ACTIVITY

Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT

A business conducted by a person that is authorized to act as all or any combination of the following: a cannabis courier, a cannabis manufacturer, a cannabis producer or a cannabis retailer.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Cannabis Zoning

City of Santa Fe New Mexico
Memorandum

Date: August 13, 2021, for the August 19, 2021 Meeting of the Planning Commission

To: Planning Commission

From: The Policy Subcommittee of the Planning Commission

CC: Jason Kluck, Interim Planning and Land Use Department Director
Noah Berke, Current Planning Division Manager

RE: Policy Subcommittee Cannabis Recommendations

ITEM & ISSUE:

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority. This memorandum sets forth the Policy Subcommittee's preliminary recommendations for cannabis land use regulations. The Policy Subcommittee requests input from the full Planning Commission on these recommendations. Following input from the Planning Commission, the Policy Subcommittee will work with Staff to incorporate the recommendations into draft amendments to the Land Development Code, as set forth in Chapter 14 of the Santa Fe City Code. The resulting legislation will require review at public hearings before the Planning Commission and Governing Body before adoption.

The State has clearly outlined that local jurisdictions cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Local jurisdictions can adopt rules that reasonably limit conditions like density of cannabis establishments and operating times.

The Policy Subcommittee has conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021. Subcommittee members have also worked to research the legislative limitations, best practices, and experiences of other places, and have appreciated the assistance of staff in this research. The Subcommittee's primary focus has been to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.

During this process, the Policy Subcommittee has expressed concern that the City's desired timeline assigned to the promulgation of the policy related to the cannabis legislation has impeded the Subcommittee's completion of a thorough and effective set of recommendations. The Subcommittee notes the complexity of this industry and its impacts (both positive and negative) on the community need further examination. It would be beneficial to seek more community feedback prior to making any final recommendations.

Although the Policy Subcommittee has submitted a limited series of general recommendations, it is the intent of the Subcommittee to continue working on producing more impactful and substantive recommendations to address several gaps and "unknowns" in the current recommendation submission. Regulatory requirements for cannabis consumption areas have not been addressed in this work because of additional time available before that licensing is implemented and because of time pressures to complete the regulations for the other uses. The Subcommittee recommends that cannabis consumption areas be an immediate priority after the current ordinance is adopted, so that thoughtful and complete work can be done before that licensing begins. The Subcommittee intends to address consumption in a separate set of recommendations (estimated start date mid-to-late September). The Policy Subcommittee recognizes that additional recommendations and legislation will likely be required in the future to address unresolved issues and make any desired adjustments to the City's regulatory framework.

UPDATE:
The Policy Subcommittee met on August 12, 2021 to work on definitions, density, and permitted uses. The Policy Subcommittee recommends the following:

- Regarding density for retail: 400 feet to replace 100 to 600 feet.

- Regarding production: micro and all other facilities fall under the subcategories Extra Small, Small, Medium, and Large. It is important that the state's definition of Micro-business remain in the drafted legislation under definitions and a statement be included before subcategory definitions (XS, S, M, L) and the zoning table. "Micro-business and all other production facilities shall fall under the subcategories, Extra Small, Small, Medium, and Large as defined based on indoor/outdoor canopy size."

RECOMMENDATIONS:

The Policy Subcommittee proposes the following recommendations in response to the questions posed by Staff.

- Should the density of cannabis establishments be limited, in all or part of the City?

  Yes. The Policy Subcommittee recommends the adoption of a minimum distance between commercial retail establishments, as measured from the property lines of a parcel, to avoid the potential negative consequences that might result from concentrating retail establishments, and recommends a uniform minimum distance across the city to promote equitable requirements in all areas of town and ease of enforcement. Staff has provided maps that illustrate buffer zones of various sizes, ranging from 100 feet to 600 feet. The Policy Subcommittee anticipates making a recommendation for a buffer of between 300 and 600 feet, following input from the public and the full Planning Commission. The Policy Subcommittee is also exploring whether density limitations might be appropriate for other types of cannabis establishments, including production (growing) and manufacturing establishments.

  The Policy Subcommittee recommends that density be uniform throughout the entire city, meaning that no district shall be at a higher or lesser density than any other district. Consistency in regards to density is a critical part of the intent of the New Mexico state law to ensuring equity.

- Should the City adopt operating times for cannabis establishments?

  Yes. The Policy Subcommittee recommends limiting commercial retail establishments to operating hours of 7 AM – 12 AM (midnight). This would be consistent with what Santa Fe County has adopted.

- Should cannabis uses be located a minimum distance from schools, daycare centers, religious institutions, and/or residential neighborhoods?

  Yes. Cannabis establishments should be located no closer than 300 feet from a school or daycare center. The Policy Subcommittee does not recommend a minimum distance from religious institutions or residentially zoned districts. The Policy Subcommittee notes that existing provisions in Chapter 14 require up to an 8 foot wall and a 15 foot landscape buffer between commercial uses and residentially zoned districts, which appear sufficient to address potential residential concerns about noise and odor. To further protect residential neighborhoods, the Policy Subcommittee also recommends prohibiting home occupations that involve commercial cannabis activities, which would be consistent with what Santa Fe County has adopted.

- Should a special use permit be required to operate a cannabis establishment in certain areas?

  Yes. At a minimum, the Policy Subcommittee recommends that a Special Use Permit should be required for all outdoor commercial growing operations; all large growing operations

(22,000 sq. ft. of canopy or more); and all growing operations in C-2 and BIP districts.

- Should the City adopt regulations to allow recreational cannabis consumption areas?

  Yes, but not as part of the initial legislation currently under way. The Policy Subcommittee recommends that consumption areas should be prohibited until the City has had an opportunity to conduct further study and obtain additional input from the community and stakeholders. The State of New Mexico has not drafted regulations for consumption areas and therefore the Policy Subcommittee is not in a position to offer guidance until such regulations are promulgated at the State level. The Policy Subcommittee anticipates that additional legislation on this topic will be drafted and proposed in the near future.

- Should the Table of Permitted Uses be revised to clarify or amend the zoning districts in which the various types of cannabis establishments may be located? E.g., should certain zoning districts be reserved for uses other than cannabis establishments to prevent unintended consequences, such as a proliferation of cannabis establishments that could drive other businesses out or cause rent and property prices to go up?

  Yes. For clarity, the Policy Subcommittee recommends that various types of cannabis establishments should be added to the Table of Permitted Uses. The Policy Subcommittee recommends basing the permitted zoning districts on the existing categories, with the following recommended changes:

  Retail cannabis should be allowed in zones where other retail is allowed, subject to the density and proximity to school/daycare limitations described above. Permitted districts include the C-2, BCD, industrial districts, shopping center districts, and mixed use districts.

  Cannabis manufacturing uses should be divided into two categories. Methods of manufacturing that involve volatile solvents pose a greater risk to public safety should be restricted to industrial zoning districts. Research and testing laboratories that use volatile solvents should likewise be treated as heavy manufacturing. Methods of manufacturing that pose a lower risk to public safety should be allowed in the zoning districts that currently allow laboratory, light manufacturing, and assembly uses, which includes the C-2, BCD, and industrial zoning districts.

  Regarding cannabis production (growing), the Policy Subcommittee notes that facility size appears to be critical to managing this industry in other cities and states, and that other jurisdictions have regulated facility size based on a calculation of the total area of the canopy of mature plants present at the facility at any one time. The Policy Subcommittee recommends ongoing study of this issue and intends to retain this as a policy priority in the near future. At this time, the Policy Subcommittee recommends creating four different sub categories that all producers, including Micro-businesses, will fall under and requiring special use permits for most growing operations, as follows:

  ~~**Regarding cannabis production (growing), the Policy Subcommittee notes that facility size appears to be critical to managing this industry in other cities and states, and that other jurisdictions have regulated facility size based on a calculation of the total area of the canopy**~~

~~of mature plants present at the facility at any one time. The Policy Subcommittee recommends ongoing study of this issue and intends to retain this as a policy priority in the near future. At this time, the Policy Subcommittee recommends creating five different categories of producers and requiring special use permits for most growing operations~~, as follows:

~~Cannabis Producer Microbusiness (up to 200 mature plants)~~
- ~~Permitted indoors: I-1, I-2~~
- ~~Permitted indoors or outdoors with Special Use Permit: C-4, BIP~~

Cannabis Producer, Extra Small (up to 2500 sq. ft. canopy)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Small (2,500-10,000 sq. ft. canopy)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Medium (10,000-22,000 sq. ft. canopy indoors or up to 1 acre outdoors)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Large (over 22,000 sq. ft. canopy)
- **Permitted indoors or outdoors with Special Use Permit: I-1, I-2.**

Finally, House Bill 2 creates a type of establishment called a "vertically integrated cannabis establishment" that allows a person licensed by the State to act as all or any combination of the following: a cannabis courier, a cannabis manufacturer, a cannabis producer, or a cannabis retailer. The Policy Subcommittee recommends that a licensee seeking to run one a vertically integrated cannabis establishments must be located in a zoning district that allows all of the contemplated uses.

- Are Chapter 14 amendments needed to address issues related to safety and security, or odors and ventilation?

Regarding safety and security, House Bill 2 requires the Cannabis Control Division of the New Mexico Regulation and Licensing Department to adopt regulations to address security requirements, and comprehensive draft regulations have been published for comment. The Policy Subcommittee intends to review the regulations when they have been promulgated and made available to the public to ensure they are appropriate for the City of Santa Fe. The Policy Subcommittee intends to propose additional legislation if any gaps are identified.

Regarding odor and ventilation, the Policy Subcommittee notes that existing building and fire codes and the City's nuisance ordinance likely address most of the concerns about preventing nuisance odors and ensuring safe, well-ventilated operations. The Policy Subcommittee recommends adding some general language to Chapter 14 to further address these issues, based on provisions that have been adopted by the City of Albuquerque and the County of Santa Fe. The City of Albuquerque requires cannabis establishments to have

an odor control plan approved by the City. The County of Santa Fe requires certain cannabis producers and manufacturers to use industry standards to minimize odorous, toxic, or noxious matter.

- What should the process be for conducting stakeholder outreach and community conversations, prior to the adoption of new land use regulations for cannabis?

  The Policy Subcommittee understands that the Governing Body solicited public input on cannabis at the Governing Body meeting held August 2, 2021. Public input is invited at the Planning Commission meeting scheduled for August 5, and notice of this opportunity has been posted on the City's Facebook page. In addition, public hearings are legally required as part of the approval of any legislative language. The Policy Subcommittee recommends that the City continue to issue media releases to alert the public to additional opportunities to provide input at upcoming Planning Commission and Governing Body meetings. Additional public input will also be sought for the regulations for cannabis consumption areas.

  The Policy Subcommittee regrets that there is not more time available for more stakeholder outreach outside of public meetings and recommends that this be improved as part of the Subcommittee's process for all future work.

- Should the definitions in Chapter 14 be amended to include new definitions for various types of cannabis establishments?

  Yes. The definitions should be consistent with State and County definitions, as customized to describe various types of land uses.

APPENDIX:
PROPOSED NEW DEFINITIONS FOR § 14-12.1 (WORKING DRAFT)

CANNABIS CANOPY AREA

~~The measurement in square feet of the boundaries of all area(s) that will contain mature cannabis plants. If plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.~~ The surface area utilized to produce mature plants calculated in square feet and measured using the outside boundaries of any area that includes mature marijuana plants including all of the space within the boundaries. Square footage of canopy space is measured horizontally starting from the outermost point of the furthest mature flowering plant in a designated growing space and continuing around the outside of all mature flowering plants located within the designated growing space.

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a

cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACUTURING, LIGHT
A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

CANNABIS MANUFACTURING, HEAVY
A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

CANNABIS PRODUCER, EXTRA SMALL
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for an extra small cannabis producer may not exceed twenty-five hundred (2,500) square feet at any one time.

CANNABIS PRODUCER, LARGE
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. The cannabis canopy area for a large cannabis producer may exceed twenty-two thousand (22,000) square feet.

CANNABIS PRODUCER, MEDIUM
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a medium cannabis producer may not exceed twenty-two thousand (22,000) square feet at any one time, or one (1) acre, if growing will occur outdoors.

CANNABIS PRODUCER, SMALL
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a small cannabis producer may not exceed five thousand (5,000) square feet at any one time.

CANNABIS PRODUCER MICROBUSINESS
A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

CANNABIS PRODUCT
A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY
A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as “cannabis manufacturing, heavy.”

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

COMMERCIAL CANNABIS ACTIVITY
Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER
A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

INTEGRATED CANNABIS MICROBUSINESS
A small business conducted by a person that is authorized to act as all or any combination of the following: a cannabis courier, a cannabis producer at a single location (and possessing no more than two hundred (200) total mature cannabis plants at any one time), a cannabis manufacturer at a singled location, or a cannabis retailer at a single location selling only products that they have manufactured.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT
A business conducted by a person that is authorized to act as all or any combination of the following: a cannabis courier, a cannabis manufacturer, a cannabis producer or a cannabis retailer.

FIR No. 10332

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **Cannabis Zoning**

Sponsor(s): N/A

Reviewing Department(s): Community Development/Planning and Land Use, Finance

Staff Completing FIR: Jason Kluck, Bradley Fluetsch, CFA Date: 8/11/2021 Phone: 231-8753

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:
This Bill amends the Land Development Code by adding a new specific use category of Commercial Cannabis Establishments in the Santa Fe City Code ("SFCC" 14-6.1-1 (Table of Permitted Uses). The Bill further clarifies what zoning districts various types of Commercial Cannabis Establishments are permitted in, as well as adopts minimum distances between cannabis retail establishments and schools or daycares. The Bill includes proposed changes to Subsection 14-6.2(H) (agricultural uses), 14-6.3(D)(2) (home occupations), 14-12.1 (definitions), and adds a new subsection 14-6.2(I) to adopt use-specific standards for cannabis establishments including density limitations, and operating times. The goal of the Bill is to promote the cannabis economy while protecting public health, safety, and the general welfare of the City of Santa Fe.

Departments Affected:
Community Development – Planning and Land Use, City Attorney

Consequences of Not Enacting Legislation:
Current zoning regulations do not adequately address the needs and complexities of this new use and emerging industry. Without legislation allowing implementation of land development regulations that guide and support the commercial cannabis industry, a negative impact may result regarding issues such as lost or delayed economic opportunity, impeded facilitation and clarity of needed local approvals and lack of appropriate local control of time, place and manner criteria.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation is necessary due to the State's legalization of recreational cannabis during the 2021 Special Legislative Session.

Performance and Administrative Implications:
Once the Bill has been adopted, there will be more new businesses starting than usual and there will be an increased work load on staff and that is anticipated to subside after the initial wave of permit applications has been filed.

Fiscal Implications:
The fiscal implication is negligible and would be consistent with adding any new business to our community, in this case it is an entire industry being added and it will bring a number of new businesses in a short time frame. Sale of recreational cannabis would be legal without this Bill, which is intended to define various limitations on the location and density of Commercial Cannabis Establishments.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

There is no expense narrative, this is normal course business that would be done for any new business.

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:

There is no expected revenue.

Cannabis Legalization: Local Revenue Options for the City of Santa Fe

Prepared by Drug Policy Alliance

April 2021

We are the Drug Policy Alliance.

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Introduction

The City of Santa Fe's Community Services Division commissioned a report from the Drug Policy Alliance to assess City of Santa Fe key staff and residents' opinions on cannabis legalization and recommendations on how to allocate revenue from local excise taxes given that the State of New Mexico passed a law to tax and regulate cannabis for adult use in 2021. DPA also researched other local jurisdictions' experiences in other states that have legalized including revenue distribution plans and changes in local ordinances. These findings along with a suggested roadmap for next steps are included within.

Methodology

This report provides an analysis of:

- **A poll conducted between January 16-19, 2021 with 397 City voters, with a margin of error of plus or minus 5% at a 95% confidence level (Appendix A)**
- **Interviews with fifteen City staff (Appendix B)**
- **Findings from the City of Santa Fe's Municipal Drug Strategy Task Force, including findings from 231 interview with city residents. (Appendix C)**
- **Experiences of other local jurisdictions in states post-legalization**

The purpose of this analysis is to offer City of Santa Fe leadership a summary of findings to inform their policy decisions.

"Our reliance on GRT means we are just waiting for the next catastrophe. We need to diversify our economy and have the opportunity to lift everyone up. Legalization would be a new sector of the economy."
—Senior Staff

Analysis

Summary of interviews with staff and residents

A poll was conducted by Change Research between January 16-19, 2021 with 397 City voters, with a margin of error of plus or minus 5% at a 95% confidence level. The poll's primary purpose was to explore public opinion about the use of cannabis funds. Like in most surveys, the poll began with general questions about the quality of life in Santa Fe and top issues in the City. The poll ended with demographic and media questions, as is typical of most surveys.

Cannabis legalization by the State of New Mexico is welcomed by City of Santa Fe residents and City staff alike. Legalization is exceedingly popular among City residents and across all four City Council Districts. Two-thirds of the city staff interviewed indicated that the City of Santa Fe should support legalization; eighty-four percent (84%) of regular Santa Fe municipal voters support legalization.

Benefits to the City would be numerous, leading with new revenue for the City. Importantly, legalization could diversify the City's economy to reduce its reliance on gross receipts tax and create new economic growth from retail, manufacturing, supply chain, and tourism. For Santa Fe's residents, and particularly its young people, cannabis legalization creates new and exciting opportunities for entrepreneurs and residents in the new cannabis industry, particularly in disproportionately impacted communities, assisted by institutions of higher learning, which can provide new job training programs as Northern New Mexico College has recently announced for its El Rito campus.

City residents and staff have identified common needs for cannabis revenue. Combining the views of residents from the survey and staff interviews, key needs include:

- Economic Development: Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus (27% of Santa Fe voters support)
- Housing: Making housing in the city more affordable and accessible for everyone (25% of Santa Fe voters support)
- Community Services: Substance use disorder treatment and mental health services; youth programming; alternative public safety response models (41% of Santa Fe voters support)
- General Fund: Providing a portion of new revenue to the General Fund to provide flexibility as needs arise (24% of Santa Fe voters support)*

** Survey respondents were able to choose more than one category*

Quotes from interviews

"Expanding city services, recreation and afterschool programs to be free and readily accessible to every person in the city." – City Staffer

"They should be earmarked for certain programs. Significant for housing needs, particularly wet housing, for prevention of loss of housing/case management (who may have behavioral health needs), rental vouchers—could be general for any populations who have been impacted, earmark some for youth programming—resilience building, educational programs, making this a high-quality place for people to be, a lot of investment in youth programming, would love to bolster quality and accessibility of city youth programs. Alternative public safety response, case managers. Should be about building the strengths of the community dealing with poverty and imbalance in health outcomes. – City Staffer

"Should go into the general fund, which would allow each council to determine what the city's priorities are, especially as industry grows or contracts." – City Staffer

"Could set a policy that says from general fund these dollars go to certain programs, could use for housing and economic development to nurture entrepreneurs who have never been entrepreneurs before, would benefit our communities."

"I think all of those racial equity proposals should be considered. As a person of color, I know that my race and people of color have been singled out....." – City Staffer

"Legalization would provide critical funding for the City. But we have to use the revenue in a way that reflects what the community wants." – City Staffer

Lastly, residents and staff alike appreciated the opportunity that legalization provides to address disproportionate impacts on people of color. From the polling, popular provisions included removing prior convictions for cannabis possession, and allowing those with prior convictions to work in the cannabis industry.

Summary of Santa Fe's Municipal Drug Strategy Task Force Recommendations

In 2017, the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety."

The Task Force met for two years and in 2020 presented the findings and recommendations to the City Council and Mayor.

The recommendations, rooted in feedback from 231 interviews of Santa Fe residents and offered in the Task Force's report *The Santa Fe Plan* (Appendix C), align with the opinions of city voters and city leadership staff on both urging the City to support the legalization and directing tax revenue to support community services.

MDS Recommendation: *Advocate at a state level for cannabis legalization as a way to increase the local tax base and direct funds to treatment, harm reduction, prevention and education. Local excise taxes on adult use cannabis should be used for local social services and support.*

Specific MDS funding recommendations include:

- community-based housing advocacy services to assist with passing policy addressing accessibility and protections from displacement.
- short and long-term affordable and subsidized housing programs and support services that prioritize low-income Santa Feans, people experiencing homelessness or who are precariously housed and who are in danger of being homeless, individuals in recovery, treatment and who are currently using, as well as their families.
- research-driven, culturally, linguistically, and age-appropriate community education.
- coordinated and geographically targeted youth engagement and programming with local stakeholders such as school, community organizations, recreational programs, business associations, etc.
- safe needle disposal public education campaign that may include printed materials, PSA's and a page on the City's website on what to do with found needles, locations of disposal sites, referrals to syringe service programs, and other resources.
- community re-entry programs and services (an example could be to help fund a city/county re-integration center) specifically designed for formerly incarcerated individuals and their families.
- naloxone distribution in non-traditional settings such as grocery stores, and other highly visible public places.
- medical detoxification services located within the City and ensure that it is recognized as part of the continuum of care.
- low threshold, harm reduction focused, drug and alcohol treatment on demand, including mobile treatment.
- innovative approaches to emergency response by SFPD and SFFD staff.

Sample of City Revenue Distribution Post-legalization

Seventeen states and the District of Columbia have legalized cannabis and local jurisdictions in those states have made decision in regards to cannabis revenue distribution. Below is a sample of cities in five legal states (OR, CA, CO, MA, and NJ).

City of Portland

"In November 2016, Portland voters approved a ballot measure authorizing the City to collect a 3% local cannabis tax. The ballot measure specified three areas for which the tax revenue could be used:

- Drug and alcohol education and treatment programs
- Public safety investments to reduce impacts of drug and alcohol abuse
- Support for neighborhood small businesses, especially women-owned and minority-owned businesses[1]"

The revenue was used as follows, reflecting three fiscal years, beginning in 2017 and ending in 2020:

Bureau of Transportation	$5,363,239
Police Bureau	$5,286,891
Office of Community and Civic Life (Cannabis Social Equity Grant)	$1,740,000
Prosper Portland (Inclusive Entrepreneurship Program)	$1,097,126
Housing (only FY 2019-2020)	$600,000

Municipalities in the State of California

"The organizations *Youth Forward* and *Getting It Right From the Start* co-produced a report on 28 Californian cities that legalized recreational marijuana sales since 2016. [...]

It found that in three years, 23 of the 28 cities increased their police budgets by at least 10 percent, as of the 2019-2020 fiscal year. Eight cities saw an increase of at least 25 percent.

The report highlights the example of Greenfield, a small but fast-growing city in Monterey County. Before legalization, Greenfield spent $2.3 million on its police department of about 16 full-time employees. Its police budget has since grown 56 percent to $3.6 million, and the department has more than doubled its workforce, to about 34 full-time employees. [...]

San Diego prioritizes its cannabis tax money for "proactively cracking down on illegal operators." Its neighbor, Los Angeles, spends millions each year on "investigating and enforcing laws relative to illegal cannabis businesses."

An equity initiative to support Black and Brown cannabis businesses in San Diego has stalled because the mayor "prefers cannabis tax money to go to the police.[2]"

City of Denver

"Since January 2014, Denver has collected approximately $294.5 million in marijuana tax revenue, according to the Denver Department of Excise and Licenses, which monitors marijuana taxes and license fees, as well as how that revenue is eventually spent by the city."

2017

Education	$3.6M
Enforcement	$2.6M
Regulation	$2.4M
Affordable Housing	$1.5M

1 "FY 2020-21 Recreational Cannabis Sales Tax." Jessica Kinard, Director, City Budget Office. https://www.portlandoregon.gov/cbo/article/754882.

2 "Californian Cannabis Tax Revenues Are Used to Boost Police Budgets." Alexander Lekhtman. July 23, 2020. Filter Magazine. https://filtermag.org/californian-cannabis-tax-revenues-are-used-to-boost-police-budgets/.

2018

Education	$3.7M
Enforcement	$2.8M
Regulation	$2.4M
Affordable Housing	$1.9M
Improvement to City and Facilities	$10.0M

2019

Education	$3.6M
Enforcement	$2.6M
Regulation	$2.6M
Affordable Housing*	$11.2M
Improvement to City and Facilities	$9M
Opioid Intervention	$3.1M
General fund	<$15,000

* *"Affordable housing's funding bump from 2018 to 2019 came from a 2 percent special marijuana sales tax the city approved in 2018."*

[...]

"The Denver City Attorney's Office required more marijuana money from law enforcement funding ($1.36 million) in 2019 than the Denver Police Department ($1.1 million), while the Denver Office of Children's Affairs, which is in charge of running after-school and summer programs, gained almost $1.6 million from educational funding.[3]"

Pittsfield, Massachusetts

"Marijuana revenue is divided among various savings accounts and the general fund, with 50% going to city stabilization funds, 25% going to a public works stabilization fund and 25% going to general municipal operations.[4]"

Jersey City

"Jersey City Council members James Solomon and Rolando Lavarro have said they want tax revenue from recreational marijuana sales to be funneled to the public schools, which are facing an estimated $300 million budget shortfall. It's an idea the mayor said he supports, and Saturday he tweeted that revenue from medicinal sales should go to the city's Affordable Housing Trust Fund.[5]"

Rochester, NY

"Mayor Lovely Warren is exploring the idea of using revenue from the legalization of recreational marijuana in New York to bridge the equity gap for people of color. Warren says the best way to accomplish this is through the 'payment of reparations' by creating a **Universal Basic Income program** or through a home ownership program.[6]"

A best practice allocation has not emerged as local revenue allocations differ by jurisdiction and range from strictly allocating to the general fund, substance use and mental health treatment, education and policing. However, in recent years, as cannabis legalization has been intently rooted in social justice and equity and as local communities have struggled with police violence and brutality, there is movement away from funding local policing and more emphasis on funding social equity programs to ensure diversity in the new cannabis industry as well as reinvesting funding back into communities most harmed by prohibition. Ideas emerging from New York State to fund universal basic income for people of color and budgeting through a race and social equity lens as Denver is committed to are good examples and should serve as models for the City of Santa Fe to examine.

3 "Here's How Denver Spends Marijuana Revenue." Thomas Mitchell. July 24, 2020. Westword. https://www.westword.com/marijuana/heres-how-denver-spends-marijuana-tax-revenue-11753802

4 "Two years in, pot biz adding up for municipalities." Meg McIntyre. December 7, 2020. The Daily Hampshire Gazette. https://www.gazettenet.com/municipalities-and-pot-37656819.

5 "With dispensaries in the pipeline, Jersey City eyes 2% tax on medical marijuana sales." Teri West. January 10, 2021. The Jersey Journal. https://www.nj.com/hudson/2021/01/with-dispensaries-in-the-pipeline-jersey-city-eyes-2-tax-on-medical-marijuana-sales.html

6 "Mayor proposes using NY cannabis revenue for reparations." Tanner Jubenville. March 25th, 2021. WHAM. https://13wham.com/news/local/mayor-proposes-using-pot-revenue-for-reparations



MARIJUANA EQUITY AND SOCIAL JUSTICE EQUITY THROUGH MARIJUANA TAX REVENUE

From the 2020 report: "The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management." (Appendix D)

"All our work in Denver is done through a race and social justice lens, and the budgeting of cannabis tax dollars is no different. The Office of Marijuana Policy has made it a priority to ensure the equitable distribution of marijuana revenue, and from 2014 to 2019 we were able to:

- *Dedicate a portion of marijuana taxes that helped Denver double the affordable housing fund from $15 million to $30 million to build more than 6,000 units, which supports housing for many people including those who have been economically disadvantaged due to the failed war on drugs.*
- *$9.3 million of the funds dedicated to affordable housing in 2019 are from Denver's special recreational marijuana tax.*
- *The City has dedicated more than $10 million from Denver's special sales tax on recreational marijuana to fund free after-school and summer programs for youth, with a focus on underserved communities. This education funding also includes support for diversion programs, with a focus on high-need areas in Denver.*
- *Marijuana tax dollars are helping to upgrade parks and recreation centers in Denver, including the opening of Denver's first truly urban style recreation center called the Carla Madison Recreation Center in 2018. Funding for this recreation center included $3.2 million from marijuana tax proceeds.*

Other than committing marijuana tax dollars, through our multipronged approach to cannabis equity, we intend to:

- *Decrease barriers to entry in the industry by exploring financial, technical, and business support.*
- *Create a workforce development tool for those interested in beginning a career in the marijuana industry that would allow for training and professional development.*
- *Promote criminal justice restitution through our Turn Over a New Leaf program.[7]"*

7 "The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management." City of Denver. 2020. https://www.denvergov.org/files/assets/public/marijuana-info/documents/oel_marijuanareport_2020_c2.pdf

Lessons Learned About Local Cannabis Revenue Allocation and Management

- **Transparency & Reporting Matters – Local jurisdictions should track where the revenue is going and publicly report use of cannabis tax revenues.**

- **Involve community members, cannabis businesses, and others affected by past city cannabis policies in the overall budget decisions.**

"Four years after the legalization of the adult-use market, City Council continues to vote on the Recreational Cannabis Tax Fund allocations as part of the overall city budget, with insufficient community and stakeholder involvement in program and policy development and decision-making.[8]"

- **Make all cannabis-related policy recommendations through a total equity-building lens.**

- **Consider broad scope of economic benefits.**

- **Consider how cannabis fits into the municipality's overall economic vision.**

- **Be cautious with revenue estimates.**

Summary of Passed Legislation: House Bill 2 & Senate Bill 2

TIMELINE

- Act becomes effective 90-days after the Governor signs the bill
- Home cultivation and possession becomes legal on the effective date of the Act
- Production begins Fall '21
- Retail sales to the general public begins no later than April 1, 2022

WHAT IS THE AGE & LEGAL AMOUNT TO POSSESS?

- A person must be 21 years or older to possess, grow, and cultivate cannabis for recreational use.
- Adults 21 & older may purchase up to 2 ounces of cannabis flower, and up to 16 grams of extracts and 800 milligrams of edibles.
- Allows for the growing not more than six mature cannabis plants per person (maximum of 12 per household) and six immature plants per household for adult use cannabis and cannabis products at home. Personal production continues to be allowed for medical cannabis patients.

STATE & LOCAL CONTROL

- Establishes a new division called the Cannabis Control Division within the State Department of Regulation & Licensing.
- Local jurisdictions have some control as well. Jurisdictions may:
  - Enact reasonable zoning, land use & business licensing requirements
  - Prohibit supervised consumption areas
- Local jurisdictions may not:
  - Prohibit local licensed sales, manufacturing, or cultivation of cannabis or cannabis items
  - Prohibit consumption of cannabis in a private residence
  - Prohibit the transport & delivery of cannabis items within their jurisdiction
  - Prohibit personal home grow of cannabis

8 https://www.portlandoregon.gov/civic/article/780184

TAX STRUCTURE

- Gross Receipts Tax and local taxes apply to the value of the adult use purchase.
- An additional 12% excise tax is applied to the sale of the product with 33.33% of the net receipts attributable to the cannabis tax from cannabis retailers within the local jurisdiction.
- Medical cannabis is exempt from GRT and excise tax.

REVENUE DISTRIBUTION

- 100% excise tax goes to the General Fund.

ECONOMIC IMPACT

- A New Mexico economist (Kelly O'Donnell) projects that sales of recreational cannabis could be as much as $318 million in the first year alone, creating over 11,000 new jobs. ** O'Donnell, K. (2019)*

LICENSING STRUCTURE

License/Permit	Fees
Cannabis Consumption Areas	Up to $2,500/year
Cannabis Couriers	$1,500/year; $1,000/year for each additional licensed premises
Cannabis Manufacturers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Producers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Producer Microbusinesses	$1,000/year
Cannabis Research Laboratories	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Retailers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Servers	$35 max. for a 3-year permit
Cannabis Testing Laboratories	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Training and Education Programs	Will be permitted
Integrated Cannabis Microbusinesses	$2,500/year; $500/year for each additional licensed premises
Vertically Integrated Cannabis Establishment	$7,500/year; $1,000/year for each licensed premises; Not to exceed $125,000

** An additional annual fee no greater than $50.00/cannabis plant will be assessed to any licensee cultivating cannabis plants, except for cannabis producer microbusinesses and integrated cannabis microbusinesses*

PROTECTING OUR YOUTH AND PUBLIC SAFETY & HEALTH

- A Public Health Advisory Board is created to monitor cannabis use patterns and emerging data relevant to the health effects associated with legalizing cannabis. Annual reporting from Dept. of Health is required and must include information about youth access to cannabis; road safety and driving while impaired; workplace safety; percentage of emergency room visits and outcomes involving cannabis use; educational needs for youth and adults; consumer and product safety; and the percentage of poison control center calls involving cannabis use.
- Advertising and marketing is prohibited on TV, radio, on public transit except to adult subscribers of subscription-based radio, television, or other broadcast media and adults who have solicited the advertising and marketing.
- Advertising shall not be false, deceptive or misleading including making health benefit claims not supported by the published results of research recognized by the FDA.
- Banning advertising that uses predatory marketing and practices targeting minors.
- Advertising shall not use cartoon characters or be designed to mimic any other product brand or depict consumption by children or other persons who appear to be younger than 21 years of age.
- All items must be labeled & placed in re-sealable, child resistant packaging that shall not be designed to be appealing to children. A logo distinctive in design, color, size and location must be placed on the packaging notifying that the package contains cannabis. Packaging shall also include a warning of possible adverse effects of consumption and the NM poison and drug information center phone number.
- Cannabis retailers or integrated cannabis microbusinesses shall be located at a minimum distance as determined by the local jurisdiction, but which distance shall not be any more than 300 feet or more from a school, church or daycare center that was in existence at the time the retailer or microbusiness was licensed.

- It is UNLAWFUL to: drive while under the influence of cannabis; smoke, vape or ingest cannabis in a public place (unless when permitted in an establishment under the Act); or, possess, smoke, or ingest cannabis or products on school property (exceptions for medical cannabis patients and caregivers).
- Licensees that knowingly sells cannabis products to a person younger than 21 years of age on two separate occasions within a 12-month period shall have their license suspended or revoked and may be fined in an amount up to $10,000.

PROTECTING THE MEDICAL CANNABIS PATIENT & PROGRAM

- Keeps the medical cannabis patient registry at the Department of Health.
- Exempts medical cannabis sales from the gross receipts tax (GRT), making it like other medications. Ensures that medical cannabis will not be subject to the excise tax charged on adult use cannabis.
- Requires all retailers that sell cannabis for adult use to also sell medical cannabis.
- Requires the Division to take reasonable measures to ensure there is enough cannabis supply in the medical program.

PROTECTING THE ENVIRONMENT

- The regulatory agency must work with the Department of Agriculture, the Department of Environment and the State Engineer to establish rules governing pesticide use, environmental impacts, natural resource protections, water quality, water supply, hazardous material, and wastewater discharge.
- Requires licensees to:
    - Submit a plan to utilize energy and water reduction opportunities, including: drip irrigation and water collection; natural lighting and energy efficiency measures; and renewable energy generation.
    - Demonstrate the legal right to a commercial water supply, water rights or another source of water sufficient to meet the water needs related to the license.

SUPPORTING NEW MEXICO BUSINESSES AND WORKERS

- Creates a licensed cannabis training and education program and mandatory education for any person who is hired to serve cannabis or cannabis products.
- Allowing for “microbusiness” licenses that will help small family farms and entrepreneurs enter the market with lower capital costs.

REPAIRING THE HARMS OF PROHIBITION

- Automatically expunges public records, two years after the arrest or conviction, held by a court or state or local jurisdiction relating to offenses involving cannabis that are no longer a crime on the effective date of the Cannabis Regulation Act, or would have resulted in a lesser offense.
- Requires correctional facilities and jails in which persons are currently incarcerated or who have been incarcerated in the past for offenses that are no longer a crime under the CRA, or would have resulted in a lesser offense, to notify the court that those persons’ cases may be reopened to consider dismissal of their sentences or to have their cases expunged.
- Amends the Criminal Offender Employment Act to include in the list of criminal records that may not be used or disseminated in connection with applications for public employment or licenses convictions that have been sealed, dismissed, expunged or pardoned; juvenile adjudications; and convictions for a crime that is not job-related for the position sought and consistent with business necessity
- Removes misdemeanor convictions involving moral turpitude from the permissible causes for denying, revoking or suspending public employment or a license to engage in a trade, business or profession and removes an agency’s authority to deny public employment or a professional license for convictions that do not relate to a particular employment position if the agency determines the convicted person is not sufficiently rehabilitated to warrant the public trust.

- Prohibits a professional licensing board from excluding from licensure an otherwise qualified person solely because the person had been arrested for or convicted of a crime, unless the person has a "disqualifying criminal conviction."
- Allows individuals with prior cannabis convictions to work in the new cannabis industry and to apply and receive a license.
- Authorizes the Executive to enter into intergovernmental agreements with Indian Nations, Tribes, Pueblos regarding the implementation and compliance in connection with legalization.
- Creates two microbusiness licenses that would create an opportunity for small businesses to enter the marketplace and allow the producer micro to start at the same time as existing medical cannabis licensees; requires licensing fees to be scaled on the size of the business
- Requires procedures that promote and encourage full participation in the cannabis industry by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy, rural communities likely to be impacted by cannabis production and agricultural producers from economically disadvantaged communities;
- Requires procedures that promote and encourage racial, ethnic, gender and geographic diversity and New Mexico residency among license applicants, licensees and cannabis industry employees;
- Requires a certification to identify products for consumers from licensees that are integrated cannabis microbusinesses or cannabis producer microbusinesses or owned by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy and underserved communities that include tribal, acequia, land grant-merced and other rural historic communities;
- Requires the development of a technical assistance/resource guide for rural New Mexico residents who are seeking to establish a cannabis business.
- Requires the Division to collect and publish annually on the division's website, and present to the appropriate interim committee of the legislature, a report describing demographic data on license applicants, controlling persons and employees of cannabis establishments, including race, ethnicity, gender, age, residential status and whether the applicants, persons, employees or the location where the cannabis products are produced are located in an underserved rural community, including tribal, acequia, land grant-merced or other rural historic communities.
- Decriminalizes and eliminates all fines and fees for minors who violate the Act.
- Allows for personal grow.
- Creates a standalone cannabis consumption area license type
- Removes license requirement for medical personal grow
- Creates protections for the use of cannabis:
    - Prohibiting police from stopping and searching an individual or vehicle based on the smell of cannabis alone.
    - No denial of public benefits or health care based on cannabis use or a positive cannabis drug test.
    - Prohibiting prior cannabis convictions to bar anyone from licensure or employment of any kind.
    - Child welfare: A person shall not be denied parental rights or custody of or visitation with a minor child by the state or local government based solely on conduct that is lawful pursuant to the Cannabis Regulation Act.
    - A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing.

PENALTIES

	HB-2
Licensees – Sanctions – Civil Penalty	The division may: suspend or revoke a license; impose intermediate sanctions; impose a directed plan of correction; assess $10,000/per violation of the CRA; or suspend or revoke the license.
Protection of Underage Persons – Providing Products to Minors - Penalties	It is a violation to sell, serve, give, buy, deliver to a person under 21, or assist a person under twenty-one to buy, procure or be served cannabis products. Division shall suspend or revoke the license and may fine the licensee in an amount not to exceed $10,000, or both. A person can be charged with "delinquency of a minor "- 4th degree felony.
Cannabis Industry Mandatory Education—Applications—Permit Required—Education Program Approval Required—Issuance or Denial of a Permit or Approval—Penalties	For sales, service, or dispensing a cannabis product to a person under 21, the division may suspend a permit for 30 days on first offense, for 1 year on second offense, or permanently on third offense.
Limits on Personal Use – Penalties	Smoking in public = Civil penalty of $50
Personal Production –Cannabis	21+ • > 6 plants and up to 12 mature or immature plants = penalty assessment & fine of $50 • >12 mature or immature plants = 4th degree felony 18+ but less than 21: • Up to 6 mature cannabis plants = penalty assessment & fine of $50 • >6 mature or immature plants and up to 12 mature/immature = misdemeanor • >12 mature/immature = 4th degree felony Under 18: • Any amount = attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or four hours of community service
Unlicensed Sales - Penalties	Under 18: • Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or (2) four hours of community service 18+: misdemeanor • Unlicensed sales from a building, room or other area open to the public: 4th degree felony
Restricted Areas – Penalties	Shall not possess or distribute in schools or daycare except per the Lynn and Erin Compassionate Use Act.
Unlawful Possession	Under 21: • Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or four hours of community service 21+: • More than 2 and up to 8 ounces of flower or more than 16 grams of extract, and more than 800 mg of edible cannabis = misdemeanor • More than 8 ounces flower= 4th degree felony
Unlicensed Manufacture of Extracts	4th degree felony

Proposed Road Map & Recommendations

There are many decision points, considerations, and updates the City needs to address. Below is a sample table with a few of the significant decision points.

Relevant Policy for City	Decision Points	Timeline	City Department
Local Control	Update relevant City policies (e.g. land use, zoning, fire codes, and related regulations), such as places where cannabis licensees should not be located (e.g. next to an elementary school). These updates should keep in mind equity considerations for Santa Fe residents and neighborhoods 1) adopt reasonable time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses 2) Decide if the City of Santa Fe will allow supervised consumption areas	August 1, 2021 (Production licenses can start no later than Sept. 1, 2021. All other licensed activity will be licensed no later than Jan. 1, 2022)	Land Use Economic Development Community Health and Safety (SFFD) City Council (#2)
Policing	Update City ordinances and police policies. • See penalty table in above section. • Police are now prohibited from stopping and searching an individual or vehicle based on the smell of cannabis alone. • Home grow is allowed; up to 6 mature/6 immature plants. If more than one adult in the household no more than 12 mature/12 immature. • Recommended ordinances needing updating: 1) 20-6 -1: Marijuana and Marijuana Paraphernalia Possession 2) 16-15.2: Possession, delivery or manufacture of drug paraphernalia prohibited; exceptions.	By July 1, 2021 (home grow and possession will be legal July 12, 2021)	Community Health and Safety
Municipal Cannabis Tax	Develop a plan for local expenditures and revenues. Sample revenue plan based on data collected and analyzed for this report: • 40% to Community Services: Substance use disorder treatment and mental health services; youth programming; alternative public safety response models (see recommendations in MDS section above). • 40% to Community Development: Making housing in the city more affordable and accessible for everyone; Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus including providing support/assistance for small business owners/equity applicants to get licensed in the new cannabis industry. • 20% to General Fund: Providing a portion of new revenue to the General Fund to provide flexibility as needs arise.	By January 1, 2022 (sales will start no later than April 1, 2022 – Regulation and Licensing Dept. can move that date up if they are ready).	Finance City Council
Employer/ Employee Protections	Evaluate whether City Employee policies need to be updated. See section 34 of the Act. Inform employees and are informed of workplace rights relating to cannabis use. Recommendation: Consider aligning city employee off-hours cannabis use with the existing off-hours alcohol use policies	July 1, 2021	Human Resources

Cannabis User Protections	Review city ordinances/policies/procedures to ensure: • No denial of public benefits or health care based on cannabis use or a positive cannabis drug test. • Prior cannabis convictions cannot bar anyone from licensure or employment of any kind. • Child welfare: conduct allowed under the new law shall not in itself constitute grounds for intervention, removal or placement into state custody of a child; provision of state prevention, diversion or intervention services to the individual's family pursuant to the Family Services Act; denial of custody or visitation; and, presumption of neglect of child endangerment. • A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing. • Removes misdemeanor convictions involving moral turpitude from the permissible causes for denying, revoking or suspending public employment or a license to engage in a trade, business or profession and removes an agency's authority to deny public employment or a professional license for convictions that do not relate to a particular employment position if the agency determines the convicted person is not sufficiently rehabilitated to warrant the public trust. • Amends the Criminal Offender Employment Act to include in the list of criminal records that may not be used or disseminated in connection with applications for public employment or licenses convictions that have been sealed, dismissed, expunged or pardoned; juvenile adjudications; and convictions for a crime that is not job-related for the position sought and consistent with business necessity		Human Resources
Automatic Expungement and Consideration for Release	Automatically expunges public records, two years after the arrest or conviction, held by a court or state or local jurisdiction relating to offenses involving cannabis that are no longer a crime on the effective date of the Cannabis Regulation Act, or would have resulted in a lesser offense.	On or before January 1, 2022, the department of public safety shall review the public records in the state criminal history databases and shall identify all past convictions that are potentially eligible for dismissal and expungement or redesignation pursuant to the Cannabis Regulation Act. The prosecutor of the case shall have until July 1, 2022 to review all cases and determine whether to challenge the dismissal and expungement or redesignation.	City Prosecutor/ Municipal Court/ City Public Defender

Appendices

Appendix A: Survey Findings

City of Santa Fe residents are firmly satisfied with their quality of life, have clearly defined community needs, and are strong supporters of cannabis legalization with revenues reinvested back into the community. Key findings include:

How satisfied are you with the quality of life in Santa Fe?
74% satisfied
25% unsatisfied

What do you believe should be the top priorities for the Santa Fe city government? Please choose two.
55% Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus
47% Making housing in the city more affordable for everyone
34% Managing the distribution of the coronavirus vaccine
32% Reducing crime and keeping our communities safe
25% Managing the city and its budget effectively
20% Expanding access to substance abuse treatment and mental health services
13% Addressing racial discrimination
11% Dealing with issues related to the destruction of the Obelisk

Do you support or oppose a proposal to legalize, tax, and regulate cannabis, also known as marijuana, sales to adults 21 and over, with provisions in place to ensure the tax revenue is reinvested back into communities?
Citywide: 84% support, 14% oppose
District 1: 86% support, 10% oppose
District 2: 90% support, 9% oppose
District 3: 69% support, 24% oppose
District 4: 81% support, 18% oppose

If cannabis is legalized, what should be the priority for where the revenue generated from it goes? Please choose two.
41% Community services
38% Substance abuse treatment
28% Behavioral health
27% Economic development
25% Housing
24% General Fund

Appendix B: City Staff Interview Findings - Summary

The City would receive numerous benefits from cannabis legalization, including:
- Revenue (15 of 15 respondents)
- Economic diversity (4 of 15 respondents)
- Economic growth from retail, manufacturing, supply chain, and tourism (5 of 15 respondents)
- Entrepreneurial and job opportunities (3 of 15 respondents)
- Job training opportunities for institutions of higher learning in Santa Fe (4 of 15 respondents)

An important opportunity is removing prior convictions for cannabis possession for thousands of Santa Fe residents, and allowing those with prior convictions to work in the cannabis industry (13 of 14 respondents).

New revenue from cannabis legalization is sorely needed. There are numerous programs that could benefit, including:
- Substance use disorder treatment and other behavioral health services (6 respondents)
- Affordable housing (7 respondents)
- Youth and senior programs (2 respondents)
- Creative public safety solutions, such as increased case management and harm reduction services (4 respondents)
- Providing a portion of new revenue to the General Fund to provide flexibility as needs arise (9 respondents)

If cannabis is legalized, the City would need advance time to plan for implementation, including the following considerations:
- Develop a plan for expenditures and revenues
- Have a structure in place for tax collection
- An update to relevant City policies, such as places where dispensaries should not be located (e.g. next to an elementary school)
- Updating land use, zoning, fire codes, and related regulations and laws

Appendix B: DPA / City of Santa Fe Interviews

Wearing your hat as just a resident, what are the 1-2 best things about Santa Fe right now?
- People. Array of people and concentration of interesting people. Committed people, who care about things. Peaceful place.
- Access to outdoors. Typically I would say has advantages of a big city in a small town. In this climate, combination of being a capital city with arts and culture.
- Outdoors is still open and free;
- Community collaboration, people who are willing to work with each other at different organizations; creativity,

located in an interesting geographic nexus
- Culture and diversity.
- The diversity, in the broadest sense. Is a very worldly city. Lots of perspectives.
- Culture. Art. Very international city. People talk to each other.
- I'm even more appreciative of the quality of life, outdoors, and weather. On a professional level, we've opened doors we never would have opened before. Even though we're a bureaucracy, we have shown that we can be responsive.
- Access to walking and hiking trails, having small community feeling
- All in this together. Community feel.
- Resilience and cohesiveness in the face of COVID. Our residents' behavior displays respect for science. Community comes together. Mask ordinance. Raising money for folks in need.
- Natural assets. Proximity to the mountains. Clear skies. Landscapes. Scale of the city. Cultural amenities, amenities in general for town of this size.
- Recreation and afterschool programs are some of the most affordable, reputation for how good those programs are—pre-covid. Libraries and senior centers, community serving programs.
- The city seems to be focusing on trying to address those in the greatest need, w/r/t COVID and services. It's a beautiful place. Not a ton of people.

Again, speaking as just a citizen, what are the 1-2 biggest challenges facing Santa Fe right now?
- Inequity. Very wealthy people, and very poor people. Not a lot of communication between the two, not a lot of understanding by people with wealth of other communities. Distribution of resources, and gathering of revenue. Concerned about opiate overdose and suicide, esp for young people.
- Increased living costs. And tourism impact. Businesses benefited from tourism impact they are facing.
- Level of fear that we are having a tough time (economic, health); young people are not seeing a future
- Economy, people are suffering because of it
- Lack of professional health. Lack of behavior health.
- The pandemic and the response to the pandemic. Testing, access to testing, vax rollout. Economic recovery.
- Education is a big issue. Growing chasm between haves and have nots. Demarcation. People with second homes, elite community, problems associated with that.
- Basic needs aren't being met, will only accelerate. Food, support services, housing, even people who are fully employed. There is an inequity, lots of people who don't have access to outdoor resources. Too small of a place to have that be one of our problems. We should all have access.
- Tourism industry, lack of housing
- How to support tourism industry, all of the ways we infuse our economy
- Economic challenges.
- Complexity of life—speed and rate of change, how dynamic things are, ability to keep pace with tech. Deep divisions, reconciling seemingly irreconcilable worldviews. Balancing growth with available water. Social issues, mental health, homeless issues, poverty and systems that interface with those problems.
- Housing. Homelessness. Substance abuse—opiate epidemic. A lack of treatment options and behavioral health options. I was raising my teenage niece and finding low cost behavioral health options was really difficult.
- Addressing vaccination. A lot of things because of COVID that have been neglected—roads, parks, facilities. How are we going to get things going again? Economic situation is a problem. Huge increase in cost of housing. Help Santa Fe keep its identity.

What should the City's position be on legalization of cannabis? What benefits does the City receive if the state were to legalize?
- City should be in favor. Revenue, and boost to local businesses who might engage. Decriminalization, fully, and ultimately less harmful than alcohol. Destigmatization.
- Should be supportive. Would hope that we are going to get some revenue, and that those could be put to good use. Being excluded from statewide would be a detriment because of tourism. Being against would be

inconsistent with residents' political views. Area that we've carved out that's over regulated compared to risks.

- City leadership welcomes the legislation and opportunity, looking for any ideas for innovation, and have seen this all blossom around us, instead of being 40th, we can be 20th. If it passes, let's jump on it!
- Benefits — funding, if we're able to tax, we'll be able to build out city; we have to be very community focused in terms of policies. Are we going to have investors from CO? Not locals? Benefits — schools, infrastructure. Has to be done in a way that we understand what the community feels, to make sure that we do it in a way that reflects.
- Kind of on the fence. I think it should be legalized, could generate revenue. Revenue would benefit community, to create professional services. Participated in training, used CO as model, for every dollar earned, $7 in expenditures.
- If the policymakers decide to legalize cannabis, from financial perspective, there would be an increase in expenditures in associated regulatory, oversight and monitoring, to impacts of having new industry. Could be everything from education to general public, to school aged children, dealing with health impacts that arise from legalization. Would need additional revenue source to utilize to put toward funding expenditures. Timeline—need to be able to plan for expenditures and revenues, timing before retail begins. Structure in place for tax collection, will there be new technology, city policies that need to be updated, from initiation all the way through the impacts on the community and users and anyone else impacted, updating land use, fire codes if indoors, ultimate taxation and retail piece. Transportation of what is currently a cash industry. How cash is transported safely from retail spot to banks. Benefits - with the creation/expansion of any new industry, the benefit is expanded economic growth, which means an increase in GRT generated by local businesses, will be a supply chain associated as well. Expanded economic base, whether directly or indirectly from supply chain.
- There will be costs associated. Will need enough of revenue source to cover expenditures.
- I don't know if the city should take a position. City is very excited about more GRT, or additional revenue funds. Personally think it's a good idea. Benefits—more funds. There would be spin off benefits—more retail businesses, get manufacturing, tourism.
- I think the city should participate in it. Funding should be used for diversion programs for all substance use disorders.
- Leave determination of position up to the city. Monetary support, ensuring benefits come directly back to the city.
- Benefits— we would focus on the financial benefits, but historically we have had a misuse of resources for law enforcement and people's lives disrupted because of low level infractions and underground economy and all of that could be cleaned up by recognizing that cannabis is not everything it's been accused of. If handled by adults, it's not all that different from alcohol. Social benefits, law enforcement benefits, and there are economic benefits, if we were to legalize, regulate and tax, we would see an entrepreneurial economy, craft cannabis producers and markets, we wouldn't get overwhelmed by national brands, growth of a variety of parts of the economy. People have wine cellars, fancy corkscrews. The longer we wait, the more likely we are to miss out on our own NM industry. I don't think it will be a financial panacea, but SF is struggling with revenue, because we mostly rely on GRT and a small amount of property tax. It would add another leg to the financial stool.
- I think we should be in support of legalization because it brings a new revenue source. Our reliance on GRT means we are just waiting for the next catastrophe. Diversify. Has the opportunity to lift everyone up. Create a new sector of the economy.
- I think that all drugs should be legalized, don't condone drug use, because criminal behavior that results from drug use is criminal but use itself is not criminal. Drugs are self-medication for real significant issues. Drugs are imposed on top of that. City should support legalization. — Exporting local dollars to CO right now, wonder but don't know but would assume that legalizing rec cannabis cuts into the market share of illegal drug trade, so brings some of that revenue above board. Revenue and reduction of criminality. Reducing black market. Diversifying revenue streams. Messaging of — substances regardless of what they are, adults have a choice to use or not to use. Root issues need to be addressed.

- Definitely think it should be legalized. Biggest benefit would be revenue. Funding could benefit community, direct service programming, recreation for youth, would be able to give folks opportunity to get into high quality treatment programs, bring programs into Santa Fe (city or county). First step to reducing stigma around different substances in the community.
- I feel like the city needs to support it, but cautiously, because we don't know who will oversee it. How will it be rolled out? These things are important to know. Like state run liquor stores in Utah. Who gets the taxes? Benefits depend on how it is structured. How does the city gain the most revenue possible from this? Can the city ask for more tax? Will buying in Espanola be cheaper? Economic benefit but not so dictatorial. Revenues but what are they? Need to be able to keep things going.

If the state were to legalize recreational cannabis use, how would you feel about adding policies like removing prior convictions for marijuana possession, allowing people who had a past cannabis conviction to work in the new industry or prohibiting the use of prior marijuana convictions to bar people from employment or benefits?

- Yes, yes, yes—as long as they aren't driving under the influence.
- Fine with all of those.
- I think all of those should be considered. Big issue around cannabis, as a person of color, I know that my race and people of color have been singled out as it relates to three strikes laws, urban centers and cities, and underground business has become legitimized
- we want to foment as much entrepreneurship as possible, lift barrier for people of color in cannabis industry
- I would be in favor of removing convictions, would open opportunities. Where I'm unsure is that we get random drug testing, would that still be restriction? Have terminated people in the past. How would public receive a responder if we were allowing recreational use?
- from professional perspective, don't have
- In support of these. Ensuring that business support programs are equitable. Community colleges should support programs. Biz incubators.
- employment, is okay with, doesn't want people to be barred. Yes to removing prior convictions, angle of employment, difference between misdemeanor and felony,
- I think people have been wrongly convicted of cannabis infractions, I'm not sure about it relates to hiring. Prior convictions should probably be removed.
- Yes, no, yes. Have to regulate somehow. Previous convictions should not prohibit benefits and employment.
- Should reach into the past, even if it was illegal then. Wiping out previous conviction for dealing is different than for possession.
- Yes on all of them.
- Agrees, except on things like distribution.

If Santa Fe were to receive recurring revenue from legalization, should those funds go into the City's general fund or to a specific program? Which one? Why? [If it doesn't come up, ask] What about affordable housing? Substance abuse and treatment programs? Economic development?

- They should be earmarked for certain programs. Significant for housing needs, particularly wet housing, for prevention of loss of housing/case management (who may have behavioral health needs), rental vouchers—could be general for any populations who have been impacted, earmark some for youth programming—resilience building, educational programs, making this a high-quality place for people to be, a lot of investment in youth programming, would love to bolster quality and accessibility of city youth programs. Alternative public safety response, case managers. Should be about building the strengths of the community dealing with poverty and imbalance in health outcomes.
- Would be good to dedicate to specific for some period of time, and then reassessed. Drug treatment programs, social mobility programs. If it went to general fund, we could allocate to housing. Don't want to tie hands.
- Ask community.
- Tough to answer. Could set a policy that says from general fund these dollars go to certain programs, could

use for housing and economic development to nurture entrepreneurs who have never been entrepreneurs before, would benefit our communities.

- I would agree with substance treatment, but should fund public safety. Public safety depends on general fund. Should go to public safety.
- Should go into the general fund, which would allow each council to determine what the city's priorities are, especially as industry grows or contracts
- general fund for flexibility
- It's tempting to use it all in general fund, but probably not best policy. Setting up determination of where funds should go should not happen at the onset, because we need to see where needs are. Would want rules to be as flexible as possible. Tempting to use funds that feel like new money to invest in capital projects, because you want to be able to point to something that is complete. Big mishmash. One of the advantages is that we have such a highly developed and capable networks of non-profits in the area of community development. Fund them to provide programs. When housing non-profits use money, know that it's going to be community benefits.
- Treatment and not just directly into general, but some should go to law enforcement for training and gear and equipment
- To me it makes sense that it should go into general fund and city could allocate as need—that being said, the general fund can swallow things up, but funds allocated mental health, social services, libraries, education. In CO saw skyrocketing social services, homelessness, because people were moving hoping to work in the industry. Could put pressure on resources, should be supported. Libraries!
- I do believe that given what we know about the problem of drug and behavioral health issues, I think there should be some funds set aside for treatment and prevention. Not done by city, but more programs to help people. Options In northern NM are very limited. State or regional, specific and concentrated effort to provide prevention and treatment. Re city: I think we're looking for sources of funding for affordable housing trust fund. Would be very worthwhile revenue stream into trust fund. Was proposal to move GRT to affordable housing, but not new money and not dependable. Much more thoughtful and creative to get new revenue stream that will likely grow over time and not fluctuate. Stream that would be productive. The rest should go into general fund. When you're a one trick pony, all it takes is one event to hurt economy.
- It should be split, part to general and part to housing, bc general fund is so reliant on GRT and so volatile. Things come and go. Planning 1 and 5 years. We were just coming out of 08 recession and 2021 was supposed to be banner year. What does five years from now look like?
- Would like to expand into public safety in case mgt and harm reduction services, reduce system costs. Nexus on mental health and substance use. Public health efforts—systems on the public safety side have been scaled in a way that is clunky, outdated. Though would love for it to be spread out, would prefer to be used to create systems within two departments that have strong labor unions, resistant to change, to be used to explore new models. Alternate models of public safety—defined broadly (not just cops and firemen!).
- Some suggestions: expanding city services, recreation and afterschool programs to be free and readily accessible to every person in the city. Not just city programs—similar to Iceland, whether it's jujitsu or painting, want city to be able to pay for that. Diverse substance abuse programs—could mean anything as radical as models in Seattle and Vancouver—safe injection sites, etc. Not just treatment, not just one size fits all—staff were really focusing on that. Same thing with housing—should be as diverse as people themselves. Economic development—believe it is important to grow our community, to open up opportunities, especially in mixed status (immigration) households. To grow educationally in our communities, undocumented folks to get business licenses.
- Would be good to build up a rainy day fund but not in place of services. Money should go into the general fund. Or a 60/40 thing, splitting it. Everybody is using it, so should be a benefit of it for everyone. Yes to treatment. Because of the aging piece, older adults have a responsibility to take care of themselves, costs less, but funds are more toward higher need programs, not prevention—paradigm shift toward getting people up and moving and doing things.

Are there 1-2 policies related to cannabis legalization you'd want to put in place for Santa Fe if legalization occurs at a state level?

- I don't know. Generally non-punitive policies.
- Zoning, land use. Event permitting?
- Should set up term that can be no more than 30% investment from out of state, or 10 yr moratorium on outside franchises
- People who have resided in Santa Fe who can reap benefits — center on local residents.
- taxation policies, to be able to match add'l expenditure, oversight in addition to regulation, whether state or local governments' ordinances, ultimate policy goal is to keep citizens safe, how we set speeding level is safety for each street and each community, which would be increase in budget as well, need time to be able to set out that framework, from start to finish (production to consumption)
- Have pretty strong regulatory framework, we as a state have problem with DUIs
- Land use code would be easily adaptable to create restrictions around physical location. Concern about home based business, around equity issue. The use of the funds needs to be connected to demonstrated need. Have to start from perspective of, what is the hierarchy of community? Need to be strategic. Universal based income—go directly to community.
- all about treatment all the way around for all narcotics, LEAD primarily just for opiates, could include people addicted meth, alcohol
- Reiterating funding needs to be available to help with mental health, social services, more funding for treatment, and early childhood education.
- Already looking at things that we've identified, number of factors. Zoning and signage issues—we do this now with checking out alcohol licenses, whats the concentration, location, places you don't want dispensaries, signage that needs to be handled in community focused way, Will need to have a national approach, testing for people who are driving while impaired or operating machinery. CO firm experimenting with something like breathalizer. How we would proactive some form of enforcement. Other thing we should be conscious of is that this is legalization of cannabis for ADULTS. Issues we've seen around packaging and marketing and accessibility to younger people. Medical evidence about brain formation. I don't think anyone thinks that's okay.
- Yes. Maybe it's housing piece. Partnership with education. If there is a way to build over the next five years a fund of joint excellence, would be amazing. How do we tie in arts community, need for reconciliation? Creating pipeline for local youth. Regulation at a state level. Tie it in with mental health services and wraparound care.
- Expungement of criminal records. Have heard of other states that try to create job opportunities for people most impacted by war on drugs. If alcohol were illegal and they were making it legal, would hope that they would—strong component should be education on effects of different substances. Something that allows people to make an informed decision. PSAs suggesting moderation, detrimental and positive effects. Particularly targeted at younger population. Healthy lifestyle, promoting health.
- Expunging records for folks, including folks who are terminated at the city for cannabis use.
- Feds aren't going along with it yet, and we have people that are drivers and have to have a CDL and are randomly tested. Some of the other work that we do requires people to be somewhat on their game to be able to do it. Don't want to jeopardize that stuff. Jobs people will be doing that they can't use—how will the city address that? City will have to make their policies know on usage, just like clear policies on drinking. If we are using federal money, feds require certain things, like drug tests.

Anything else you would like to share on this topic?

- A really positive opportunity for local communities in NM who have been under resourced to address equity issues, to address imbalances in funding human services. Have seen public safety, funding going to jails.
- If there is any sort of estimate of revenue, would be interested in learning. What about dispensaries?
- Pueblo casino phenomenon, outside money coming in, actual pueblo didn't get total say; ensuring we have sovereignty over the business. Excited about this legislation! We have a vested interest, it's an untapped industry sector. Think about all of the supply chain, distribution chain, population can age in place, health and wellness. Minimize school to prison pipeline, funding going to supplement support.

- I think that rec use should be legalized.
- Is a very big endeavor, implementation takes an immense amt of resources, community engagement, takes a tremendous amount of effort and time to set everyone up for success, need for fair amount of realization. Opt-in vs opt-out adds to timeline for local governments. Being able to take a look at what other communities have done. Can you overtax an industry? What would be the right amount for that? Will need to take lessons learned to craft best package at state level and bringing decisions to governing body
- The advantage we have is that we are not the first— CA and their hiccups, CO and their hiccups, can look at lessons learned.
- Why wouldn't New Mexico try this? Huge opportunity. Decriminalization is such a better way to deal with drugs, helping people get better.
- Interesting to watch what happened in Pueblo—there was a real divide where non-profits felt very unsupported, some closed down because they couldn't handle the demand, I still don't feel like there was a marked benefit. Look at how other states have done it.
- NM is a state with a lot of very unique characteristics. Only something like Hatch chile, Gruet, Los Poblanos, but for the most part we've underperformed in branding unique products. Lamb, beef, other consumables, beginning to get spirits, Taos branded bars. Given growing climate and history of agriculture, ability to produce products of real quality, could have NM branded cannabis designs or products. Rather than apologizing for it, what if we said, this is an opportunity for people to be entrepreneurs, farmers, growers, you don't need an MBA. People who have been left out.
- I think this is a huge opportunity for the state to expand our revenue sources and create opportunities for the economy. Covid=reliance on gig economy—only avenue right now. If we can create another stream parallel to the gig economy that allows for people to have a stable lifestyle, why wouldn't we? It's going to happen, so why not get in on the ground floor.
- Assuming most things are a given—not to minors, not next to elementary schools.
- Should also be a focus on youth, not just on prevention and intervention, city and state lack youth substance abuse programs. Would be great to use revenue to support those programs. Prevention is so important. That's where my heart is and where the work I do now is. Statewide, would be great for it to go to the municipalities.
- Friends who are medical owners and worried that it will bring big business in.

Interviews Completed

- Paul Babcock, Fire Chief
- Rich Brown, Director, Community & Economic Development
- Liz Camacho, Economic Development and Communications Administrator
- Alexandra Ladd, Director, Office of Affordable Housing
- Jarel LaPan-Hill, City Manager
- Alexis Lotero, Budget Officer
- Mary McCoy, Director, Finance Department
- Erin McSherry, City Attorney
- Andres Mercado, Battalion Chief, Santa Fe Fire Department
- Kyra Ochoa, Acting Director, Community Health & Safety Department
- Andrew Padilla, Chief of Police
- Gino Rinaldi, Director, Senior Services Division
- Julie Sanchez, Director, Youth and Family Services Division
- Maria Sanchez-Tucker, Director, Library Services Division
- Alan Webber, Mayor

Appendix C: The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Drugs

The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Other Drugs

February 2020

Acknowledgments

Gratitude is extended to the following individuals who served on the Municipal Drug Strategy Task Force.

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Thank you to the numerous community members who participated in community conversations and interviews. Additional thanks to the following contributors and City staff:

Mayor **Alan Webber**, City Manager **Jarel LaPan Hill**, Santa Fe City Council Members and the following City Staff: **Kyra Ochoa**, **Julie Sanchez**, and **Elizabeth Martin** (City of Santa Fe Stenographer)

Drug Policy Alliance, Walbridge Foundation and the Santa Fe Community Foundation for underwriting support of the Task Force

Michele Lis, ML Consulting LLC, Consultant and Facilitator

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Executive Summary

"As mayors, we know that a shift away from punitive responses to drugs is possible. Our two cities, like communities large and small across the country, bear the burden of a half-century of disastrous drug policies that have wrought two epidemics: Mass incarceration and skyrocketing overdose deaths. As people elected to serve, we have a moral obligation to do something different, something better."

—Mayors Alan Webber (Santa Fe, NM) and Svante Myrick (Ithaca, NY)

The City of Santa Fe Municipal Drug Strategy Task Force is pleased to present *The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Other Drugs.* This report grows out of a recognition that the City of Santa Fe, despite being a national leader in many ways, could do better in its response to alcohol and drug use. Communities of all sizes across the United States are staggering under the weight of half a century of failed federal, state and local alcohol and drug policies (Drug Policy Alliance, 2018).

Despite the decades-long drug war, overdose is now the leading killer of Americans under the age of fifty and rates of alcohol-related health problems and mortality have skyrocketed. However, people in local communities most impacted by problematic drug and alcohol use and deeply flawed public policies are stepping forward to make a difference. First pioneered as a public health measure in Europe in the 1980s and 90s, municipal drug strategies challenge local communities to work from a public health, racial justice and human rights framework instead of defining people who use drugs as criminals in need of coercion and punishment (Drug Policy Alliance, 2018).[1] Santa Fe can be a leader in supporting the health and wellness of its residents by taking action on locally based solutions and interventions in collaboration with its community partners and residents.

In 2017, the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety."[2] The Municipal Drug Strategy Task Force (MDSTF) was officially launched in the summer of 2018 under the leadership of Mayor Webber and has been charged with recommending policies and practices as alternatives to incarceration. The MDSTF has collaborated across different areas of focus (prevention and education, treatment, harm reduction and public safety), in order to explore and recommend long-term solutions in a Community Strategic Plan for addressing the issues arising from persons who identify drug and alcohol use as problematic in their lives. This report highlights the findings and recommendations from the MDSTF's yearlong process of consultations with community members and stakeholders, policymakers, elected officials, experts, and service providers to inform Santa Fe's alcohol and drug policies.

"New Mexico has long had some of the highest rates of alcohol and drug abuse in the country, and the problem is getting worse. Since 2001, the combined rates of alcohol and drug related deaths in New Mexico rose by more than 60 percent. In 2018, 2,081 New Mexicans died due to alcohol or drug addiction, more than any previous year. Counting deaths is the standard way of estimating the scope of the problem, but we know many thousands more people, along with their children, families and communities, struggle with substance use on a daily basis. The problem is multi-generational and driven by complex underlying issues, such as poverty and trauma. In addition to the human toll, the social and economic costs rise every year: healthcare, domestic violence, child abuse, loss of productivity, incarceration and crime."

– NM Legislative Finance Committee, 2019

Overarching Goals for Santa Fe's Municipal Drug Strategy:

1. Reduce the prevalence of problematic substance use and their impact on individuals, families and communities.
2. Prevent alcohol- and drug-related injury and death.
3. Support our community with compassion and care for any individual who is seeking recovery or who desires to live a healthier life while using.
4. Increase access to health-based support in lieu of arrest and incarceration.

What is a Municipal Drug Strategy Model?

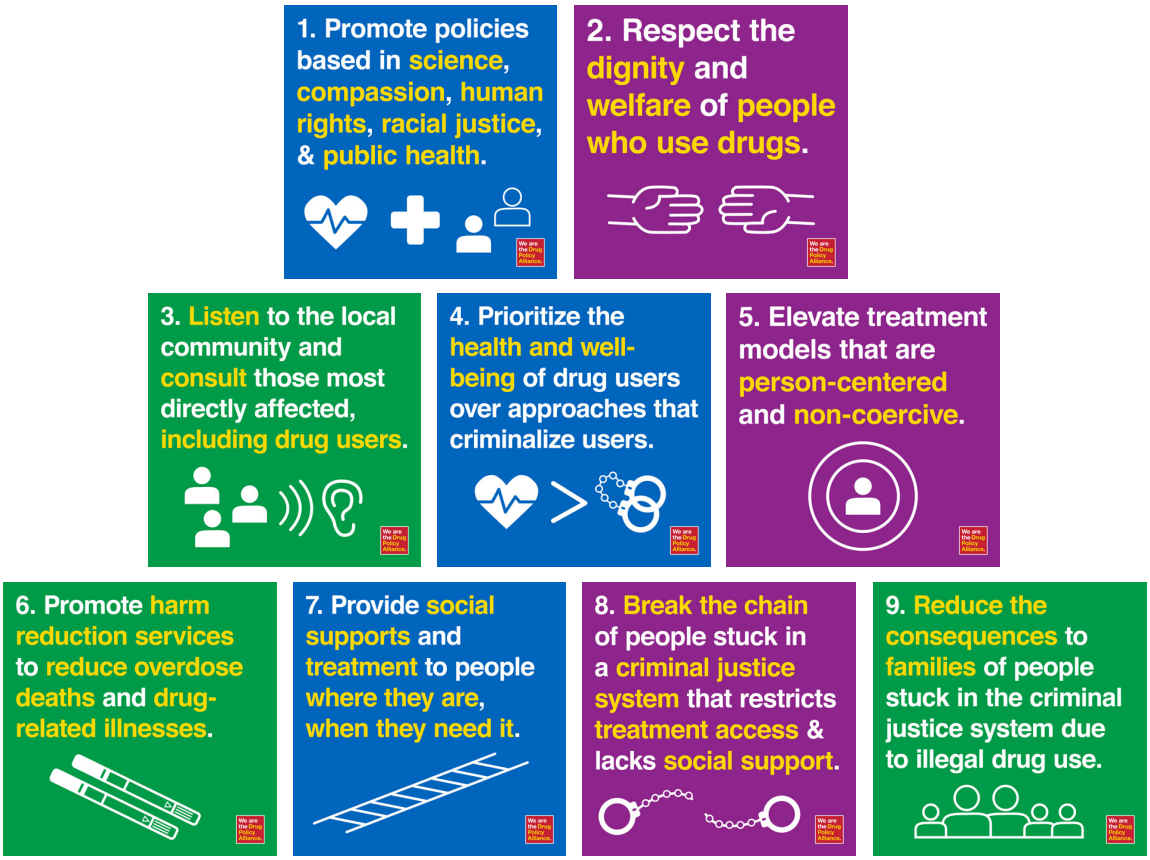
As outlined in the Drug Policy Alliance's white paper "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," the following are components of a municipal drug strategy model that are central to the Santa Fe Plan.

- Unlike "zero tolerance" and abstinence-based approaches, a Municipal Drug Strategy focuses on significantly reducing drug-related and enforcement related harms to individuals who use drugs and alcohol – whether they struggle with addiction or not – as well as to their families and communities as a whole.
- A shift in philosophy is at the core of a Municipal Drug Strategy. Governments at all levels have traditionally treated people who use drugs as criminals in need of punishment, which often leads to violations of their civil and human rights. A Municipal Drug Strategy challenges communities to focus, instead, on mitigating the harm to public health and safety caused by problematic drug use and address the root causes of problematic drug use.
- Solutions and interventions to pressing societal problems, when designed at the local level, reflect the unique character of a community and its people. When there is buy-in from the community, the impact of such interventions is more effective and felt more immediately.
- Proactive engagement of all stakeholders, especially those most impacted by drug and alcohol policies, ensures that the focus is on achieving the most positive outcomes for the greatest number of people in these communities.

MUNICIPAL DRUG STRATEGY GUIDING PRINCIPLES

The MDSTF employed the following principles and values during its work (Drug Policy Alliance, 2018)[3]:

- Promote policies based in science, compassion, human rights, racial justice and public health.
- Respect the dignity and welfare of people who use drugs and alcohol.
- Listen to the local community and consult those most directly affected, including drug and alcohol users.
- Prioritize the health and well-being of drug users over approaches that criminalize users.
- Elevate treatment models that are person-centered and non-coercive.
- Promote harm reduction services to reduce overdose deaths and drug-related illnesses.
- Provide social supports and treatment to people where they are, when they need it.
- Commit to understanding the social determinants of health in the community and generate policies aimed at positively influencing social and economic conditions.
- Break the chain of people stuck in a criminal justice system that restricts treatment access and lacks social support.
- Reduce the consequences to families of people stuck in the criminal justice system due to illegal drug use.



images depicting Municipal Drug Strategy Guiding Principles (courtesy Drug Policy Alliance)

Santa Fe Municipal Drug Strategy Task Force Process

In the summer of 2018, Mayor Webber convened a group of community experts and leaders, representing the various sectors involved with responding to drug and alcohol use. The MDSTF met monthly for over a year to conduct research and gather data, participate in learning session presentations by issue-experts and coordinate a community engagement process to learn about local challenges, resources and community assets and strengths. The MDSTF formed four working sub-committees to assess community input and propose recommendations to the larger task force membership: Prevention and Education, Harm Reduction, Treatment and Public Safety. Findings from community conversations, interviews and surveys are reported later in this paper, and have been instrumental to the development of the MDSTF recommendations.

The recommendations (starting on page 12) developed by the Municipal Drug Strategy Task Force reflect the hard work and efforts of a large number of persons involved in and familiar with the issues related to the use of alcohol and drugs. In the process of meeting, the Task Force members became acutely aware of the importance of the language employed in discussions that often resulted in the development of recommendations. Task force members recognized terminology was often pejorative, negative and counter-productive when addressing issues of addiction and treatment.

Additionally, references to treatment modalities were often imbued with outmoded and prejudicial terminology that was not reflective of progressive, state-of-the-art treatment strategies. The MDSTF recognized that the use of inappropriate terminology could prevent honest and constructive consideration of recommendations representing realistic and potentially effective strategies. Given this understanding, the task force has sought to introduce concepts that are truly reflective of community values and representative of the need for sensitive and empathetic approaches. We have purposefully sought to eliminate references to persons as “addicts,” “users,” “alcoholics” and terms regarding treatment approaches that contain negative connotations. We believe that this approach will enhance and improve public discussion in a productive and constructive manner.

The Santa Fe MDSTF also adopted the following guiding principles as a foundation for all recommendations:

- Rooted in harm reduction and encompass prevention, treatment/recovery, and emergency response/public safety.
- Prioritize human rights, public health and community well-being over costly approaches focused on criminalization.
- Avoid paternalistic decision-making but instead be developed by listening intentionally to the people of Santa Fe and in consultation with those who will be most directly affected by the proposed changes.
- Reduce the collateral consequences to and break the chain of individuals cycling in and out of the criminal justice system without treatment or the necessary social support to address drug & alcohol use.
- Based on the best available evidence about need and effectiveness.
- Rooted in realistic goals/plans where funding, community resources, deficits and feasibility is considered.
- Consider the extensive body of literature documenting the stigma associated with alcohol and other drug use. For people who use drugs, or are recovering from problematic drug use, stigma can be a barrier to a wide range of opportunities and rights.
- Consider critical intersectional identity (race, ethnicity, gender, sexual orientation, socio economic status, disability, marriage status, religion and all other privileged or oppressed factors of identity).
- Elevate social services that include harm reduction and treatment models that are person-centered, trauma informed and voluntary.
- Recognize that existing service systems often operate in silos, and strategies that work across and integrate these isolated entities are desperately needed

Summary of Findings

I. Drug and Alcohol Impact

Santa Fe faces complex challenges associated with problematic alcohol and drug use. According to the November 2019 New Mexico Legislative Committee Report, "Substance Use Disorder Treatment and Outcomes in New Mexico," critical gaps and impacts include the following:

- "Alcohol-related deaths outnumber drug-related deaths, but overdose deaths have increased at a faster rate in New Mexico. New Mexico has ranked in the top three states for alcohol-related deaths since 1981, and according to the Department of Health, has had the highest alcohol-related death rate of any state since 1997."
- "Treatment and funding for alcohol dependence, the deadliest Substance Abuse Disorder in New Mexico, does not meet the scale of the problem, and though effective medications exist for alcohol, as for opioids, they are chronically underutilized."
- "Evidence-based treatments are largely absent in New Mexico's jails despite high rates of substance abuse in the incarcerated population. Similarly, hospital emergency departments are a potentially key intervention point, but nearly half of hospitals in New Mexico do not even stock the drugs used for medication assisted treatment in their pharmacies, and the state has an overall shortage of providers who are able and willing to prescribe these drugs."

Alcohol and drug use significantly overlap with mental health issues, suicides, trauma, sexual assaults and domestic violence. While not included in the scope of this report, it is important to further explore data around the intersection between alcohol and drug use and these issues.

The charts below highlight the scope of the challenge in Santa Fe.

Estimate of People Living with a SUD in Santa Fe County by Substance, New Mexico, 2018

Total Substance Use Disorder	Opioid Use Disorder	Stimulant Use Disorder*	Alcohol Use Disorder	Benzodiazepine Use Disorder	Cannabis Use Disorder	Unspecified Use Disorder**
17,335 (11% of population)	4,561 (3% of population)	1,713 (1% of population)	7,491 (5% of population)	1,563 (1% of population)	1,349 (1% of population)	658 (<1% of population)

Source: New Mexico Substance Use Disorder Treatment Gap Analysis, NM Department of Health, January 2020

*Stimulant Use Disorder included only estimates of methamphetamine use disorder.

**Unspecified Use Disorder includes the estimate of incarcerated persons living with any SUD.

Estimate of the SUD Treatment Gap in Santa Fe County, New Mexico, 2018

People Living with SUD	People Who Received Treatment	People Needing Treatment	% of Persons with SUD Needing Treatment
17,335	8,920	8,415	49%

Source: New Mexico Substance Use Disorder Treatment Gap Analysis, NM Department of Health, January 2020

NM Substance Use Epidemiology Profile – January, 2020

	SF County Rate/100,000	NM Rate/100,000	US Rate/100,000
Alcohol-related Deaths	57.1	65.6	34.7
Alcohol-related Injury Death	27.7	30.9	20.2
Adult Binge Drinking	12.8	14.8	16.5
Youth Binge Drinking	11.5	10.9	13.5
Drug Overdose Death	31.4	25.5	21.7
	Santa Fe County (% using at least once in past 30 days)	**NM**	**US**
Youth Alcohol Use	28.4	26.2	29.8
Youth Current Heroin Use	3.3	2.8	---
Youth Marijuana Use	33.9	27.3	19.8
Youth Methamphetamine Use	3.3	3.2	---
Youth Inhalant Use	6.2	4.8	---
Youth E-Cigarette Use	31.8	24.7	13.2
	Santa Fe County	**NM**	**US**
Adult – Frequent Mental Distress (% reporting in last 30 days)	12.3	13.6	12.7
Youth – Feelings of Sadness or Hopelessness (% 9-12 graders reporting within the past 12 months)	39.8	35.8	31.5

II. Community Conversations

"At the state and federal level, problematic drug use often becomes a matter of statistics, trends, spreadsheets and inflammatory rhetoric. Communities, on the other hand, understand first-hand the drivers of problematic drug use and its impact on individuals, families, neighborhoods, first responders, health professionals and resources. The drive to identify and implement effective solutions springs from those who understand the challenges most intimately."

– Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local"

A primary guiding principle of the Municipal Drug Task Force was to listen intentionally to the people of Santa Fe and consult with those who will be most directly affected by the proposed changes. To achieve this principle the Task Force facilitated community conversations and conducted interviews in an effort to better understand the drivers of problematic drug use and its impacts on the Santa Fe community. Input was gathered from a diverse spectrum of the community so that policy recommendations better reflect the needs of all members of the community, especially those who are often not heard. The policy recommendations (page 12) were grounded in the feedback from these conversations.

Two hundred thirty-one community members participated in community conversations or interviews over the course of a four-month period from November 2018 through February 2019, including individuals directly impacted, those whose voices are often not heard (students, parents, individuals who are currently using drugs or alcohol or are in recovery, homeless individuals, women, immigrants and people of color), as well as community stakeholders (clinicians, nonprofit providers, hospital and Emergency Management Service staff, government and business leaders, and law enforcement). Thirteen community conversations were facilitated involving nearly 180 individuals, as well as a dozen one-on-one meetings and forty-two survey responses from law enforcement personnel.

Feedback from community conversations, surveys and individual interviews are captured in the Findings Report in Appendix B of this report. A high-level summary of findings is highlighted below.

Feedback from Individuals Impacted

Community Conversation – Sample of Findings
Perceived information gap in many communities, especially for youth and the Spanish-speaking immigrant and Native communities, **about the risks of problematic alcohol and drug use, prevention, treatment options, harm reduction and diversion programs.**
Lack of educational, extracurricular and recreational activities for children and youth.
Alcohol and drug education and counseling support for youth in schools could be improved.
Economic insecurity, racism and poor working and housing conditions.
Stigma around alcohol and drug use.
Trauma, PTSD and mental health issues including depression and anxiety are some of the underlying causes for alcohol and drug use.
Treatment is seen more broadly than inpatient treatment programs. Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way.
Medication Assisted Treatment (MAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings.
There is a **lack of awareness of existing harm reduction practices in the community.**
There is a perception that incarceration worsens problematic drug use, as individuals do not have adequate opportunities for treatment, medication assisted treatment or mental health care while in jail.
There is a perception that the **Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.**
Participants, especially individuals from the immigrant community, feel targeted, criminalized and over-policed because of their race, national origin, and economic status.

One overarching theme across all groups was that not all alcohol and drug use is problematic, however, the human toll of problematic alcohol and drug use on individuals and families is devastating. Participants shared stories of how widespread the problem is in communities across racial backgrounds and socio-economic status, and how it has resulted in trauma and chaos not only for individuals directly impacted but for their families. One participant shared: *"It is hard to go anywhere without alcohol being around. It was heavily used and abused even in my church communities. My family has suffered a lot of pain from alcohol abuse. It tore our family apart."*

Feedback from Stakeholders in the Community

Stakeholder Conversation – Sample of Findings
There is a widely held perception that **alcohol use is widespread due in part to its being more socially acceptable as a legal substance, yet is extremely harmful.** Prevention efforts must address alcohol use in addition to drug use through outreach and education of adults, families, youth and children.
Intergenerational substance use is a significant issue and there is a need to break the cycle of problematic family alcohol and drug use.
Problematic employee alcohol and drug use affects local business as employers report that hiring and retention can be problematic. Employers also believe **stigma is a barrier to seeking treatment.**
There is a **lack of adequate medical detox capacity** and options for those who detox in the hospital but then relapse after discharge due to **lack of follow-up treatment.**
Increased behavioral health services are needed, both mental health services (including early screening) and a range of treatment options for substance use.
Alternatives to keep people healthy and alive should be a priority. Ideas discussed included expanded naloxone distribution and education, overdose prevention sites, street outreach and education. Stakeholders also recommended **expanding the capacity for available needle exchange** programs.
Law enforcement personnel and other stakeholders are concerned about the enforcement capacity to address problematic alcohol and drug issues effectively as a result of **staffing shortages, turnover and the size and complexity of the challenges.**

Stakeholders agree that existing policies have been inadequate and to a degree unresponsive to the needs of the community. Stakeholders and community members offered suggestions focused on prevention, treatment, and harm reduction to treat drug and alcohol use as a public health issue that should be addressed together as a community. In order to move towards this vision, it is essential to address the stigma that exists around drug and alcohol use and to engage the broader community in conversations and solutions around local challenges.

One participant from the community conversations shared: *"I have a concern that even though alcoholism and addiction are diseases, community conversations are often shame-based. There is a need to model a different way of perceiving this issue and dealing with it as a community."*

III. What We Heard from the Santa Fe Community: Poll of Santa Fe City Registered Voters, 2018*

- Voters almost universally agree (90% agree, 81% strongly agree) that "current drug policies just don't work. We should shift resources from arrest and imprisonment of low-level drug users toward treatment and rehabilitation."
- Voters want the City to focus on public health and move the city into a different direction when it comes to drugs and drug use.
- A large majority would invest more in treatment/rehabilitation/behavioral health, improve education on drug issues, decriminalize/legalize marijuana or drugs in general, concentrate on heavy drug users, address poverty, bring people together to offer solutions, and create more programs for young people.

* Third Eye Strategies Poll, Spring 2018. 404 active registered voters in the city of Santa Fe, New Mexico. Drawn from a list of registered voters, interviews were conducted on the nights of May 22nd through 29th, 2018. The sample has a margin of error of ± 5.5 percent. Both cell phones and landline numbers were called. Each phone number had an equal chance of being called and random selection was made in households with multiple eligible voters.

Recommendations

I. Municipal Drug Strategy Framework

MDSTF recommendations are presented in six categories in the section below. Although these six areas are not mutually exclusive, they represent an attempt to organize and categorize policies and practices addressing various aspects of alcohol and drug use. Two of the categories, Prevention and Education as well as Economic Security and Community Development, focus on upstream measures that MDSTF members and focus group participants stated were essential to prevent or mitigate the effects of problematic substance use as early as possible. We heard from some of the MDSTF members that the Recovery-oriented Treatment and Harm Reduction pillars should be integrated into one pillar, since the aims of both are often quite similar, even as the methodologies may differ. We also heard from MDSTF members and focus group participants that Public Safety and Human and Civil Rights categories should be integrated into one pillar, to reflect the task force's aims to promote restorative drug and alcohol policies that protect human and civil rights.

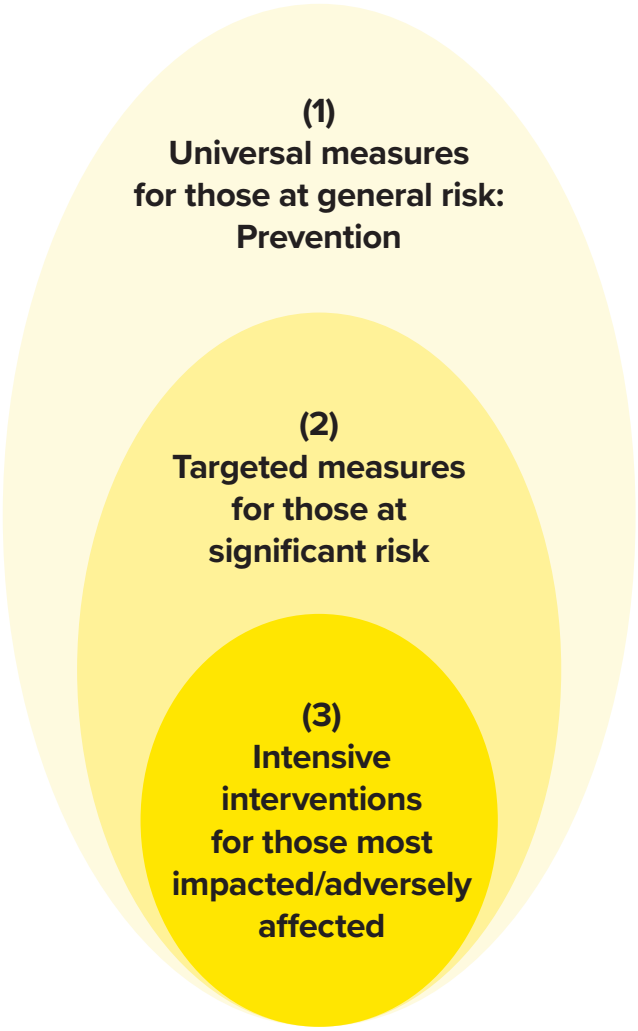
Recommendation Categories:

1. Leadership, Governance and Accountability
2. Economic Security and Community Development
3. Prevention and Education
4. Recovery-oriented Treatment and Harm Reduction
5. Public Safety and Human and Civil Rights
6. Advocacy

The MDSTF identified the following populations and a continuum of universal and targeted interventions in the recommendations outlined in this report.

Priority Populations:

1. Everyone in the general population.
2. Individuals at significant risk include: LGBTQAI, Low socio-economic status/low-wage workers, racial/ethnic minorities, immigrants, non-English speaking persons, individuals experiencing incarceration, foster care and court involved young people, individuals with behavioral health issue, who reside in economically disadvantaged neighborhoods or who experience social inequities and disparities in health.
3. Individuals who are already adversely affected include: high utilizers of emergency room (ER) and jail, law enforcement/EMS involved or pregnant women.



II. Task Force Recommendations

The recommendations presented in this report have been listed in the order of immediate, short-term and long-term. Recommendations labeled "immediate" are actions the task force suggests the City act on within the next few months to a year. Short-term recommendations are actions that should be prioritized over the next two years, and longer-term recommendations may take from one to three years to implement. It is important to recognize that the task force's goal is to develop a comprehensive plan to guide the City's approach to alcohol and drugs. Therefore, many of the recommendations build upon each other and each need to be considered together as part of a comprehensive approach. It is also important to recognize that long-term goals will not be accomplished unless the critical foundational recommendations (many labeled as immediate recommendations) are established over the next year. Recommendations are outlined in the charts with a rationale, city role and description of whether the recommendation is in process or a new initiative.

Color key: timing of implementation

Immediate, < 12 months	
Short-term, 12-24 mos.	
Long-term, 12-36 mos.	

"CITIES CAN PROVIDE SUPPORT FOR VULNERABLE POPULATIONS DIRECTLY, FACILITATE SERVICES FOR THOSE IN NEED, ENCOURAGE DIALOGUE AND COMMUNICATION, BUILD CAPACITY, ADVOCATE TO OTHER ORDERS OF GOVERNMENT, REGULATE ISSUES, AND ACT AS A ROLE MODEL."

– "LEARNING FROM ONTARIO'S MUNICIPAL DRUG STRATEGIES" JOURNAL OF COMMUNITY SAFETY & WELLBEING, 2017

A. Leadership, Governance and Accountability

Members of the MDSTF, many who represent fields across the existing local system of care, identified the limitations of current initiatives that structurally operate in silos. While there are many different organizations and agencies that are working to improve the lives of people in Santa Fe, they are often underfunded and not working in coordination with each other. MDSTF members propose that the City play a key role in working with community partners to align and integrate alcohol and drug policies and services to address critical gaps and better leverage resources in Santa Fe. MDSTF members recommend that the City take a leadership role in collaborating with community partners to coordinate effective strategies around prevention and education, community and economic development, recovery-oriented treatment and harm reduction, and public safety efforts.

Leadership, Governance and Accountability Recommendations	Rationale	City Role	In process or new?
A1) Create a position within city government with a specific focus on alcohol and drug policy, drug user health, treatment and social supports, and harm reduction.	The position would be responsible for conducting research and planning, coordinating across city departments and with department administrators, partnering with other levels of government and leading the implementation of the recommendations of the municipal drug strategy task force among other tasks. Other cities across the nation, including Denver, New York and Houston, have created key offices and positions responsible for implementing behavioral health recommendations from city task forces.	Funding; Leadership	New
A2) Fund community-based housing advocacy services to assist with passing policy addressing accessibility and protections from displacement.	Policies to include: ban the box in rental applications for convictions and medical cannabis patient status, for-cause eviction protections, stronger safety net services for rent-burdened Santa Feans, and increased funding for renters' rights programs and legal aid. A recent Santa Fe County Community Services Gap Analysis showed that a disproportionate amount of individuals and families who are Latino, Spanish speaking, and who live in high poverty areas are paying up to 50% of their income on rent or housing. High costs and other barriers to housing such as discriminatory rental practices (i.e. based on immigration status, LGBT status, national origin, race/ethnicity, disability, etc.), arbitrary evictions, criminal convictions, and poor credit history also lead to increased financial problems, unhealthy and unsafe living conditions, and homelessness.	Funding; Collaboration	New
A3) Create a new funding stream, coordinated with other local funders, dedicated solely to the provision of community-based behavioral health and harm reduction services.	Creation of funding could be through a local tax increase (i.e. tax on second homes), the local cannabis tax, and/or opioid pharma settlements. Although the County is the primary provider and funder of health services for city residents, the City is currently involved in program delivery by facilitating and funding programs and services on a regular basis. Given the need and demand for increased behavioral health services, the City's role should be expanded in collaboration with other local funders. The City has a key role to play in supporting vulnerable populations.	Funding; Collaboration	New
A4) Work with funders to standardize and streamline contractor requirements around employee training and quality standards of care.	Ensure the City of Santa Fe has the same contract requirements as other funders for continuing education for direct service employees. Performance standards and expectations can foster improvements in community health and safety.	Collaboration	New

B. Economic Security and Community Development

"The state's poor performance on most key social determinants of health contributes to the prevalence of substance use disorder and the gravity of its outcomes."

– New Mexico Legislative Finance Committee Report, 2019

Economic security and a healthy workforce are key factors in preventing problematic substance use. Participants in community conversations indicated that low and unstable wages, long working hours, unsafe working conditions, high housing costs, and lack of affordable health and childcare weaken family and community cohesiveness, often lead to risky behaviors, and prevent access to needed services including substance use disorder treatment. Numerous individuals impacted by problematic substance use shared stories during MDSTF interviews about the impact poverty and lack of housing, food, transportation, access to health or behavioral health services or other basic needs has affected their recovery. One participant shared, "having my basic needs met has helped me in my recovery. If you don't have this, how can you advance in life?" Communities affected by high rates of drug and alcohol use need equal access to community and economic development opportunities and services.

A growing body of evidence suggests that communities in economic distress register higher incidences of drug overdose deaths than those that have more economic opportunities. A 2017 Brookings report highlighted that "among high-poverty counties [in the U.S.] – those with poverty rates of 20 percent or higher - Forty-one percent (342 of 829) reported above-average death rates due to drug poisoning in 2015. In contrast, only 13 percent of counties with poverty rates below 10 percent had above average death rates (56 of 438)."

The MDSTF is recommending a holistic approach to support and expand existing efforts and new initiatives to improve youth and family development, economic security, and the public health of communities, especially for those communities that have been historically underserved or where there are health disparities. The MDSTF proposes that investments in economic and community development will positively impact the social determinants of health and health disparities, and lead to lower rates of problematic alcohol and drug use. Investing in under-resourced communities can reduce drug use while addressing a host of other public health problems that are also related to poverty.

"IT'S HARD TO GET HEALTHY WHEN YOU DON'T HAVE ENOUGH FOOD TO EAT."

– SANTA FE FOCUS GROUP PARTICIPANT

Economic Security and Community Development Recommendations	Rationale	City Role	In process or new?
B1) Research and reduce barriers to harm reduction housing by working with community providers to implement housing that provides a safe place for individuals to use substances including alcohol.	Harm reduction housing is an approach that focuses on finding and sustaining housing for people who are experiencing homelessness and are actively using drugs and alcohol. Services offered in a Harm Reduction Housing model are included for many challenges associated with homelessness and drug and alcohol use, such as counseling, financial skills training and treatment. Research of harm reduction based housing projects in Canada, the U.S., and the U.K. found this approach is an effective way to address the needs of homeless individuals who use substances, including alcohol.	Research & Planning; Collaboration; Leadership; Funding; Advocacy	New
B2) Seek funding to expand the Better Way project to specifically work with individuals in early recovery.	The Better Way project is a city subsidized program where a van picks up workers to do work on city owned properties for the day and pays them. Employment is a protective factor that mitigates the risks for problematic substance use.	Funding	In Process
B3) Strengthen the economic security of low-income families in Santa Fe by improving wages and working conditions.	Specifically we recommend: raising minimum wage for workers, including tipped workers; mandating guaranteed sick leave, family paid leave, and fair scheduling in hospitality, retail, restaurant, and other low-wage industries; strengthening local enforcement programs of City employment laws (i.e. minimum wage and discrimination protections) & collaborating with other government agencies to improve enforcement of state/federal employment laws (i.e. wage & hours, overtime, health and safety, and anti-discrimination protections); and, supporting job readiness and workforce development programs for adult workers and youth. Economic security and a healthy workforce are key factors in preventing substance use. Unchecked employment violations often lead to problems with economic and health wellbeing.	Legislation; Advocacy; Collaboration	New
B4) Ensure adequate funding and financing to support short and long-term affordable and subsidized housing programs and support services that prioritize low-income Santa Feans, people experiencing homelessness or who are precariously housed and who are in danger of being homeless, individuals in recovery, treatment and who are currently using, as well as their families.	Specifically, we recommend that the city leverage advocacy efforts and all housing resources including HUD funding, public housing options etc. to promote an increase in capacity for housing opportunities such as: Emergency shelter; affordable and subsidized housing (both rental and first time home-buying); senior housing; permanent supportive housing; sober living/recovery housing; transitional living; and, extended residential treatment. Housing insecurity poses a dire threat to family stability and emotional wellbeing and can lead to problematic substance use among workers, youth, and people experiencing homelessness.	Funding	In Process
B5) Collaborate with community partners to create and fund a community mentorship, job training & employment project with local business owners to employ treatment graduates and THRIVE participants.	Employment is a protective factor that mitigates the risks for problematic substance use. MDSTF recommends looking into opportunities for the City to provide tax cuts or other incentives to business owners for this initiative.	Collaboration; Direct Service; Funding	New

C. Prevention and Education

"Our kids are hurting. They are severely depressed at 11 and 12 years of age. They listen to dark lyrics. They are taking any drug they can find – Advil, Nyquil, prescription drugs, marijuana. They take drugs because they don't want to be awake."

– Santa Fe Community in Schools staff

The MDSTF repeatedly heard from community members, law enforcement and stakeholders that it is essential to support young families, children and youth as early as possible to address the root contributing factors of problematic substance use. In addition to addressing the social determinants of health through community and economic development, effective drug prevention programming should be supported and expanded. Both young people and the adults in their lives need more effective drug education, skills building and prevention programming that facilitate positive youth development. The MDSTF proposes that the City continue to collaborate with the Santa Fe Public School District and community partners to support coordinated and geographically targeted programming for youth that address root contributing factors of drug use such as trauma experienced by youth and their families. It is also essential to support education for families, City staff and stakeholders around culturally and linguistically-appropriate care, as well as trauma-informed and restorative justice practices.

"I HAVE A CONCERN THAT EVEN THOUGH ALCOHOLISM AND ADDICTION ARE DISEASES, COMMUNITY CONVERSATIONS ARE OFTEN SHAME-BASED."

– SANTA FE FOCUS GROUP PARTICIPANT

Prevention and Education Recommendations	Rationale	City Role	In process or new?
C1) Assist in funding the evaluation for the SFPS District's implementation of Safety First, a science-based and compassionate drug education curriculum, for 9th and 10th graders.	In response to a lack of accurate, science-based and compassionate drug education resources, a new set of materials called Safety First have been developed by the Drug Policy Alliance. The Safety First program is designed to foster open and honest conversation among teenagers, educators and parents.[4] Unlike D.A.R.E. and other abstinence-only programs, Safety First is based in the philosophy of harm reduction. When it comes to drug education, a harm reduction approach discourages young people from using alcohol and other drugs. The Santa Fe School District will be piloting the Safety First curriculum in one local high school this coming year.	Funding	In Process
C2) Fund and support research-driven, culturally, linguistically, and age-appropriate community education.	Education should focus on factors leading to problematic substance use; drug identification; risks of drug use, harm reduction; and treatment options for youth, parents, families, medical providers, law enforcement, and the community at large, with a core objective of eliminating stigma against those who use substances problematically.	Funding; Collaboration	New
C3) Partner with stakeholders to identify curriculum/community-based education for parents, families, and the community at large that eliminates substance use stigma and provides up to date information on harm reduction, including education on alcohol.	The detrimental effects of stigma on people with substance use disorders are acute and far-reaching. Stigma exacerbates social alienation and has the potential to impact adversely all domains of life, such as employment, housing, social relationships, mental and physical health, access to treatment and harm reduction services. "Community-based education programs that are aimed at eliminating stigma is attributed to significantly reduced stigmatized attitudes[5].	Collaboration	New
C4) Require all city workers including fire and police employees to engage in continuing education to better understand behavioral health issues.	Behavioral health makes up a large percentage of fire and police calls for service. It also manifests in many interactions City employees have with the public. Trainings such as crisis intervention, trauma-informed care and others covering issues of mental health, substance use, adverse childhood experiences and social determinants of health can better prepare City staff to interact in a positive and productive manner with individuals experiencing behavioral health issues.	Education	New
C5) Fund coordinated and geographically targeted youth engagement and programming with local stakeholders such as school, community organizations, recreational programs, business associations, etc.	Programs should include, but are not limited to: youth mentorship; safe recreational spaces with access to physical and nontraditional educational opportunities; and, economic support for disadvantaged/high risk families for engagement in available services. The engagement of youth in a variety of programming from mentoring to recreational activities is a strategy for preventing harm from substance use. Research shows that such programs can contribute: to reducing crimes committed by minors; increasing positive and reducing negative behaviors; exposing youth to less violence; improving performance; decreasing health care costs; increasing economic contributions of young people when they reach adulthood; and, increasing self-confidence, optimism, and initiative. [6]	Funding; Collaboration	In Process

D. Recovery-oriented Treatment and Harm Reduction

"Reducing stigma would help people stay alive. My pride hindered my own ability to get support. It took me awhile to participate in the safe needle exchange after witnessing people use dirty needles repeatedly. Continue the distribution of Narcan to prevent overdoses. Again, de-stigmatizing drug use is key to keeping people alive."

– Santa Fe Focus Group Participant

Providers and community members want a treatment system that is client centered and recovery oriented. We heard repeatedly from individuals who use alcohol or drugs problematically that there are gaps in the service system and access to treatment is often limited due in part to the lack of affordable treatment options available to individuals at the time they are ready for treatment. Individuals in recovery programs shared stories of long waits and other barriers that prevented them from accessing treatment earlier. People who use alcohol and drugs noted that the services they need are not always the services that they are offered. People in treatment and/or currently using drugs require better service integration and ancillary services to help address basic needs. Some people who use alcohol or drugs may not need or benefit from treatment and instead would benefit from harm reduction services or other supportive services. "Harm reduction is a set of practical strategies and ideas aimed at reducing negative consequences associated with drug use. Harm reduction incorporates a spectrum of strategies from safer use, to managed use to abstinence to meet drug users "where they're at," addressing conditions of use along with the use itself."[7]

There is also concern that the community lacks transitional living and integrative services and programs to support long-term sobriety once the individual has completed a treatment program. Additionally, women in recovery shared that there are limited treatment options for women with young children while the need far exceeds community capacity. Keeping families together can prevent further generational trauma. There is also a perception that there are insufficient drug treatment and ancillary programs available to Spanish speakers and to the immigrant community at large. Additionally, we heard from people who use drugs and alcohol that there are insufficient mental health services to help people get appropriate care and support to deal with trauma and PTSD instead of using alcohol and drugs to cope.

A theme from community consultation findings was that there is a need for various points of access to services, which are responsive to the windows of opportunity where individuals are ready to engage, and especially during times of transition (e.g., transitioning from jail to the community or from shelter or temporary housing). Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way. Participants discussed the importance of providing support with employment, education, housing and childcare to provide stability and safety as a core function of treatment. Other recommendations included: opioid agonist therapy (OAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings; numerous individuals reported successful treatment with buprenorphine programs and recommended that these programs be expanded; Individuals impacted and community stakeholders also stressed the need to increase awareness of existing harm reduction practices in the community and to expand harm reduction outreach and education to users, families and the community at large.

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D1) Collaborate with the County, local hospitals, and other stakeholders, to plan and host interagency interdisciplinary peer-informed collaborative case staffing meetings as a model of prevention and treatment service delivery.	There are many Santa Fe residents who have frequent hospital visits and complex medical and social needs that require navigation of a complicated healthcare and social service landscape with providers that do not always effectively communicate with one another. Integrated peer-informed collaborative case staffing models or interpersonal care coordination teams are one way to address disease management and provider communication. [8]	Collaboration	In Process
D2) Ensure city bus routes go to treatment, harm reduction and prevention services and offer bus passes to individuals engaged in treatment to help facilitate access to care.	Transportation is a significant barrier to accessing treatment services in our community. Lack of transportation and the resources to utilize public transportation can lead to rescheduled or missed appointments, delayed care, and delayed or missed medication use. These consequences may lead to poorer health outcomes.[9]	Direct Service; Education	New
D3) Create a Safe Needle Disposal public education campaign that may include printed materials, PSA's and a page on the City's website on what to do with found needles, locations of disposal sites, referrals to syringe service programs, and other resources.	Continue to support the implementation of a public sharps container program in places like parks, local businesses, motels, etc. NM's Southwest CARE Center reports collecting an average of 800 used syringes/needles per month within city limits. Public discarding of used injection equipment poses significant health risks to the community. Risks include, but are not limited to, hepatitis C and other blood borne pathogens found in used needles and syringes. Installation of public sharps disposal boxes is a cost-effective way to prevent infectious diseases and can encourage increased safe disposal for individuals who don't have immediate access to biohazard containers. It is also a good way to address the public's fear to congregate in public areas with an increase in littered sharps.	Education; Funding	New
D4) Fund community-based organization (s) to distribute naloxone in non-traditional settings such as grocery stores, and other highly visible public places.	This should also include overdose response boxes (naloxone and face shields) in parks, city buildings, local businesses, motels, libraries, etc. Last year, there were more than 35,000 two-dose Narcan Nasal Spray (NNS) kits distributed statewide. This resulted in 2,139 reported opioid overdose reversals by laypeople. However, there are still public venues where NNS could be distributed to community members not reached by current statewide efforts. Information from the Centers for Disease Control and Prevention and other academic institutions nationally show that laypeople reverse more opioid overdoses using naloxone than paramedics and law enforcement combined. The City should not rely on state and county funded naloxone distribution programs and begin creatively engaging the public with overdose recognition and response trainings, and corresponding NNS distribution.	Funding	New
D5) Provide funding for jail community re-entry programs and services (an example could be to help fund a city/county re-integration center) specifically designed for formerly incarcerated individuals and their families.	Research suggests that people leaving jail are often not prepared for release and, when released, encounter challenges in accessing the programs and services that help them become healthy, productive members of their communities. The needs most frequently self-identified by program participants prior to their return into the community included transportation, clothing, food, housing, and employment or vocational training.[10]	Funding; Collaboration	New

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D6) Research Injectable Opioid Treatment and assess the potential as a viable intervention in Santa Fe. If appropriate, implement a supervised injectable opioid treatment pilot project using prescription hydromorphone or diacetylmorphine.	For people who use drugs who have not found success with methadone or buprenorphine, the most dramatic developments in drug substitution therapies have been in the field of Injectable Opioid Treatment. These services, as part of comprehensive treatment strategies, provide substantial benefits to long-term heroin users who have not been responsive to other treatment. Studies have shown that those enrolled in injectable opioid treatment demonstrate a reduction in drug use and an improvement in overall physical and mental health. Additionally, several studies have found that individuals who participated in these programs significantly reduced their involvement in criminal activities, generating large enforcement cost savings.[11]	Research & planning	New
D7) Community Services Department to encourage grantees to use a peer recovery model and integrate peer support, family support and navigators in the role of reducing barriers and increasing access to care and supporting individuals in early recovery.	The range of benefits for those receiving peer support services include: increased self-esteem and confidence; improved problem solving skills; increased sense of empowerment; improved access to work and education; more friends, better relationships, more confidence in social settings; greater feelings of being accepted and understood (and liked); reduced self-stigmatization; greater hopefulness about their own potential; more positive feelings about the future; and, increased access to treatment and social supports. Benefits of utilizing a peer recovery model also extends to the peer worker and the organization.[12]	Collaboration	In process
D8) Help fund medical detoxification services located within the City and ensure that it is recognized as part of the continuum of care.	"Withdrawal systems vary from substance and while some may be only mildly uncomfortable, some can be life-threatening. Medical detox provides patients with medication and medical treatment in order to prevent and address complications."[13] Detoxification alone is not treatment, but some individuals may need or want to medically detox to move on to other treatment options and services. Medical detoxification services should be an integral part of a continuum of care model.	Funding; Collaboration	New
D9) Ensure and promote that city funding is allocated for highest risk groups such as people who use drugs problematically, HIV/ AIDS patients, pregnant women and immigrants whose immigration status bars them from accessing subsidized health care, i.e. advocate for the New Mexico based legislative campaign to provide state subsidized insurance coverage for immigrant families not covered by the Affordable Care Act.	For those at significant risk of problematic substance use, protective factors include, individual and cultural resilience; community cohesion; and access to healthcare, education, and other resources. To be best practice, services and resources should be research driven, trauma informed, and culturally and linguistically relevant and responsive.	Funding	New

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D10) Collaborate with local partners to ensure a full treatment continuum exists in Santa Fe for substance use disorder treatment to include detoxification, short and long term residential treatment, crisis response, regular and intensive outpatient treatment, psychiatry, and adequate access to care for all substance use disorders and ensure that nobody is turned away for having a particular substance in their system.	There should exist a no wrong door model that ensures individuals receive the comprehensive care they need regardless of where they enter the system. Also consider incorporating the one-door model, the integration of primary care, detox, mental and substance use disorder treatment, etc. "Continuum of care refers to a treatment system in which clients receive treatment at a level appropriate to their needs and then step up to more intense treatment as needed.[14]" An effective continuum of care relies on an integrated, person-centered network of community-based services. The longer a person/ family is engaged in this type of system of care the better the recovery outcomes will be.	Collaboration	In Process
D11) Collaborate and fund community partners in creating low threshold, harm reduction focused, drug and alcohol treatment on demand, including mobile treatment.	This includes supporting: increased availability of buprenorphine by building on the Santa Fe SAMSHA grant for buprenorphine inductions in the home or on the street; efforts to increase capacity of medication assisted treatment prescribers and PCPs in community who are comfortable assessing and treating SUD, and ER-based medication assisted treatment programs. Today in the U.S., people who want and are ready to access treatment are faced with serious barriers, including long waiting lists, high treatment costs, funding cuts, and lack of appropriate treatment services in their community. There is a need for treatment-on-demand policies at a local level that create immediate access to drug treatment for anyone who needs it, without emphasizing punishment. Findings from San Francisco, CA's initiative, "suggest that access to treatment improved with implementation of a treatment-on-demand policy."[15]	Funding; Collaboration	In process

E. Public Safety and Human and Civil Rights

"There is a better approach: help rather than punishment."

– Santa Fe Community Focus Group Participant

The MDSTF heard from community members and stakeholders that there is a desire to change current law enforcement approaches given the growing attention to the human and economic costs of incarceration and racial disparities in arrests and convictions at national and local levels. Our community conversations also revealed that there is an impression that the Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.

Community members expressed interest in approaches to public safety that focus on community development and capacity building, innovative policing and EMS practices, and community engagement and collaboration and move away from incarceration. Community members consulted agreed that alcohol and drug use is a health problem and criminal intervention does little to deter the usage of drugs. Furthermore, research shows that the harms associated with criminalization can outweigh the harms associated with drug use. Encounters focused on criminalization of drug use deepen mistrust between police and community members, and do nothing to break the cycle of repeated incarcerations and the effects this approach has on individuals, their children and families. In particular, immigrants are particularly vulnerable under drug laws since they can face deportation for even minor drug-related violations. Members of the immigrant community in Santa Fe reported that they feel targeted and over-policed because of their race, national origin, language and economic status.

The MDSTF recommends that the City of Santa Fe redirect law enforcement and community resources from criminalization to increasing access to services such as LEAD and other services and develop policies and practices that promote restorative approaches to drug and alcohol use. The MDSTF also recommends that the local Emergency Medical Service (EMS) system (which is administered by the Santa Fe Fire Department) should be positioned to be a key element in a municipal drug strategy. Not only are Santa Fe's EMTs on the front lines of caring for those using drugs but, the Fire Department is the City's only provider of direct healthcare services.

"CURRENT DRUG-RELATED POLICING PRACTICES AND INCARCERATION ARE COSTLY, CREATE ANTAGONISM BETWEEN POLICE AND COMMUNITY MEMBERS, AND MAY BE MAKING SOME COMMUNITIES LESS SAFE."

– BLUEPRINT FOR A PUBLIC HEALTH AND SAFETY APPROACH TO DRUG POLICY, 2013

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E1) Develop public safety strategic plans (SFFD and SFPD) that align with the City's commitment to a health-based approach to public safety encounters involving behavioral health, alcohol and drugs rather than a criminalized approach. Revise the SFFD and SFPD efforts to recruit new employees to align with the City's strategic vision for a public health-based approach to public safety.	The MDS Task Force recommends and realizes that to be effective we need to move away from a siloed approach to services provision and that all city agencies must share the same core values in responding to the global problem of problematic drug and alcohol use. In order to ensure success, the department must take the lead in not only training current employees but also recruiting new employees who can embrace these values. Too often, changes in administration can radically affect programs. Many of the needed changes are multi-year projects that require a strategic approach and a long attention span. A strategic plan can provide a roadmap as well as benchmarking to understand progress made over a multi-year period.	Research & Planning; Leadership	New
E2) Coordinate with the THRIVE/ LEAD Policy Coordinating Committee to expand the program to include additional substances and other behavioral health issues beyond opioids.	Currently, the Santa Fe THRIVE/LEAD program serves only individuals with problematic opioid use. THRIVE stakeholders, including law enforcement and clinical staff have advocated that individuals using other drugs and/or who have serious mental health issues could also benefit from the program.	Collaboration; Funding; Direct Service	In process
E3) Communicate "A New Face of Public Safety: Incorporating Public Health as part of Public Safety" by moving away from SFPD and SFFD public images of high-tech equipment and high-intensity approaches (e.g., SWAT vehicles and ladder trucks); instead place more emphasis on images that reflect the reality of the majority of service calls -and the Departments' strategic visions and commitment to harm reduction and community health.	The community's understanding of the police and fire departments are largely a product of those department's branding campaigns which focus on very low frequency events and don't accurately reflect the day-to-day operations of these departments. This leads to a misunderstanding of community risk, recruitment of individuals who may not be interested in the majority of the work performed by those departments and, to a large degree, perpetuate a brand that is incongruent with reality.	Education; Leadership	New
E4) Introduce a resolution supporting the reduction of penalties, at a state level, for possessing drugs for personal use from a felony to a misdemeanor.	In New Mexico, the simple possession of any amount of drugs other than marijuana, including residue found on drug paraphernalia such as a pipe or a spoon, is a fourth degree felony that can land one in state prison. Twenty states (20) have either never made possession a felony or have reformed their state laws making possession a misdemeanor. In the past five years, states like Oklahoma, Utah, Connecticut, Alaska, Oregon, Colorado and California have all reclassified drug possession to a misdemeanor. [16]	Legislation; Advocacy	New

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E5) Seek funding for the recruitment and hiring of additional public safety behavioral health staff workers within the Fire Department, and encourage the formalized use of these staff by police officers responding to service calls.	The City of Santa Fe is already part of a growing movement by emergency response agencies to adopt a mobile integrated health care (MIH)/community paramedic model that provides services in the home and nonclinical environments for those who access the 911 system. This model is in the best interest of both patients and community health to prevent illnesses and hospitalizations.[17]	Funding; Direct Service	In Process
E6) Partner with SFPS, private and charter schools, County Teen Court Program, CYFD/Juvenile Probation and Parole, District Attorney, and others to create and implement a city juvenile arrest diversion program for substance use related issues.	Being arrested as an adolescent can impact a person's health and life trajectory profoundly. Once arrested, a juvenile is more likely to be arrested again and less likely to graduate high school. Youthful misbehavior can be a signal of unmet needs or trauma. Diversion is a promising practice to reduce youth involvement with the justice system while offering restorative and rehabilitative opportunities for the adolescent and their family.	Collaboration	New
E7) Incentivize (financially and through public recognition) the proposal of, adoption by, and interest in innovative approaches to emergency response by SFPD and SFFD staff. Showcase the SFPD's and SFFD's innovative and trauma-informed response models.	Line officers have a wealth of experience to help develop innovative and trauma-informed responses.	Leadership; Funding	New
E8) Compile research about effective restorative justice programs and best practices in other cities, evaluation strategies, training opportunities for stakeholders and law enforcement, and potential funding for pilot projects in Santa Fe; develop a report with recommendations for restorative justice pilot projects that would involve local law enforcement, local courts, the schools, and other stakeholders.	Research shows that restorative justice (RJ) programs reduce recidivism and crime, decrease incarceration of young people, lower costs in the criminal justice system (which can be used for a range of prevention and treatment programs) and have high participant satisfaction rates among victims, offenders, community members and public safety officials, leading to greater trust and family and community cohesiveness. RJ capitalizes on second chances, restores community bonds, and promotes peer and community connectedness.	Research and Planning; Education; Leadership	New
E9) Compile new and emerging research on public safety/emergency and innovative public safety/ emergency responses implemented in other jurisdictions and provide information gathered to city leadership.	Other communities and municipalities have already begun to implement and research new approaches to meet current challenges to emergency response and the public safety response system, specifically as they relate to the unique behavioral health needs of people dealing with alcohol and substance use issues[18], e.g., Albuquerque, NM[19], Memphis, TN[20], Seattle, WA[21], and Colorado Springs, CO[22]. Rather than reinventing the wheel, we recommend that the City consider whether these approaches might be appropriate for our community.	Research & Planning	New

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E10) In coordination with the County's Crisis Center and Mobile Crisis Response team, expand multidisciplinary crisis response services including the development of a 1-year pilot program for a three-person "co-response team" (SFPD employee, SFFD employee, "public safety behavioral health staff worker") for dispatch to all service calls with a behavioral health component.	Law enforcement agencies and EMS systems across the country are integrating crisis response models in to their agencies. This model of collaboration is shown to improve how police, fire/EMS, mental health services, and communities respond to mental health and substance use crises. Research also suggests that such models increase safety in encounters, increase diversions from the criminal justice system, reduce arrests, increase mental health service utilization, and decrease use of high-intensity police units and use of force.[23] This model will also reduce unnecessary fire suppression apparatus use and transports to emergency rooms.	Collaboration; Funding; Direct Service	In Process
E11) Collaborate with the County to ensure City residents' access to best practices/standard of care treatment for opioid dependency (induction and maintenance to include opioid agonist therapy (OAT) including buprenorphine and methadone) at the Santa Fe County Adult Detention Center.	Individuals recently released from correctional settings are up to 130 times more likely to die of an overdose than the general population, particularly in the immediate two weeks after release. Given that approximately one quarter of people incarcerated in local jails and prisons are opioid-dependent, initiating OAT behind bars should be a widespread, standard practice as a part of a comprehensive plan to reduce risk of opioid fatality. In light of the opioid crisis, it is imperative to ensure that evidence-based, effective drug treatment and harm reduction resources are available to all.[24]	Collaboration; Advocacy; Leadership	New

F. Advocacy

"...Lively, diverse, intense cities contain the seeds of their own regeneration, with energy enough to carry over for problems and needs outside themselves."

– Jane Jacobs, *The Death and Life of Great American Cities*

The MDSTF recommends the City of Santa Fe increase efforts to advocate for policies and practices at a state and local level across the areas of prevention, community and economic development, treatment and harm reduction, and public safety as identified by sub-committees. While the recommendations in this report highlight ways a local municipality can impact problematic alcohol and drug use through direct services, collaborations, funding and internal policy change, it is important to understand that the City will have only a limited impact if it does not work in coordination with community stakeholders and other local and state jurisdictions. The recommendations below highlight the role the City can take to advocate for restorative policies with partners including the Santa Fe Public School District, County of Santa Fe, state agencies and state government.

Advocacy Recommendations	Rationale	In process or new?
F1) Advocate at a state level for cannabis legalization as a way to increase the local tax base and direct funds to treatment, harm reduction, prevention and education.	Local excise taxes on adult use cannabis should be used for local social services and support. Although the legalization bill proposed during the 2020 New Mexico legislative session was not passed, there will likely be future similar efforts in future legislative sessions. Such legislative efforts should include provisions which would create a municipal excise tax of up to 4% for cannabis products sold in the jurisdiction. It is estimated that the city of Santa Fe could receive an upwards of $1,000,000 in the first year of enactment of such an act alone.	In Process
F2) Advocate to local and state agencies, including law enforcement, corrections institutions and officers, not to inquire about immigration status or communicate national origin or legal status to federal immigration authorities.	Promoting connected and resilient communities where everyone feels respected, safe, and belongs is key to preventing problematic substance use. Collaboration between local governments, law enforcement, jails and ICE for the express purpose of detecting, apprehending, detaining, and deporting undocumented immigrants prevents people from seeking public safety services, accessing harm reduction and treatment programs, and experiencing a general sense of trust, permanence, and community belonging. While the City and the County have strong non-inquiry and non-cooperation policies relating to federal immigration authorities, CYFD, the State Police, Probation, and Parole do not.	In Process
F3) Advocate at a state level for increase in alcohol excise tax and for greater access to allocation of funding from alcohol tax.	Increased alcohol taxation represents a powerful yet simple, cost-effective, evidence-based policy initiative to save lives, improve health, and reduce crimes such as domestic violence and sexual assault resulting from alcohol misuse. The total cost of excessive alcohol use in New Mexico in 2010 was $2.23 billion.[25] While federal, state, and local excise taxes on alcohol have existed for years, these taxes have not been adjusted for inflation, resulting in alcohol that is the most affordable it has ever been in more than 60 years.[26] Doubling the alcohol tax could mean raising the price of a drink by as little as ten cents per drink, but could reduce alcohol-related mortality by an average of 35%, traffic crash deaths 11%, sexually-transmitted infections 6%, violence 2%, and crime 1.4%.[27]	New

Advocacy Recommendations	Rationale	In process or new?
F4) Advocate to the County to provide 24/7 public transportation to people being released from the Santa Fe County Adult Detention Facility and ensure all those incarcerated are aware of the service.	Alan Cruthirds, incarcerated for two days after being cited for drinking alcohol in public, a misdemeanor, had been released from the Santa Fe County jail just hours before he died. He was struck by multiple cars while crossing the highway at about 7 p.m.....Although jail officials say they offer transportation to those who have been released, former inmates and advocates contend the options to return to Santa Fe are limited – if they know about them at all. But because many inmates are released later in the evening or in the early morning, they often walk.[28]"The distance between the Santa Fe County Adult Correctional Facility and the Interfaith Community Shelter at Pete's Place is 8.5 miles; 3 hours by foot.	New
F5) Advocate at a state level for an appropriation for a hydromorphone pilot at the University of New Mexico	For drug users who have not found success with methadone or buprenorphine, the most dramatic developments in drug substitution therapies have been in the field of Injectable Opioid Treatment. These services, as part of comprehensive treatment strategies, provide substantial benefits to long-term heroin users who have not been responsive to other treatment. Studies have shown that those enrolled in injectable opioid treatment demonstrate a reduction in drug use and an improvement in overall physical and mental health. Additionally, several studies have found that individuals who participated in these programs significantly reduced their involvement in criminal activities, generating large law enforcement cost savings.[29]	In Process
F6) Advocate at a state level to ensure drug-checking kits are no longer considered drug paraphernalia in the state's controlled substance act.	Recently, in Santa Fe, harm reduction providers have noted that there have been increased cases of fentanyl in the drug supply unbeknownst to users. Technology exists to test drugs for dangerous adulterants, but it has so far been mostly unavailable at a public level in the U.S. Making drug checking services available in the context of a community outreach service would save lives and reduce hospitalizations and also allow for real-time tracking of local drug trends. The service can also help to connect people with local treatment and harm reduction services. Drug checking kits are currently illegal under NM state law.	New
F7) Advocate to Santa Fe Public Schools for district policies to limit school suspensions, expulsions, arrests, and all exclusionary school discipline practices. Instead, employ restorative justice practices.	Restorative justice is a community centered approach to crime that protects, restores, and improves public safety; recognizes and supports victims; allows offenders to be accountable and make amends; repairs and builds community relationships and trust; and promotes the reintegration of offenders into society. Research shows that restorative justice (RJ) programs reduce recidivism and crime, decrease incarceration of young people, lower costs in the criminal justice system (which can be used for a range of prevention and treatment programs) and have high participant satisfaction rates among victims, offenders, community members and public safety officials, leading to greater trust and family and community cohesiveness. RJ capitalizes on second chances, restores community bonds, and promotes peer and community connectedness.	New
F8) Advocate to the SFPS District that staff engage in continuing education in the following areas: cultural humility; culturally and linguistically appropriate care; trauma informed practice; violence, trauma, and their prevention; behavioral health and substance use; social determinants of health and local health disparities; and restorative justice theory and practice.	Provision of best practice education on socially relevant topics to teachers, school administrators, and paraprofessionals supports the mission and core beliefs of Santa Fe Public Schools.	New

Advocacy Recommendations	Rationale	In process or new?
F9) Advocate to the Santa Fe Public School District to develop K-12 district-wide policies and plans on the prevention of suicide, interpersonal violence, trauma, substance use disorder, and on the promotion of comprehensive sex education and healthy relationships.	Practices that aim to prevent violence and trauma and that promote health can help to reduce risk for problematic substance use.	New
F10) Advocate at a state level for additional state funding for jail community re-entry programs and services.	"Each year, more than 600,000 people leave prison and re-enter the Nation's communities. Within three years of their release, more than 2/3 of these individuals are rearrested, and ¼ return to prison with a new sentence. Resumption of drug abuse precipitates or contributes to much of this recidivism."[30] People leaving jail are often not prepared for release and, when released, encounter challenges in accessing the programs and services that help them become healthy, productive members of their communities.[31]	New
F11) Advocate at a state level for legislation allowing and funding the implementation of supervised consumption spaces.	Supervised Consumption Services, also known as supervised injection facilities (SIFs), are controlled health care settings where people can consume drugs under clinical supervision and receive health care, counseling, and referrals to health and social services. SIFs have been rigorously studied and found to reduce the spread of infectious disease, prevent overdose deaths, and eliminate improperly discarded injection equipment. Engagement by people who use drugs with staff in these facilities enhances the ability of people to function productively in society, increases access to drug treatment and other services, and saves taxpayer money.[32]	New
F12) Advocate at a state level for the adoption of a state statute that would mandate a regular (i.e. yearly) overdose fatality review team process.	"Overdose fatality reviews allow states to examine and understand the circumstances surrounding fatal drug overdoses. Review teams can uncover the individual and population factors and characteristics of potential overdose victims. Knowing the who, what, when, and how of fatal overdoses provides a better sense of the strategies and coordination needed to prevent future overdoses and results in the better allocation of overdose prevention resources and services.[33]"	New
F13) Advocate at a state level for the concept of automatic expungement of criminal records for possession of controlled substances to assist individuals with their overall recovery potential to include assisting with housing application approvals and employment opportunities.	Expunging prior convictions removes thousands of barriers that allow people to fully reenter their community and society. When someone has a criminal record, they are often ostracized from their community, have a difficult time accessing any services, such as housing, treatment or any public support. Research shows that those who have expunged their record have higher earning wages, lower recidivism, and lower crime rates. New Mexico currently has an expungement law, however the burden is on the individual to petition the court. Most people aren't aware that they can get an expungement, don't apply, or don't have the means to hire a lawyer to advise them or pay the fees.	New
F14) Advocate at a state level for the New Mexico based legislative campaign to provide state subsidized insurance coverage for immigrant families not covered by the Affordable Care Act.	Currently, immigrants have to rely on an assortment of health care options as they are not eligible to buy coverage under the Affordable Care Act. Not having consistent coverage impedes immigrant families' access to crucial and comprehensive health care, including substance use prevention, harm reduction and treatment services.	In Process

Endnotes

1 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

2 City of Santa Fe Resolution 2017-77.

3 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

4 Safety First Drug Education Resources. *Drug Policy Alliance*. Retrieved from: http://www.drugpolicy.org/resources/drug-education-resources

5 James D Livingston, Teresa Milne, Mei Lan Fang, Erica Amari. (2012). The effectiveness of interventions for reducing stigma related to substance use disorders: a systematic review. *Addiction*, 107(1): 39–50.

6 Witt, Caldwell. (2010). The Rationale for Recreation Services for Youth: An Evidenced Based Approach. *National Recreation and Park Association*.

7 Principles of Harm Reduction. *Harm Reduction Coalition.* Retrieved from: https://harmreduction.org/about-us/principles-of-harm-reduction/

8 Martinez, Koker, Truchil, Balasubramian. (2019) Time and effort in care coordination for patients with complex health and social needs: Lessons from a community-based intervention. *Journal of Interprofessional Education and Practice*, V15: 142-148.

9 Syed, Gerber, Sharp. (2013) Traveling Towards Disease: Transportation Barriers to Health Care Access. *J Community Health*; 38(5): 976–993.

10 Morani; Wikoff; Linhorst; Bratton. (2011). A Description of the Self-Identified Needs, Service Expenditures, and Social Outcomes of Participants of a Prisoner-Reentry Program. *The Prison Journal.* Research Article.

11 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

12 Tracy; Wallace (2016). Benefits of peer support groups in the treatment of addiction. *Substance Abuse Rehabilitation,* 7:143-154.

13 SAMHSA (2006) Detoxification and Substance Abuse Treatment. *Treatment Improvement Protocol Series*, No. 45. Retrieved from: https://drugabuse.com/detox/types/

14 SAMHSA (2006) Clinical Issues in Intensive Outpatient Treatment. *Treatment Improvement Protocol Series*, No. 47. Retrieved from: https://www.ncbi.nlm.nih.gov/books/NBK64088/

15 James L Sorensen et al., (2007) Access to Drug Abuse Treatment Under Treatment on Demand Policy in San Francisco. *Am J Drug Alcohol Abuse*, no. 33, 2, 227-236.

16 Elderbroom; Durnan (2018). Reclassified: State Drug Law Reforms to Reduce Felony Convictions and Increase Second Chances. *Justice Policy Center, Urban Institute*. Retrieved from: https://www.urban.org/sites/default/files/publication/99077/reclassified_state_drug_law_reforms_to_reduce_felony_convictions_and_increase_second_chances.pdf

17 Fitch; Knight. (2015) The New EMS Imperative: Demonstrating Value. *InFocus: Strategies and Solutions for Local Government Managers*, Volume 47/No. 1.

18 Fitch; Knight. (2015) The New EMS Imperative: Demonstrating Value. *InFocus: Strategies and Solutions for Local Government Managers*, Volume 47/No. 1.

19 New Mexico Legislative Finance Committee (2018). Program Evaluation: Review of the Criminal Justice System in Bernalillo County. Report #18-05. Retrieved from: https://www.nmlegis.gov/Entity/LFC/Documents/Program_Evaluation_Reports/Review%20of%20the%20Criminal%20Justice%20System%20in%20Bernalillo%20County.pdf

20 IBM (2016) Smarter Cities Challenge Report: Memphis, TN. Retrieved from https://www.memphistn.gov/common/pages/DisplayFile.aspx?itemId=12189863

21 Seattle Times. Seattle's new 'Health One' team will respond to non-emergency 911 calls downtown. May 7th, 2019. Retrieved from: https://www.seattletimes.com/seattle-news/politics/seattles-new-health-one-team-will-respond-to-non-emergency-911-calls-downtown/

22 Scott Cravens (2018). Up close with Colorado Spring's Community Response Team. EMTWORLD. Retrieved from: https://www.emsworld.com/article/219668/close-colorado-springs-community-response-team

23 Amy C. Watson, Anjali J. Fulambarker. (2012). The Crisis Intervention Team Model of Police Response to Mental Health Crises: A Primer for Mental Health Practitioners. *Best Practice in Mental Health*, 2012 Dec; 8(2): 71.

24 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

25 Sacks; Gonzales; Bouchery; Tomedi; Brewer (2015). 2010 National and State Costs of Excessive Alcohol Consumption. *American Journal of Prevention Medicine*, 49(5):e73-e79.

26 Kerr WC et al. (2013) US Alcohol Affordability and Real Tax Rates 1950-2011. *American Journal of Preventive Medicine*; 44 (5): 459-64.

27 Alexander, C et al. (2010) Effects of Alcohol Tax and Price Policies on Morbidity and Mortality: A Systematic Review. *American Journal of Public Health* 100, no. 11: 2270-2278.

28 Durango Herald. Sunday, August 12, 2018. Inmates make dangerous 'walk of shame' to Santa Fe after time in county jail. Retrieved from: https://durangoherald.com/articles/235759

29 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

30 Michael L. Pendergrast (2009). Interventions to Promote Successful Re-Entry Among Drug –Abusing Parolees. *Addition Science Clinical Practice*, 5(1): 4-13.

31 Morani; Wikoff; Linhorst; Bratton. (2011). A Description of the Self-Identified Needs, Service Expenditures, and Social Outcomes of Participants of a Prisoner-Reentry Program. *The Prison Journal.* Research Article.

32 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

33 ASTHOExperts Blog (2018). More States Authorizing the Use of Overdose Fatality Review Teams. Retrieved from: https://www.astho.org/StatePublicHealth/More-States-Authorizing-the-Use-of-Overdose-Fatality-Review-Teams/08-23-18/

Appendix A: Resolution

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-77

INTRODUCED BY:

Mayor Javier M. Gonzales	Councilor Signe I. Lindell
Councilor Renee D. Villarreal	Councilor Joseph M. Maestas
Councilor Peter N. Ives	Councilor Christopher M. Rivera
Councilor Carmichael Dominguez	Councilor Ron Trujillo

A RESOLUTION

ESTABLISHING A MUNICIPAL DRUG STRATEGY TASK FORCE TO DEVELOP NEW APPROACHES TO PROBLEMS RELATED TO BOTH DRUG ADDICTION AND POLICY RESPONSES TO IT BY COLLABORATING, STUDYING, GATHERING INPUT FROM THE SANTA FE COMMUNITY AND ISSUE-EXPERTS, AND PROPOSING RECOMMENDATIONS FOR A COORDINATED DRUG STRATEGY ROOTED IN PUBLIC HEALTH AND SAFETY.

WHEREAS, the City of Santa Fe has been long concerned about the high rates of drug use and dependency and the impact on the people of Santa Fe; and

WHEREAS, in 2016, 45 people in Santa Fe County died of a drug overdose resulting in an overdose death rate of 32.9 deaths per 100,000; and

WHEREAS, overdose death rates now outnumber traffic fatality rates; and

WHEREAS, between July 1, 2016 and May 31, 2017 there were 229 arrests for possessing a controlled substance other than marijuana, 61 arrests for trafficking and/or distributing a controlled substance, and 156 arrests for possessing drug paraphernalia by the Santa Fe Police Department; and

1

WHEREAS, the Santa Fe Police Department began carrying and administering Naloxone, commonly known as Narcan, a medication used to block the effects of opioids especially in overdose situations, in 2017; and

WHEREAS, the Santa Fe Fire Department averaged between .43 and .58 EMS trips per day with Naloxone as an intervention between 2012 and 2017; and

WHEREAS, the City of Santa Fe experiences high numbers of documented incidents for property crime related to problematic drug and alcohol use; and

WHEREAS, drug abuse and dependence is a complex issue that requires innovative approaches to harm reduction in drug use; and

WHEREAS, the Governing Body recognizes that the City cannot arrest its way out of problematic drug and alcohol use and addiction and understands that the underlying problems related to some crimes are associated with persons who have problematic drug and alcohol use and addiction and is intent on breaking the cycle of drug use, crime, and incarceration; and

WHEREAS, there is a need to explore and discuss multidisciplinary approaches to treating addictions and problematic drug/alcohol use that lead to criminal activity and a need to increase the availability of prevention and education, social service, treatment, and harm reduction resources; and

WHEREAS, in 2014, the City of Santa Fe established the 2nd Law Enforcement Assisted Diversion (LEAD) program in the country, a pre-booking diversion program and an example of a municipal drug strategy rooted in harm reduction and public safety; and

WHEREAS, early evaluation results of the Santa Fe LEAD program show a reduction in jail and court costs as well as recidivism back into jail for clients who remain engaged in the LEAD; and

WHEREAS, in 2014/2015, the mayor of the City of Ithaca convened a group of community experts and initiated a process to develop new approaches to problems related to both drug addiction and the cities policy responses to it; and

WHEREAS, a report was generated from the process titled, "The Ithaca Plan: A Public Health

and Safety Approach to Drugs and Drug Policy" that presented findings and recommendations in four domains: Prevention, Treatment, Harm Reduction and Law Enforcement; and

WHEREAS, the Ithaca plan could serve as a model for the city of Santa Fe's Municipal Drug Strategy Task Force; and

WHEREAS, the Governing Body desires to invite representatives from local governmental entities, state agencies, law enforcement agencies, the judiciary, social service, harm reduction and medical providers, business community, drug policy experts, immigration and human rights, and representatives of people most impacted by problematic drug use from Santa Fe to participate in a Task Force to join the City of Santa Fe's efforts to explore and recommend solutions to address public safety and public health related to problematic drug and alcohol use and addiction in the domains of prevention, treatment, harm reduction and law enforcement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby creates a Municipal Drug Strategy ("MDS") Task Force.

Section 1. NAME: The task force shall be called the Municipal Drug Strategy Task Force ("MDS Task Force").

Section 2. PURPOSE: The purpose of the MDS Task Force is to collaborate across different areas of focus (prevention, treatment, harm reduction, law enforcement), in order to explore and recommend long-term solutions in a Community Strategic Plan for addressing the issues arising from persons struggling with problematic drug and alcohol use.

Section 3. DUTIES AND RESPONSIBILITIES: The MDS Task Force shall develop a Community Strategic Plan within 6 months that includes any necessary requests for funding and shall:

A. Study the drug related problems in the city of Santa Fe.

B. Explore and discuss multidisciplinary approaches to treating addictions that lead to criminal activity.

C. Form four working groups (Prevention, Treatment, Harm Reduction, and Law Enforcement).

D. Host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the City's drug strategy is guided by community input.

E. Convene a series of focus groups around the city to learn how drug use – and current drug use – affects communities, families and individuals and how current drug policies can be improved. Focus groups should represent a specific constituency, i.e. law enforcement personnel; physicians, nurses and pharmacists; people who use drugs; young people; people of color; undocumented people; parents; business owners; and people in recovery.

F. The MDS Task Force shall consult with Santa Fe Opiate Safe (SOS), a committee of the Santa Fe Prevention Alliance, and other related groups when preparing the formal report to the Governing Body as noted below.

G. In a formal report to the Governing Body, recommend policies and practices in the four domains (Prevention, Treatment, Harm Reduction, Law Enforcement) the city could adopt to improve responses to drug use.

H. Any other related issues that may be identified by the MDS Task Force.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The MDS Task Force membership shall consist of twenty members appointed by the mayor with the approval of the Governing Body. The MDS Task Force will be comprised of representatives from the City of Santa Fe, Santa Fe Police Department, Santa Fe Fire Department, Santa Fe County, Santa Fe County Sheriff's Office, the District Attorney's Office, the Public Defender's Office, local area schools, a local area medical center, the Magistrate Court and the District Court, local social, medical and harm reduction service providers, including youth organizations, drug and alcohol prevention and education experts, drug and alcohol treatment centers, individuals with expertise and research experience in the field of addictions, individuals with expertise

in drug policy, business leaders, individuals with expertise in immigration reform an
civil rights issues, individual and families most impacted by problematic drug and al
other stakeholders that may be determined by the Governing Body or the MDS Task

B. *Officers.* The mayor shall appoint the chairperson. The
appoint a vice chairperson.

D. *Terms.* Members shall serve until they complete their duties and res
forth above.

E. *Compensation.* Members shall serve without compensation

Section 5. VACANCIES: Vacancies on the MDS Task Force shall be
manner as initial appointments.

Section 6. MEETINGS; DURATION: The MDS Task Force shall c
public conversations and, at least once per month thereafter shall conduct public meet
with the Open Meetings Act and adopted city policy and procedures. Unless furthe
Governing Body, MDS Task Force meetings shall conclude no more than 8 month
adoption of this resolution.

Section 7. STAFF LIAISON: Community Services department staff
liaison to the Task Force.

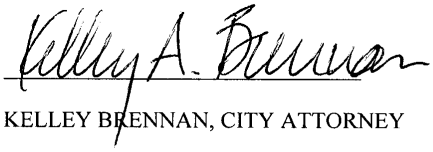
PASSED, APPROVED AND ADOPTED this 25th day of October, 2017.

JAVIER GONZALES, MA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2017/2017-77 Municipal Drug Task Force

Appendix B: Community Conversation Findings Report

REPORT
May 10, 2019

Santa Fe's Municipal Drug Task Force – Community Conversations Findings

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Introduction

In 2017 the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety." The Task Force was officially launched in summer of 2018 under the leadership of Mayor Webber. The Municipal Drug Strategy Task Force (MDTF) has been meeting monthly since its launch and has been charged with recommending policies and practices as alternatives to incarceration.

First pioneered as a public health measure in Europe in the 1980s and 90s, Municipal Drug Strategies challenge local communities to work from a public health, racial justice and human rights framework instead of defining people who use drugs as criminals in need of coercion and punishment.

Community Input is Essential

"At the state and federal level, problematic drug use often becomes a matter of statistics, trends, spreadsheets and inflammatory rhetoric. Communities, on the other hand, understand first-hand the drivers of problematic drug use and its impact on individuals, families, neighborhoods, first responders, health professionals and resources. The drive to identify and implement effective solutions springs from those who understand the challenges most intimately."[1]

The Municipal Drug Strategy Task Force (MDTF) formed four teams to explore the issues and make recommendations related to Prevention, Treatment, Harm Reduction and First Response. In addition to studying the issues through an examination of local and national research and presentations, the MDTF designed a process to engage community members in community conversations designed to inform the recommendations.

Community Conversation Process

Two hundred thirty-one community members participated in community conversations or interviews over the course of a four-month period from November 2018 through February 2019, including both individuals directly impacted, those whose voices are often not heard (students, parents, individuals who are currently using or are in recovery, homeless individuals, women, immigrants and people of color), as well as community stakeholders (clinicians, nonprofit providers, hospital and Emergency Management Service staff, government and business leaders, and law enforcement). **Thirteen community conversations** were facilitated involving nearly **180 individuals**, as well as a **dozen one-on-one meetings** and **forty-two survey responses** from law enforcement personnel. The intent of community conversations was to gather input from a diverse spectrum of the community to better understand how alcohol and drug use and drug policies affect different communities so that recommendations better reflect the needs of all members of the community, especially those who are often not heard.

[1] Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local. Drug Policy Alliance. 2018

SUMMARY OF FINDINGS

Feedback from community conversations, surveys and individual interviews are captured in the sections on the following pages. First, feedback from individuals who have been directly or indirectly impacted is presented, including individual users, individuals who are in recovery, students, parents and families, and people of color and those from the LGBTQ community. One overarching theme across all groups was that not all alcohol and drug use is problematic, however the human toll of problematic alcohol and drug use on individuals and families is devastating. Participants shared stories of how widespread the problem is in communities across racial backgrounds and socio-economic status, and how it has resulted in trauma and chaos not only for individuals directly impacted but for their families. One participant shared: *"It is hard to go anywhere without alcohol being around. It was heavily used and abused even in my church communities. My family has suffered a lot of pain from alcohol abuse. It tore our family apart."*

I. Feedback from Individuals Impacted

A. PREVENTION

FINDING 1: There is a perceived information gap in many communities, especially for youth and in the Spanish-speaking immigrant and Native communities, about the risks of alcohol and drug use, prevention, treatment options, harm reduction and diversion programs.

There is a sense that there is less culturally and linguistically competent community and medical education for Latinx immigrant families. Participants consistently expressed that crucial information is simply not getting to them.

FINDING 2: Lack of educational, extracurricular and recreational activities for children and youth is a deep frustration for parents who believe that positive programming can help prevent problematic alcohol and drug use.

The programs that do exist are out of reach due to cost, especially for low-income families with multiple children. Activities for whole families are also scarce and expensive.

FINDING 3: Alcohol and drug education and counseling support for youth in schools could be improved.

Students, parents and individuals in recovery consistently stated that most information individuals receive about alcohol and drugs is from peers, street sources, social media or the internet, which does not include information about what alcohol and drugs do to the body and one's life. Community members highlighted that alcohol and drug use can start younger than society generally imagines and affect several generations within families. They recommended early education and intervention to include information about delaying the onset of use, preventing problem alcohol and drug use, and understanding that recovery is possible and where to get help. Adults who work with youth highlight the need for quality drug education as well as peer and adult mentoring programs, and ways to ensure that the teen health centers are seen by youth as safe places to go for help. Additionally, families advocate for counseling and support services to identify and respond to youth as early as possible to prevent early substance use.

Participants also highlighted the need to engage the medical community to help educate patients about the risks of prescription drugs, over-prescribing and alternatives that are less harmful or addictive.

FINDING 4: Community members believe that economic insecurity, racism and poor working and housing conditions pose a threat to family stability and emotional wellbeing. This can lead to problematic alcohol and drug use among workers and their children, as well as lack of access to treatment options.

Additionally, there is a general lack of awareness about resources available in the community, how to navigate systems of care, and how to get support for key challenges such as housing, health food, transportation and mental health care.

One participant shared: "What helped me was Maslow's Pyramid of Hierarchy. Having my basic needs met has me in recovery. If you don't have this how can you advance in life?"[2]

FINDING 5: Negative images and stereotypes contribute to stigma within the immigrant and non-immigrant communities, and often keep families from talking openly about problematic alcohol and drug use or seeking help.

Stigma continues to be an ongoing challenge that prevents individuals and families from acknowledging problematic alcohol and drug use and reaching out for support. There is a sense that much of the community education around alcoholism and DWI may contribute to stigma. For example, commercials about DWI's often focus on the negative consequences of drinking while driving, and rarely convey the message "If you need help or treatment, call this number."

Additionally, many participants spoke of the prevalent stereotypes regarding their countries of origin (images of cartels, gang violence, and smugglers in English and Spanish media) that lead to real discrimination within the criminal justice system, mass detention and incarceration of immigrants in the U.S. and subsequent deportation and separation of families.

FINDING 6: **There is a perception that the "war on drugs" has failed to improve problematic drug use and should be replaced by a model that promotes recovery through prevention and treatment.**

Participants overwhelmingly agreed that there needs to be alternatives to incarceration and a focus on helping people by connecting them to the support they need at that moment. Some individuals may be ready and motivated to enter a treatment program; others may need assistance with an immediate need such as housing, food, a safe place, medical treatment, etc.

B. TREATMENT

FINDING 1: There is a perception that access to alcohol and drug treatment is severely limited due to lack of affordable treatment options available to individuals at the time they are ready for treatment (also known as "treatment on demand").

Individuals in recovery programs shared stories of long waits and other barriers that prevented them from accessing treatment earlier. There is also concern that the community lacks transitional and integrative services such as halfway houses and programs to support long-term sobriety once the individual has completed a treatment program. Additionally, women in recovery shared that there are limited treatment options for women with young children while the need far exceeds community capacity. There is also a perception that there are insufficient drug treatment programs available to Spanish speakers and to the immigrant community at large.

[22] Maslow's Pyramid of Hierarchy of needs is a motivational theory in psychology comprising a five-tier model of human needs, often depicted as hierarchical levels within a pyramid. Needs lower down in the hierarchy must be satisfied before individuals can attend to needs higher up. Simplypsychology.org.

One participant currently in a 30-day recovery program shared: "Every time I tried to get in to treatment there was a waiting list. It took me fourteen years to get into recovery. While I was waiting for a bed I turned to drugs and alcohol."

Participants shared: "Treatment works for those who participate. But doesn't work for those who are resistant." "I feel that there should be more recovery outlets and more longer term options such as 3 or 6-month programs."

Other participants shared: "Even when there are treatment centers available, there are access issues – money, geography, insurance." "People coming from jail are given priority over people who want treatment." "It's hard to get healthy when you don't have enough food to eat. Treatment programs don't have enough funding."

FINDING 2: There is a perception that trauma, PTSD and mental health issues including depression and anxiety are some of the underlying causes for alcohol and drug use. Additionally, there is a belief that there are insufficient mental health services to help people get appropriate care instead of using alcohol and drugs to cope.

Numerous community members talked about how trauma such as abuse, neglect, family separations or incarcerations impact individuals and families, and are often major underlying factors in substance use. Women in recovery programs also discussed the importance of childcare and supports for young mothers who are seeking treatment and long-term sobriety in order to keep families together and prevent further generational trauma.

One participant shared: "Kids are hurting. There are severely depressed at 11-12 years of age. They listen to dark lyrics. They are taking any drug they can find – Advil, Nyquil, prescription drugs, alcohol, marijuana. They take drugs because they don't want to be awake."

Another participant shared: "Me and my mom had to flee from my abusive father, which caused us to be poor and to survive by shelter hopping. When I was a teenager my dad came back into my life. He was still using meth and was very abusive and mean. My dad was diagnosed with bipolar disorder and he used meth and heroin to deal with his symptoms and trauma triggers."

FINDING 3: Treatment is seen more broadly than inpatient treatment programs. Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way.

Participants discussed the importance of providing support with employment, education, housing and childcare to provide stability and safety as a core function of treatment. Additionally, community members talked about the critical importance of addressing these life issues at times of transition (e.g., transitioning from jail to the community or from shelter or temporary housing).

FINDING 4: Medication Assisted Treatment (MAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings**.** Numerous individuals reported successful treatment with Suboxone programs and recommended that these programs be expanded.

One participant shared: "Treatment programs work for those who do want help. For the people who are working the program it works. For me my Medication Assisted Treatment (MAT) and Intensive Outpatient Program (IOP) have helped."

Another participant shared: "Treatment programs are not working because they are abstinence-based. My son tried rehab at several centers – all abstinence-based and none of them worked. He was kicked out of every one of them due to relapse. He was able to get drugs in rehab, and he made other contacts with drug users at rehab. Addicts have a disease that needs treatment or relapse will happen. Suboxone stopped the relapses and my son only got better through Suboxone and the support of the LEAD program. Family involvement and counseling is crucial to an individual's success as well."

FINDING 5: The community needs to build detox capacity and programs.

Numerous individuals reported the need for expanded detox capacity. Detox or detoxification is the biophysical withdrawal process that occurs when a person abruptly stops using drugs or alcohol following sustained use of those substances. This is a medically fragile period of time, and treatment providers often do not have the capacity to supervise this process. This can limit treatment options for people who desire treatment.

C. HARM REDUCTION

FINDING 1: There is a lack of awareness of existing harm reduction practices in the community.

Though some individuals were aware of needle exchange and Narcan distribution and training, they also believed that additional outreach and education is needed. There is a lack of knowledge about the 911/Good Samaritan law.

FINDING 2: There is a perception that harm reduction services need to be expanded and promoted through outreach and education to users, families and the community at large.

There is broad support for expanded needle exchange programs, and more education and distribution of Narcan. Other ideas promoted by participants include "free drunk rides", safe consumption sites, heroin assisted treatment and increased outreach by professionals that get out in the community to encourage users to make healthy decisions about the "safe use of drugs" and help them get healthy through screenings for diseases.

One participant shared: "Reducing stigma would help people stay alive. My pride hindered my own ability to get support. It took me awhile to participate in the safe needle exchange program after witnessing people use dirty needles repeatedly. Continue the distribution and overdose prevention in our community. Again, de-stigmatizing drug use in out community is key in keeping people alive."

D. EMERGENCY RESPONSE/PUBLIC SAFETY

FINDING 1: There is a perception that the Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.

One participant shared: "The Fire Department has really helped me. I hear that in group therapy too. They are helping a lot of people."

FINDING 2: Community members believe that law enforcement personnel are primarily focused on measures such as incarceration and criminal conduct, and are not well situated to deal with drug use or mental health crisis issues.

There is a perception that local law enforcement is short-staffed and stretched thin, and not particularly focused on community policing or rehabilitative responses. Individuals in recovery programs suggested that additional education is needed for law enforcement personnel to increase understanding about addiction as a disease and ways to deal with people suffering from addiction and those with mental health problems. Community members who were aware of the LEAD program shared that the officers in the LEAD program were helpful.

One participant shared: "LEAD works and should be expanded. I have the utmost respect for the people who work with this program. It is the only approach that worked for my son. LEAD uses a harm reduction approach – when they relapse they are not kicked out – they acknowledge that addicts are going to relapse and they work through this with them. An addict is a human being. I stopped referring to my son as an addict. He is a human being with a disease."

Another participant shared: "I think an option for treatment would help. The jails make money and cause bad things. I went to jail for six months for an empty syringe!"

And another participant shared: "Law enforcement has a real issue with racism and judgment. They are hired to serve and protect, yet they choose to judge. A lot of times their jadedness prevents them from being helpful to the community."

FINDING 3: Participants, especially individuals from the immigrant community, feel targeted, criminalized and over-policed because of their race, national origin, language, and economic status.

There is a perception that there is a double standard when it comes to how law enforcement and the law in general treat Latino immigrants, people of color, and poor people.

One participant shared: "I work as a bartender at private parties, and I see high society people, even elected officials, drive away drunk. But in these rich areas of town, there are not police waiting to catch them, only in poorer areas. Being poor is a crime."

One participant shared that police need help understanding the short and long-term impact of drug arrests on whole families. It was pointed out that police show up to arrest people, but they do not offer alternatives. They do not give family members information about treatment or counseling programs.

Another participant shared a traumatic experience she had at home with her children when the SWAT team arrived looking for drugs. When nothing turned up and no arrests were made, the officers were unapologetic, dismissive and rude.

FINDING 4: There is a lack of awareness of alternatives to incarceration such as the Santa Fe County LEAD program.

There is a lack of awareness in the community about the LEAD program and its effectiveness in both decreasing arrest rates and assisting individuals with treatment. When informed about the existence of the program, most participants were in support of expanding the program and educating the community about its effectiveness.

FINDING 5: There is a perception that incarceration worsens problematic drug use, as individuals do not have adequate opportunities for treatment, medication assisted treatment or mental health care while in jail.

Numerous individuals shared stories of harsh conditions they experienced while in jail including inadequate food and harsh living conditions. There are also limited opportunities for treatment or medication-assisted treatment, and inadequate support for helping with the transition back to community.

One family member shared: "At first I thought my son would be safe from drugs when he was arrested and in jail, but it turned out that he had as much access to drugs in jail as he did on the street (heroin that he would get from other inmates). The conditions in the jail were really harsh – limited heat, food and counseling support while in jail – and certainly no treatment."

Another participant shared: "Addicts should never be incarcerated for drug use alone. When my dad was in prison, he was given Lithium and it helped, but he could not stay on Lithium out in the community. He didn't get any social or health services support."

FINDING 6: In general, participants are open to decriminalization of cannabis, both for medical purposes and for recreational use.

One participant shared: "I think we need to legalize cannabis. It's not a drug - it's medicine. As a personal card holder I have maintained recovery from heroin for over ten years."

10

II. Feedback from Stakeholders in the Community

A. PREVENTION

FINDING 1: There is a widely held perception that alcohol use is widespread due in part to its being more socially acceptable as a legal substance, yet is extremely harmful. Prevention efforts must address alcohol abuse in addition to drug use through outreach and education of adults, families, youth and children.

Alcohol's harmful effects include alcohol-related health problems and deaths, injuries, DWI's and are also a factor in domestic violence, unplanned pregnancies and suicide deaths. It is estimated that 10 percent of hospital admissions and the majority of EMS calls are alcohol-related. Poly-substance use was also highlighted as a major issue, with use of heroin, meth, and opioids in combination with alcohol as a common occurrence. Clinicians suggest that individuals with behavioral health issues such as depression, anxiety or other stressors or mental health issues often self-medicate with alcohol or other drugs.

One stakeholder shared: "Alcohol is extremely prevalent and underlies everything; it is under reported, glossed over and minimized. It is a complicating factor to liver disease and many health and safety issues."

Another stakeholder added: " We are not seeing marijuana related calls at this point, not as much as we see alcohol related calls such as individuals detoxing on the street due to a lack of a medical detox environment." Another stakeholder added that the current detox facility has limited capacity as a licensed "social detox".

FINDING 2: Intergenerational substance abuse is a significant issue and there is a need to break the cycle of family alcohol and drug use.

EMS and law enforcement providers shared experiences of emergency or overdose calls where children or other families are present and affected. There is a need to address intergenerational drug use. Stakeholders often witnessed examples of heroin use among two generations of family members. There was also concern raised around ensuring women who give birth to babies who are exposed to alcohol and drugs are provided with adequate support to prevent further trauma.

One participant shared: "We are seeing more drug exposed newborns at the hospital when we screen babies at birth. Others expressed concerns about the nature of screening and whether alcohol is adequately screened and addressed."

FINDING 3: Problematic employee alcohol and drug use affects local business as employers report that hiring and retention can be problematic. Employers also believe stigma is a barrier to seeking treatment.

Business leaders reported that stigma prevents the community from with dealing with alcohol and drug abuse effectively. There is a perception that stigma surrounding opiates is not as profound as other drug use.

One participant shared: "I have a concern that even though alcoholism and addiction are diseases, community conversations are often shame-based. There is a need to model a different way of perceiving this issue and dealing with it as a community."

FINDING 4: The City could do a better job of informing the community of services and resources, and should support education and prevention efforts targeted at children, youth and vulnerable adults and families.

There was consistent support for more education including information on the effects of drug and alcohol use for children at an early age. Law enforcement personnel also suggested the importance of having affordable youth and community activities and programs including mentorship resources for youth and families.

One law enforcement personnel shared: "Young people need activities and places to go. There is nothing in Santa Fe for young people." Others shared concerns around lack of employment, school or activities creates a sense of boredom among youth that is then filled with experimentation with substances.

B. TREATMENT

FINDING 1: Stakeholders consistently reported that increased behavioral health services are needed, both mental health services (including early screening) and a range of treatment options for substance abuse. It was proposed that there is not one treatment method that will work for all individuals, but that there needs to be a range of options provided to meet people "where they are."

Stakeholders suggest the need for a definition of treatment that is broad enough to address the spectrum of alcohol and drug use for those who don't want treatment and those who do. Stakeholders reported that there is a broad spectrum of needs and readiness for treatment, with some individuals needing services such as mental health counseling, housing, healthy food, employment or other necessary supportive services instead of formal alcohol or drug treatment. Others individuals need harm reduction services to keep them healthy and alive. And individuals who are motivated or ready for treatment, need a treatment option that works for them. For some, medication assisted treatments are key to recovery. Others may select inpatient or outpatient rehab programs, with additional community support. Stakeholders stressed the importance of providing treatment for co-occurring disorders, and to broaden the focus to serve individuals through a continuum of care.

FINDING 2: There is a need for a community-based, coordinated system of care with programs and services for both mental health and substance abuse that address the social determinates of health.

There is a common perception that making improvements in the coordination of care across the many systems that interact with individuals is key to effective screening, assessment and interventions. Coordination of care was seen as essential to prevent individuals from falling through the cracks in the system. Support services for homeless and vulnerable people around the social determinates of health are also essential to address (housing, transportation, healthy food, etc.). Community members highlighted that the current housing crisis is a major contributing factor to substance use. It was suggested that when people don't have housing or are living in precarious housing, substance use is often a factor of survival. Examples given include those individuals who use uppers to stay awake and alert at night to avoid being victimized, or downers to be able to sleep in a loud disruptive shelter environment.

Stakeholders point out that crisis often occurs during transitions and points to the need to focus on how individuals are served at points of contact/transition at the time of hospitalization, emergency room admission, and incarceration discharge. Shared information between agencies would help providers better coordinate care and support services, and result in better care than when an agency operates in their own silo. It was suggested that there are many evidenced-based models across the country that have been implemented in ways that address HIPPA and other restrictions that could be adopted in the Santa Fe community.

The following are a sample of ideas shared by participants of what could be accomplished through coordination of resources: Better transitions from ER admission to MAT treatment programs or other treatment providers, or provision of Suboxone in ER with referral for follow up (referral, adequate prescription meds to cover time to access treatment, address other barriers to successful treatment access at discharge); continuation of MAT services while incarcerated to prevent relapse; post-rehab support to support long-term sobriety with housing, employment and other supports; coordinated transportation solutions with City transportation including regular bus stops at the front doors of medical and behavioral facility sites (e.g. current stop is significant distance from La Familia's facility front door) or other assistance with transportation; lockers for homeless individuals to store their belongings so they are free to attend appointments; and employment opportunities such as the "Better Way" Life Link employment program.

FINDING 2: There is a lack of adequate medical detox capacity and options for those who detox in the hospital but then relapse after discharge due to lack of follow up treatment.

CHRUISTUS St. Vincent is currently conducting seventy chemical dependency consults monthly during inpatient hospitalizations, which provide the opportunity for the patient to detox during their hospitalization. However, often there are not enough spaces in treatment facilities when they discharge and patients often relapse in the community while waiting for a bed in a treatment facility.

FINDING 3: There is a need to expand capacity of medication-assisted treatment programs and to provide counseling and assistance with Social Determinates of Health along with medical care to treat the whole individual.

C. HARM REDUCTION

FINDING 1: Community members suggested that alternatives to keep people healthy and alive should be a priority. Ideas discussed included expanded Narcan distribution and education, safe injection sites, street outreach and education. Stakeholders also recommended expanding the capacity for available needle exchange programs.

Stakeholders propose that efforts to distribute and train the community about Narcan use have saved lives. However, it is believed that these efforts can be strengthened. It is estimated that 85,000 needles are exchanged per month in Santa Fe, however the need is larger that what is currently being provided. There continues to be many needles improperly disposed of in the community and are regularly found in the streets around the neighborhoods where shelters are location, which is a public health concern for the general community.

FINDING 2: Medical providers and pharmacies should provide better education and provide patients with information and alternatives to medications that can addictive or where dosage could be decreased.

There is a need for discussion between medical providers and pharmacists around the use of narcotics and ways to improve communication around prescription practices between clinicians and pharmacists. There is a perception that many of the large box chain pharmacies have little communication with physicians or patients to flag patients at risk and to encourage conversations with patients on complications possible from medication use and alternatives or dosages that would be less risky. There are some instances where people were not aware of the dangers of a medication but were open to getting information on safer medication practices.

One pharmacist shared: "We had an instance of someone on an elephant dose of Oxy and when approached about reducing Oxy intake, obtained cannabis card and made changes to improve his safety. It is important for pharmacists to have non-judgmental conversations with patients related to safer medication practices."

D. EMERGENCY RESPONSE/PUBLIC SAFETY

FINDING 1: Law enforcement personnel and other stakeholders are concerned about law enforcement capacity to address problematic alcohol and drug issues effectively due to staffing shortages, turnover and the size and complexity of the challenges. Stakeholders and law enforcement personnel propose that law enforcement is not best situated to deal with drug and alcohol use.

Forty-two law enforcement personnel participated in the MDTF survey. Law enforcement is often responding to emergencies such as individuals who are publicly intoxicated or drug overdoses, and are on the front line with EMS personnel in finding solutions to these every day crises. Law enforcement and EMS personnel point out that the community lacks adequate resources and coordination to deal with these types of crisis such as detox programs or crisis centers for mental health resources. Law enforcement personnel share that they are often dealing with the same individual multiple times. There is a perception that existing programs are not working well enough to help stop the cycle of addiction for these individuals.

One participant shared: "Currently law enforcement spends an enormous amount of time dealing with alcohol related ambulance assistance calls."

Others shared that cheap and accessible alcohol are extremely problematic, with local stores selling alcohol to intoxicated individuals.

One participant shared: "We deal with a lot of people that are drinking in alcohol in unlicensed public places. Many homeless people drink in city parks. Many of them get hit by cars as a result."

Another shared: "Alcohol plays a major role in domestic violence, assault and battery."

Some law enforcement officers stated that the current system does not seem to be effective in reducing drug-related crimes and are in interested in effective alternatives. There are mixed opinions among law enforcement personnel about the effectiveness of alternatives to incarceration such as diversion programs, and some shared that they believed that the diversion program, LEAD, needs improvement. There was a perception among law enforcement that some individuals manipulate diversion programs to evade punishment and involvement with the criminal justice system. Other community stakeholders such as clinicians and treatment providers believe that diversion programs should be expanded and improved.

FINDING 2: Need to educate clinicians and the community to look at cannabis objectively in terms of potential benefits and risks. There was a high level of support among clinicians for the decriminalization of cannabis, and an interest in exploring the use of cannabis in treating some conditions that are not treated as well with current legal drugs or medications.

FINDING 3: Expansion of Teen Court, Law Enforcement Assisted Diversion (LEAD) Program and other evidenced-based interventions should be explored to intervene earlier and to provide treatment as alternatives to incarceration.

III. Differing Perceptions Among Community Members

Community members and those most impacted by our city's drug and alcohol policies agree that existing policies have been inadequate and to a degree unresponsive to the needs of the community. Community members and individuals most impacted offered suggestions focused on prevention, treatment, and harm reduction to treat drug and alcohol use as a public health issue (that should be addressed together as a community). In order to move towards this vision, suggestions were made to address the stigma that exists around drug and alcohol use and to engage the broader community in conversations and solutions to address the challenges at a community level.

It is also important to highlight areas where there is a disparity in perceptions. These differences create opportunities to bring together stakeholders with different opinions and philosophy and to identify and promote new and more effective approaches.

One area where disparities in perception exist include the way that law enforcement and community members see the role of law enforcement.

Finding 1: There is a difference between the perceptions of law enforcement personnel and community members about the role of law enforcement in dealing with alcohol and drug use as a public health issue. Individuals, family members and community stakeholders generally promote restorative or rehabilitative responses as approaches to improve the health and wellbeing of individuals. Law enforcement officer's perceptions were mixed; however a significant number of responses from law enforcement promote drug policy approaches based on criminalization and punitive measures. These divergent ideas highlight a tension between punitive and restorative/rehabilitative drug and alcohol policy.

Forty-two law enforcement personnel participated in the MDTF survey. Of those responses, there is a perception among law enforcement personnel that their role is to enforce the law and deal with criminal matters to protect the communities they serve. Their training largely reinforces an orientation to arrest individuals in violation of drug/alcohol city ordinances and state statues. Examples of feedback from law enforcement personnel surveyed include suggestions to stop the supply, increase the number of officers on duty, employ different penalties and additional ordinances, and implement mandatory treatment and harsher punishments for repeat offenders. A few community members also raised the issue of stopping the supply of illegal drugs, however there was little to no discussion around the need for increased penalties or harsher punishments.

Alternatively, community members and individuals most impacted tend to believe that punishing individuals for drug use is counterproductive and can do more harm than good in terms of long-term outcomes. Some community stakeholders advocate for a more creative role for law enforcement including community policing and a collaborative approach of working with community partners to connect individuals to treatment and harm reduction resources that will ultimately help to break the cycle of problematic and intergenerational alcohol and drug use.


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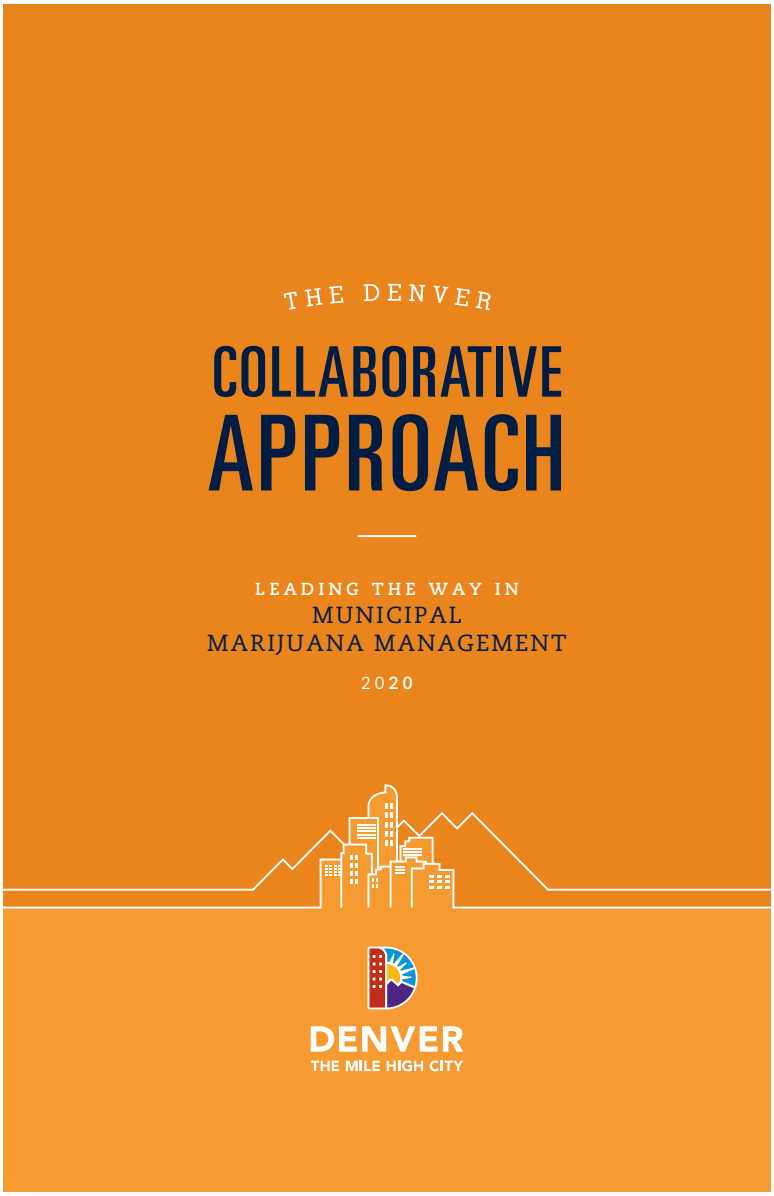
Appendix D: The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management



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I. INTRODUCTION

MARIJUANA IN THE MILE HIGH CITY

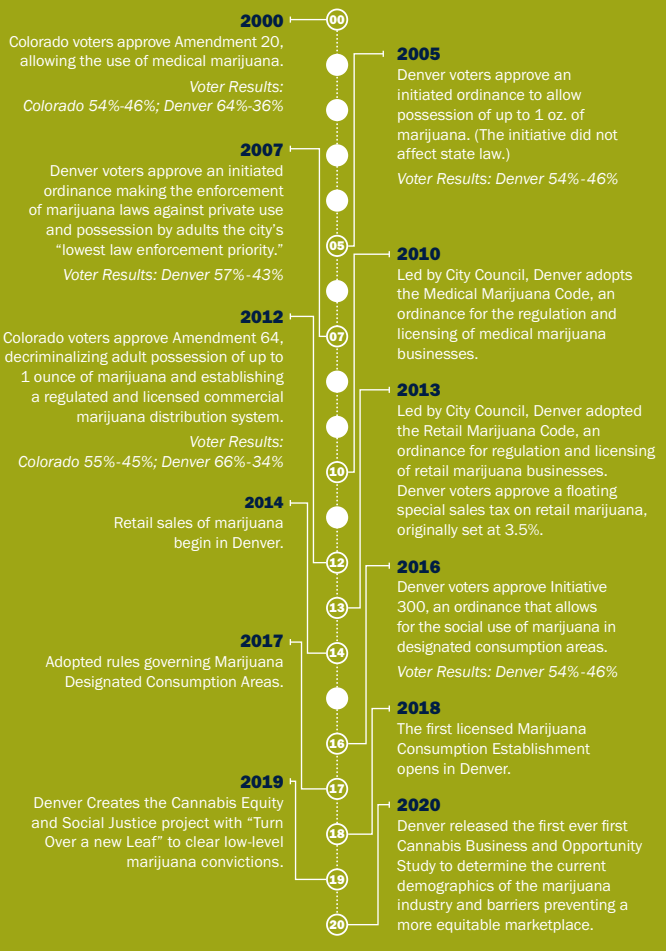
The first retail sales of recreational marijuana in the United States began in Denver on Jan. 1, 2014. Under Mayor Michael B. Hancock, Denver created a collaborative model of marijuana management and emerged as a global leader in marijuana regulation. Denver has embraced a management model that is quick, responsive and nimble because the industry is developing and innovating quickly, and the laws are changing and evolving at an equally rapid pace.

Medical marijuana has been legal in Colorado since 2000, when voters approved Amendment 20. In November 2012, the voters of Colorado approved Amendment 64, which legalized retail marijuana. Since the passage of these amendments, the City and County of Denver has adopted ordinances to regulate, license and tax both medical and retail marijuana.

TIMELINE OF

MARIJUANA SALES & MANAGEMENT

IN COLORADO



2000
Colorado voters approve Amendment 20, allowing the use of medical marijuana.
Voter Results: Colorado 54%-46%; Denver 64%-36%

2005
Denver voters approve an initiated ordinance to allow possession of up to 1 oz. of marijuana. (The initiative did not affect state law.)
Voter Results: Denver 54%-46%

2007
Denver voters approve an initiated ordinance making the enforcement of marijuana laws against private use and possession by adults the city's "lowest law enforcement priority."
Voter Results: Denver 57%-43%

2010
Led by City Council, Denver adopts the Medical Marijuana Code, an ordinance for the regulation and licensing of medical marijuana businesses.

2012
Colorado voters approve Amendment 64, decriminalizing adult possession of up to 1 ounce of marijuana and establishing a regulated and licensed commercial marijuana distribution system.
Voter Results: Colorado 55%-45%; Denver 66%-34%

2013
Led by City Council, Denver adopted the Retail Marijuana Code, an ordinance for regulation and licensing of retail marijuana businesses. Denver voters approve a floating special sales tax on retail marijuana, originally set at 3.5%.

2014
Retail sales of marijuana begin in Denver.

2016
Denver voters approve Initiative 300, an ordinance that allows for the social use of marijuana in designated consumption areas.
Voter Results: Denver 54%-46%

2017
Adopted rules governing Marijuana Designated Consumption Areas.

2018
The first licensed Marijuana Consumption Establishment opens in Denver.

2019
Denver Creates the Cannabis Equity and Social Justice project with "Turn Over a new Leaf" to clear low-level marijuana convictions.

2020
Denver released the first ever first Cannabis Business and Opportunity Study to determine the current demographics of the marijuana industry and barriers preventing a more equitable marketplace.

WHERE ARE WE NOW?

As legalization spreads across the United States, Denver remains squarely in focus. More than ever, the city is looked at to provide guidance on how it effectively implemented and continues to manage the first-of-its-kind sales and commercialization of voter-approved retail marijuana.

Through a far-reaching, collaborative approach, Denver's Office of Marijuana Policy, housed in Denver's Department of Excise and Licenses, supports and coordinates the work of dozens of city employees. The city's dedicated team of experts manage a complex and ever-changing regulatory and licensing process. This work includes legislation to create, improve and clarify ordinances, management of education and health initiatives, social equity, coordination of enforcement efforts, and allocation of enough resources – all in concert with the industry and the community.

In 2019, Denver marked the sixth year of retail sales of marijuana and the sixth year of the Office of Marijuana Policy's operation. Industry growth continues with more than 1,100 business licenses operating out of nearly 500 locations.

More recently, Denver has been developing a multi-pronged approach to ensuring that communities that have been disproportionately impacted by marijuana prohibition can benefit from the legalization of marijuana. Mayor Hancock's Cannabis Social Equity work involves exploring a variety of tactics including the continued use of marijuana tax revenue to support low and moderate-income neighborhoods, obtaining data related to the marijuana industry, vacating low-level marijuana convictions and identifying areas of need in workforce development and licensing ownership and entrepreneurship.

Denver continues its collaborative approach to marijuana management, remaining nimble and flexible to keep pace with the sustained growth of sales and innovation in the marijuana industry, while remaining in constant communication with the industry and residents to ensure balance among many competing interests.

II. INDUSTRY

DENVER'S MARIJUANA INDUSTRY

The City of Denver actively coordinates with its departments and agencies, business owners, residents, neighborhood groups and industry representatives to ensure that it has a robust and effective regulatory system for the city's marijuana industry.

There are fourteen types of marijuana business licenses issued by the City of Denver as of January 1, 2020:

- **Medical/Retail Storefront**
- **Medical/Retail Cultivation**
- **Medical/Retail Infused Product Manufacturer (MIP)**
- **Medical/Retail Testing Facility**
- **Medical/Retail Transporter**
- **Medical/Retail Off-premises Storage**
- **Cannabis Consumption Establishment/Special Event**

NUMBER OF ACTIVE LICENSED MARIJUANA BUSINESSES FROM JAN 2014 TO JAN 2020:

PERIOD	MEDICAL LICENSES	RETAIL LICENSES	UNIQUE
January 2014	731	270	455
January 2015	621	301	414
January 2016	657	392	454
January 2017	682	429	481
January 2018	671	478	492
January 2019	621	479	475
January 2020	474	474	452

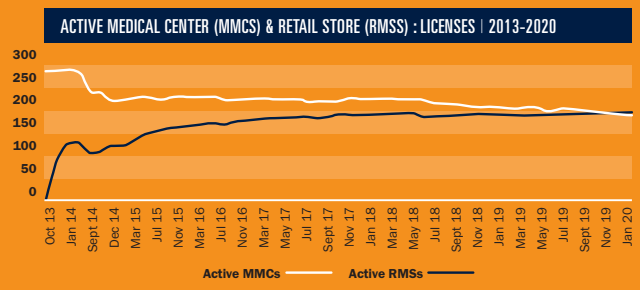
** The decrease from 2014 to 2015 in medical marijuana licenses happened in part because medical marijuana businesses that did not obtain both state and city licenses by July 1, 2014 were required to cease operations.*

** The decrease in medical licenses from 2019 to 2020 happened as a result of the state collapsing one medical license per location.*

NUMBER OF ACTIVE LICENSES BY TYPE OVER TIME:

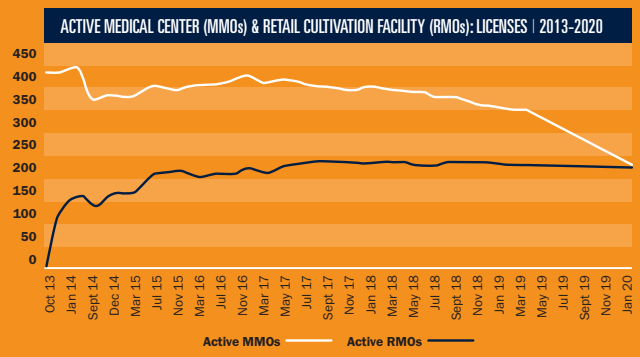
Active Medical Center (MMC) licenses were down -9% from 184 in January 2019 to 167 in January 2020.

Active Retail Store (RMS) licenses increased by 2%, from 167 in January 2019 to 170 in January 2020.

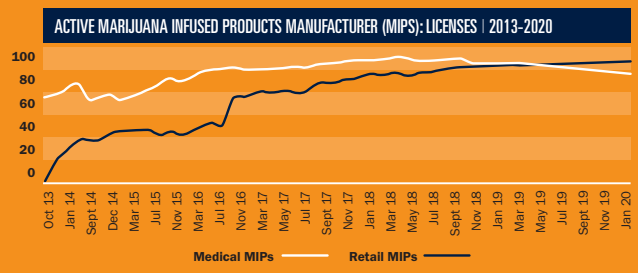


The number of active Medical Optional Premises Cultivation licenses declined -36% from the prior year, down to 214 in January 2020 from 336 in January 2019. This is a result of state law allowing only one medical license per location.

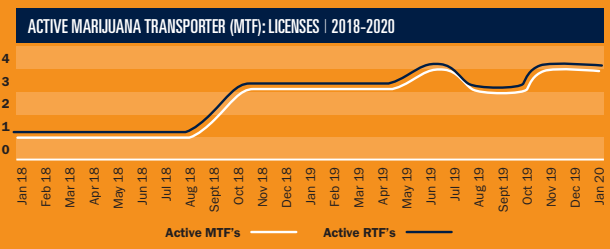
During that same time frame, active Retail Cultivation Facility licenses decreased -7% from 2019 – going from 215 in January 2019 down to 199 in January 2020.



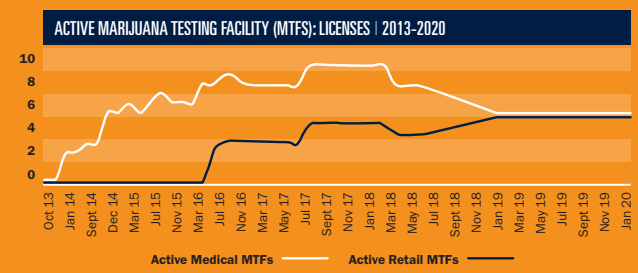
Medical Marijuana Infused Products Manufacturer licenses declined 10% during the same time frame, going from 93 in January 2019 to 84 as of January 2020. Active Licenses for Retail Marijuana Infused Products Manufacturers increased 8% over the prior year, going from 89 in January 2019 to 96 in January 2020.



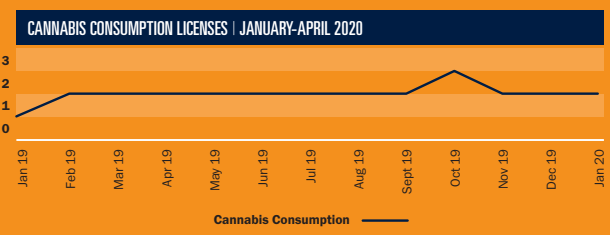
As of January 2020, the City had 4 active Medical Marijuana Transporter licenses and 4 active Retail Marijuana Transporter licenses. Both Medical & Retail Marijuana Transporter licenses increased 33%, going from 3 in January 2019 to 4 in January 2020.



Active licenses for both Medical and Retail Marijuana Testing Facility licenses were unchanged from 5 in January 2019 to 5 in January 2020.



As of January 2020, the City had 2 active Cannabis Consumption licenses. This is up 100% over the single Cannabis Consumption license that was active as of January 2019.



HOW IS MARIJUANA TAXED IN DENVER?

Medical marijuana is subject to standard state and local sales taxes:

Denver Standard Sales Tax*:	4.31%
State Standard Sales Tax:	2.90%
Medical Marijuana Sales Tax:	**7.21%**

**The Denver Preschool Fund directly receives .15% of the city's 3.65% overall standard sales tax. In November 2018, four ballot initiatives were approved by the voters of Denver to increase the standard sales tax rate by a combined total of .66%. All four measures went into effect January 1, 2019 and included sales tax increases for Parks (.25%), Mental Health (.25%), College Affordability (.08%), and Healthy Food (.08%).*

In November 2013, Denver voters approved adding a special sales tax on retail marijuana that could vary from 3.5 to 15.0%. The tax is in addition to standard sales tax and all other applicable state taxes. Since 7/1/17, retail marijuana is exempt from the state standard sales tax, but is subject to both state and local special sales taxes:

Denver Standard Sales Tax*:	4.31%
Denver Special Sales Tax on Retail Marijuana**:	5.50%
State Special Sales Tax on Retail Marijuana***:	15.0%
Retail Marijuana Sales Tax:	**24.81%**

***The Denver Special Sales Tax can increase from 3.5 to 15% when authorized by City Council. In October 2018, there was an increase on the special sales tax from 3.5 to 5.5% to contribute funds towards the city's affordable housing project.*

****Prior to 7/1/17, 15% of the State Special Sales Tax was shared with local jurisdictions. Since 7/1/17, 10% of the State Special Sales Tax has been shared with local jurisdictions.*

MARIJUANA SALES

Denver: Retail Marijuana sales in Denver increased 11% year over year from 2018. Medical Marijuana sales in Denver experienced a 1% decline during the same period.

Colorado: Retail Marijuana Sales in Colorado increased by 15% from 2018 to 2019. Medical Marijuana Sales for the State of Colorado increased slightly by 2% over the same period.

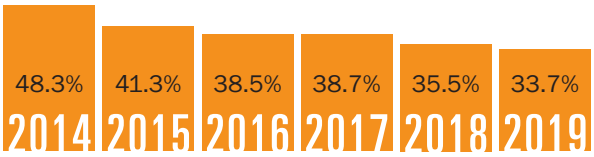
Note: 2014 and 2015 values for Colorado marijuana sales published in previous reports have since updated with current Treasury data.

DENVER MARIJUANA SALES	2014	2015	2016	2017	2018	2019
RETAIL	$149.7M	$219.3M	$291.5M	$377.5M	$392.5M	$434.9M
MEDICAL	$180.1M	$191.4M	$212M	$206.4M	$155.5M	$153.6M
TOTAL	**$329.8M**	**$410.7M**	**$503.5M**	**$584M**	**$548M**	**$588.5M**
TOTAL YOY% CHANGE	–	25%	23%	16%	-6%	7%

COLORADO MARIJUANA SALES	2014	2015	2016	2017	2018	2019
RETAIL	$303.2M	$577.5M	$861.6M	$1.1B	$1.2B	$1.4B
MEDICAL	$380.3M	$418.1M	$445.6M	$416.5M	$332.2M	$338.5M
TOTAL	**$683.5M**	**$995.6M**	**$1.3B**	**$1.5B**	**$1.5B**	**$1.7B**
TOTAL YOY% CHANGE	–	46%	31%	15%	3%	13%

HOW MUCH OF COLORADO'S TOTAL MARIJUANA SALES COME FROM DENVER?

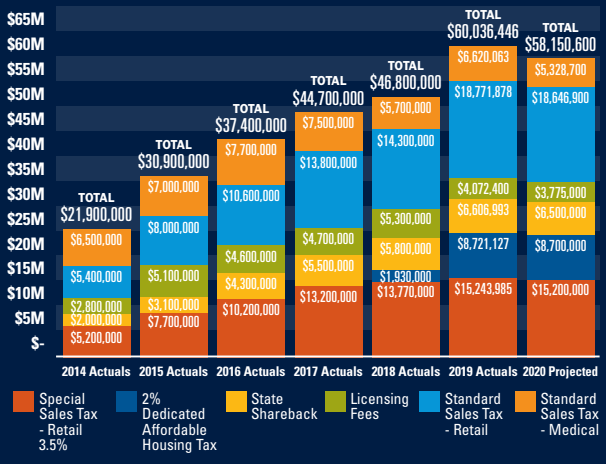
The following results are total Denver marijuana sales / total Colorado marijuana sales. From 2014 – 2019, Denver's portion of Colorado marijuana sales has declined by 15%, from 48.3% in 2014 to 33.7% in 2019. This indicates marijuana sales increased outside of Denver (at a higher rate than occurred within Denver) during the 2014 - 2019 period.



HOW MUCH REVENUE IS GENERATED IN DENVER FROM MARIJUANA?

Marijuana is helping to pay for the resources the city must put toward the robust regulation and enforcement involved with the responsible implementation of legalized marijuana.

However, it's important to understand that marijuana revenue constituted about 4.3% of the city's general fund revenue in 2019.



Total General Fund Revenue/Marijuana Revenue as a % of General Fund Revenue

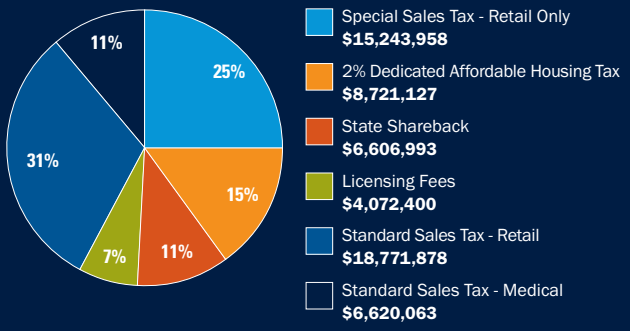
2014 Actuals	2015 Actuals	2016 Actuals	2017 Actuals	2018 Actuals	2019 Actuals	2020 Projected
$1,124,674,402	$1,204,306,900	$1,238,208,804	$1,309,418,915	$1,343,348,264	$1,406,061,854	$1,485,509,355
1.95%	2.57%	3.02%	3.41%	3.5%	4.3%	3.9%

**2020 revenue projections are based on 2018 and 2019 actuals and other revenue forecasting tools available in the Fall of 2019 during the development of the 2020 budget. 2020 projections will be updated for the 2021 budget process based on more recent revenue information.*

** "Shareback": The State of Colorado contributes a portion of its 15% special sales tax on retail marijuana back to the City of Denver and other local Colorado jurisdictions with retail marijuana sales*

- Overall 2019 Revenue from Marijuana in Denver increased 28% over 2018.
- State Shareback revenue in 2019 was up 14% over 2018.
- 2019 revenue from Licensing Fees decreased 23% from 2018.
- Medical Sales Tax revenue was up 16% in 2019, compared to 2018.
- Retail Sales Tax revenue increased 31% in 2019, compared to 2018.
- Retail Special Tax revenue went up 11% in 2019, compared to 2018.

MARIJUANA REVENUE SOURCES FOR 2019 TOTAL: $60M



Through the special sales tax revenue and state shareback funds, the city has funded marijuana regulation, enforcement, and education.

- These funds go into the city's general fund and are allocated toward Denver's immediate needs to responsibly regulate the marijuana industry, enforce the law, and educate the public about marijuana with a focus on youth.
- The licensing fees and retail standard sales tax collected go into the city's general fund to pay for city services, as is the case with medical marijuana taxes collected.
- In October 2018, the special sales tax for retail marijuana was increased by 2%, from 3.5% to 5.5%. This additional 2% is dedicated to affordable housing programs and is projected to generate $8.7 million in 2020.

IV. BUDGET

WHAT DOES THE CITY DO WITH THAT REVENUE?

All of Denver's marijuana-related revenue goes to the city's general fund to pay for city services. The city first allocates the special retail sales tax and state shareback to fund the key areas of:

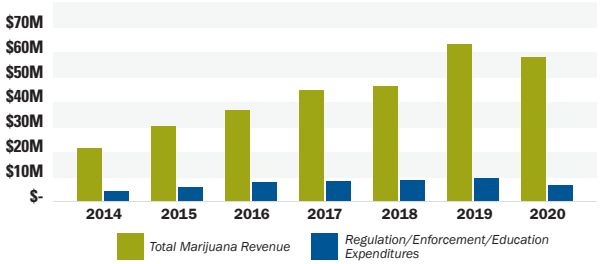
- **Regulation**
- **Education**
- **Enforcement**

Of the projected $21.7 million that can be appropriated for marijuana-specific spending in 2020, the city has budgeted **$7.4 million** in expenditures across city departments and agencies for regulation, enforcement, and education efforts.

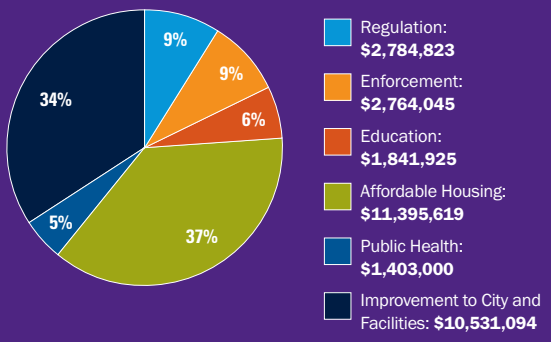
Additionally, in 2020, $23.4 million from marijuana-related revenue was appropriated to add investments for deferred maintenance, affordable housing, opioid intervention and other one-time equipment costs.

Finally, the standard sales tax received from retail and medical marijuana and the revenue from marijuana licensing fees ($27 million in 2019) is treated the same as the city's other sales tax revenue sources (such as clothing and other goods) in that it goes into the general fund and is spread across the city for a variety of general operating needs (libraries, parks, recreation programs, street maintenance, auditors, attorneys, etc.).

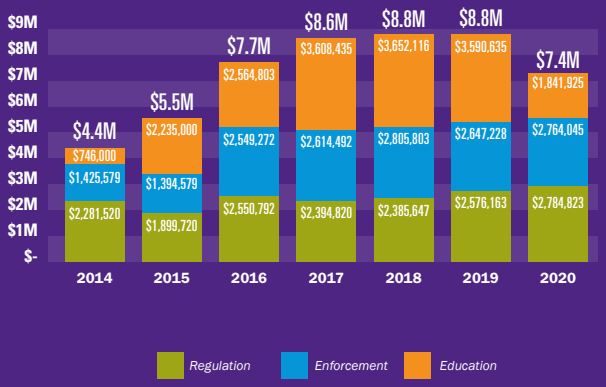
GENERAL FUND REVENUE AFTER REGULATION, ENFORCEMENT, EDUCATION



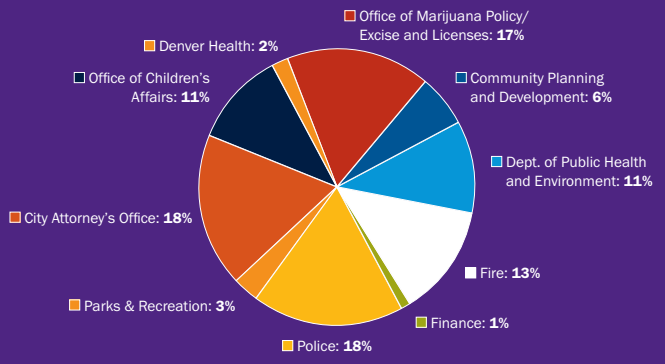
2020 RETAIL MARIJUANA SPECIAL SALES TAX AND STATE SHAREBACK ALLOCATION



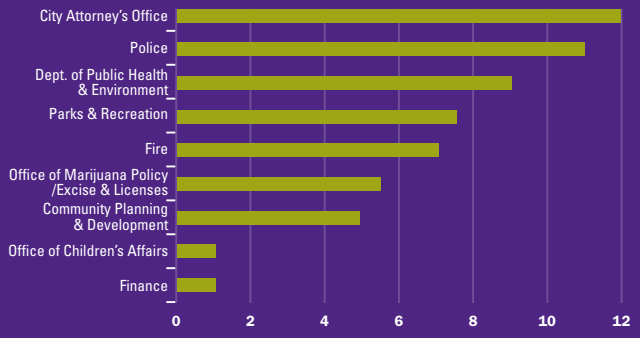
REGULATION, ENFORCEMENT, AND EDUCATION EXPENDITURES:



2020 DISTRIBUTION OF MARIJUANA REGULATION, ENFORCEMENT, AND EDUCATION COSTS BY DEPARTMENT:



2020 BUDGETED MARIJUANA-RELATED FTES



MARIJUANA EQUITY AND SOCIAL JUSTICE

EQUITY THROUGH MARIJUANA TAX REVENUE.

All our work in Denver is done through a race and social justice lens, and the budgeting of cannabis tax dollars is no different. The Office of Marijuana Policy has made it a priority to ensure the equitable distribution of marijuana revenue, and from 2014 to 2019 we were able to:

- Dedicate a portion of marijuana taxes that helped Denver double the affordable housing fund from $15 million to $30 million to **build more than 6,000 units**, which supports housing for many people including those who have been economically disadvantaged due to the failed war on drugs.
- **$9.3 million** of the funds dedicated to affordable housing in 2019 are from Denver's special recreational marijuana tax.
- The City has dedicated more than **$10 million** from Denver's special sales tax on recreational marijuana to fund **free after-school and summer programs for youth**, with a focus on underserved communities. This education funding also includes support for diversion programs, with a focus on high-need areas in Denver.
- Marijuana tax dollars are helping to upgrade parks and recreation centers in Denver, including the opening of Denver's first truly urban style recreation center called the **Carla Madison Recreation Center** in 2018. Funding for this recreation center included **$3.2 million** from marijuana tax proceeds.

Other than committing marijuana tax dollars, through our multipronged approach to cannabis equity, we intend to:

- Decrease barriers to entry in the industry by exploring financial, technical, and business support.
- Create a workforce development tool for those interested in beginning a career in the marijuana industry that would allow for training and professional development.
- Promote criminal justice restitution through our Turn Over a New Leaf program.

LICENSING, OWNERSHIP AND WORKFORCE DEVELOPMENT

For decades, the war on drugs has significantly impacted our communities, with disproportionately harmful impacts on communities of color. The effects of prohibition and its consequences can negatively affect many aspects of a person's life, including employment, education, economic earning potential, qualification for government benefits and programs, and immigration status proceedings.

The challenge of today's post-legalized world is also our opportunity: the legalization of adult-use cannabis presents a chance to learn from the past and to create accountable mechanisms to achieve **shared prosperity**. We must now work together to foster more equitable access to participation in the cannabis industry, including promotion of ownership and stable employment opportunities.

To date, our team has **spoken with over 300 people**, including social justice advocates, marijuana industry owners and employees, and people who wish to enter into the cannabis industry. Our goal is to gather input on the City's long-term plan to support a social equity program.

TURN OVER A NEW LEAF MARIJUANA EXPUNGEMENT PROGRAM AND CLINICS

Turn Over a New Leaf is a program where Denverites can apply to vacate and seal low-level marijuana criminal convictions that happened in Denver before legalization. To date, we have received **538 applications**, which have resulted in **85 convictions being identified** as eligible for the program.

Denver held **five clinics** in different locations throughout the City. Criminal and immigration volunteer attorneys were present to assist attendees. Our team **went to the City and County Jail five times** in 2019 to guarantee that the incarcerated population has access to this resource. We continue to schedule future visits.

We **invested more than $25,000** in City resources to create the program, staff clinics, and promote the program through community outreach, media relations and digital communications.

THE DENVER COLLABORATIVE APPROACH IN ACTION

Governments across the U.S. and the world are tackling – or are preparing for – the new and evolving challenges that come with the regulation of legalized marijuana. On the leading edge of this challenge, Denver is committed to ensuring that its regulations address both current and future issues.

Change continues in Denver and Colorado at a rapid pace and the collaborative approach enables the city to respond quickly and effectively to address issues as they arise.

Denver partners with city agencies, departments, institutional stakeholders, and the community to develop sensible policies which balance the needs of industry, consumers, families, and neighborhoods and preserve Denver's quality of life, public health, and safety.

Under the leadership of Mayor Hancock, the city has adopted a collaborative model to manage marijuana, which includes multiple agencies working together to preserve, protect, and enhance Denver's excellent **quality of life**. This work is grounded in the city's priorities of marijuana management, including **robust regulation**, **strict enforcement**, and **effective education**.

PUBLIC EDUCATION & COMMUNICATION

Youth Prevention & Education

Denver once again committed millions of retail marijuana sales tax dollars to be distributed to youth-serving organizations by the city's Offices of Children's Affairs and Behavioral Health.

MORE THAN

$16 MILLION of marijuana revenue from 2014-2019 has been granted to these important programs to protect and educate our youth.

The "Healthy Lifestyles for Youth" funds administered by Children's Affairs support quality afterschool and summer programs in over 50 organizations, supporting more than 10,000 youth.

- The funds leverage existing best practices and processes to enhance quality programs and promote pro-social activities to youth living in an environment with legalized marijuana.
- The funds utilize youth development programs as a place for early education and as a first step to preventing marijuana use.
- To help youth build the skills they need to make positive, healthy lifestyle choices, existing programs already using effective positive youth development and social-emotional learning strategies were provided additional funding to expand or enhance services.
- With that money Denver was also able to create a Marijuana Curriculum, designed to teach youth the different facts about marijuana and underage use. The curriculum is available at afterschool programs serving middle school students.

The Diversion Accountability and Behavioral Health funds administered by the Office of Behavioral Health Strategies provided seven programs with funds for intervention, treatment, education and other alternatives for approximately 4,321 youth and young adults who have violated a city or state law or school code in 2019. **The funds help:**

- Create alternative consequences for unlawful marijuana use or possession.
- Prevent further involvement of youth and young adults in the justice system.
- Improve outcomes for youth through coordinated services.
- Reduce and address the potential harm of substance use.
- Promote sharing of best practices and other networking opportunities for youth serving professionals.

IN DECEMBER 2017, THE CITY AND COUNTY OF DENVER LAUNCHED THE HIGH COSTS CAMPAIGN FOR YOUTH AGES 12-17 to educate Denver youth about marijuana so they can make an informed decision not to use underage. The campaign is focused on providing facts and encouraging peer to peer conversation.

HIGH COSTS

WWW.THEHIGHCOSTS.COM

- To date, the High Costs campaign has garnered over 241 million media impressions, or views, including a feature on CBS This Morning. A recent survey showed that 75 percent of teens aware of the High Costs campaign said that its messaging discouraged them from using marijuana.
- The campaign can be found online at **TheHighCosts.com**.

Information & Outreach

- Sponsored a Denver Police radio campaign educating listeners about Denver marijuana laws, responsible consumption and safe storage.
- Continued collaboration with the State of Colorado's education campaigns and continued to serve on the state's Marijuana Education Oversight Committee.
- Updated Denvergov.org/MarijuanaInfo website
  - Made various "Know the Law" updates and created a hub for all state and local laws and regulations.
- Attended community meetings of all stripes, including:
  - Registered Neighborhood Organization meetings
  - City Council district gatherings
  - Inter-Neighborhood Cooperation committee meetings
  - Other community meetings

PUBLIC EDUCATION & COMMUNICATION CONTINUED

Collaboration & Communication

- Participated in Mayor Hancock's quarterly Cabinet in the Community.
- Continued to present updates to the Downtown Denver Partnership, Visit Denver, the Denver Chamber of Commerce and other groups upon request.
- Continued conference calls with other states that have legalized marijuana.
- Continued to host information briefings for other jurisdictions, states and countries requesting information on how Denver regulates marijuana.
- Supported the "Policy and Practice Summit" sponsored by the Denver Afterschool Alliance.
- Met with neighborhood groups, SMART Colorado, nonprofits and other entities requesting information about marijuana.
- Coordinated with Denver Health on collecting data related to marijuana public health impacts.
- Continued to participate in the Denver Partnership for Youth Success working group.
- Created the Equity Governance Work Group and the Community Cannabis Equity and Social Justice Committee.

Industry Outreach

- Continued to educate the industry through regular Marijuana Informational Bulletins on new and changing regulations.
- Assisted as needed with other efforts including Denver Department of Public Health and Environment's Cannabis Sustainability Newsletter and best practices manual.
- Held quarterly check-in meetings with the marijuana industry.
- Held special meetings, as needed, on educational topics or for input on policies, procedures and regulations.
  - Invited industry members to participate in the Community Cannabis Equity and Social Justice Committee.
  - Invited industry members periodically to attend internal meetings to brainstorm, report out, and provide an industry viewpoint.
- Attended industry association meetings of the Marijuana Industry Group, Cannabis Business Alliance, and Colorado Cannabis Chamber of Commerce.

- Attended industry-sponsored educational events, tours and briefings.
- Continued the Permitting Assistance Team to help businesses navigate social consumption rules and regulations.

Customer Service

- The city continues to develop and publish marijuana informational dashboards that live on the Denver Marijuana Info website.
- Analyzed 311 inquiries to identify frequently asked questions and provide answers.
- Created the option for scheduled appointments for marijuana licensing transactions.

Resource Analysis, Efficiency & Economic Impact

- Continued to ensure that marijuana funds are allocated effectively to different city departments.
- Participated in an Indirect Cost Analysis to identify and quantify the indirect costs of marijuana regulation and enforcement incurred throughout the city.
- Created a mechanism to obtain feedback from internal agencies regarding operational efficiencies, effectiveness of policies, and the quality of the decision-making model.

DENVER MARIJUANA MANAGEMENT SYMPOSIUM

- In 2019 Denver hosted the fourth annual Marijuana Management Symposium to share information with regulators and policymakers from around the world.
- The event spanned two and a half days and hosted 356 attendees and 61 speakers from 3 countries, 17 U.S. states and the District of Columbia. The symposium has become the centerpiece of Denver's collaboration with other governments as the city has become a model for those who are adjusting to newly legalized marijuana or facing the possibility of future legalization.
- The city is committed to exchanging information and best practices with others to contribute to the public good, build better communities and develop common ground for the future.



THE LEADER IN CONSUMER HEALTH & SAFETY PROTECTION

Denver's Department of Public Health and Environment (DDPHE) continues to address consumer safety issues with a focus on mold contamination, ingredients lacking safety information used in smoking and vaping products, and underregulated hemp-derived cannabidiol ingestible products sold for therapeutic or wellness purposes.

In the absence of state and federal public health regulations and guidelines for marijuana products, the city stands in the gap, looking out for its residents and visitors as well as protecting consumer health and safety.

Denver continues to coordinate with other local and state agencies and the marijuana industry to identify potentially harmful marijuana products and place them on hold and/or recall them when necessary.

- In 2019, DDPHE conducted 27 cannabis investigations that resulted in four business recalls.
- Denver has conducted 43 recalls to date in the cannabis program which were due to mold and/or pesticide contamination, unapproved source issues, or shelf stability concerns.



DDPHE collaborated with the Cannabis Health & Safety Advisory Committee to develop an assessment of contaminants in recreational marijuana products sold in Denver and then carried out this assessment in the latter half of 2019.

- The goal of this assessment was to better understand the degree to which contaminants, specifically pesticides and molds, are present in regulated recreational marijuana products sold in the City and County of Denver.
- Although results have yet to be published, preliminary results from the assessment indicate that products sold can be contaminated with molds without dispensary employees' and consumers' awareness. The results from this assessment have many public health, policy, and regulation implications.
- Due to the ongoing COVID pandemic, DDPHE has not yet published results finding from the 2019 baseline assessment.
- The baseline assessment consisted of 25 retail marijuana stores identified to assess contaminants in products on store shelves. DDPHE worked with epidemiological partners at Denver Public Heath to create the assessment methodology. Participating stores were randomly identified for inclusion in the assessment. Current METRC inventory lists were pulled for each store with assistance from the Colorado Marijuana Enforcement Division and were used to randomly identify samples of flower, trim/shake, and pre-rolls. Each sample was tested for pesticides and total yeast and mold by state- and ISO-certified marijuana testing facilities. Results of their respective testing were shared with each facility and will also be shared broadly within a write-up of results at a later date.

Any comments or questions about this assessment can be emailed to phicomments@denvergov.org.

VI. ENFORCEMENT

PATROLLING THE BOUNDARIES OF LAW

Since the legalization of recreational marijuana in 2012, the illegal production and sale of marijuana has continued in Denver. In the first few years, the city experienced a large increase in black market marijuana. Through increased enforcement and collaboration between all city agencies, the City of Denver was able to mitigate many of the issues leading to the increase in black market marijuana. The Denver Police Department remains committed to enforcing all state and local laws pertaining to the illegal production and sale of marijuana.

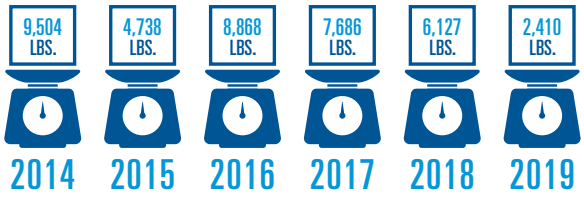
WHAT DOES THE BLACK MARKET LOOK LIKE?

The market for Denver marijuana is very lucrative and extends across the United States. The market takes many forms:

- Internet sales (Craigslist, Facebook groups, etc.)
- Mid-level trading: Continuous market of people purchasing $5,000-$10,000 of Colorado marijuana and transporting/shipping it out of state for resale.
- Large criminal organizations

The city has intensified its focus on those who refuse to play by the rules with increased education and enforcement.

ILLEGAL MARIJUANA PROCESSED BY THE DENVER POLICE DEPARTMENT (DPD) CRIME LAB:



This data only reflects seizures processed through the Denver Police Department crime lab.

- DPD's marijuana team has been involved in numerous operations where marijuana seized was processed by the Drug Enforcement Agency. Those numbers are not reflected here.
  - For example, in 2013, DPD worked with federal agencies and seized more than 10,000 pounds, in one case alone, all of which was processed by the DEA.

POLICE OUTREACH

DPD has worked proactively with marijuana business owners to provide them with crime fighting tips and share best practices with and among marijuana businesses.

- In 2019, DPD continued the district outreach program which allows industry members to meet the commander and officers in their district.
- DPD continued to educate the industry with Crime Prevention Through Environmental Design (CPTED), which provides crime fighting and safety tips.

HOME GROWS

Denver residents can cultivate up to six plants per adult in a household and never more than 12 plants total. Additionally, Denver created a limitation of 36 plants on a non-residential zone lot. Over the last several years, the city has received many complaints of home growing that exceeds the legal plant count.

The city is addressing these issues with:

- Streamlined communication processes between police and city inspectors to help address complaints.
- Increased number of officers working to address illegal home grows.
- Developed an education campaign on home grow safety and how to spot illegal activity.

MARIJUANA CRIME & ARREST DATA

1. Total Marijuana Offenses

Definition: Reported offenses to the Denver Police Department that, upon review, have a clear connection or relation to marijuana. Please contact the Denver Police Department if you have questions about the data reported in this section. Total marijuana offenses accounts for less than 1 percent of overall reported offenses in Denver.

YEAR	MARIJUANA CULTIVATION	MARIJUANA POSSESSION	MARIJUANA DISTRIBUTION	INDUSTRY RELATED CRIME*
2014	19	356	65	175
2015	25	272	60	185
2016	43	189	67	210
2017	52	145	87	139
2018	59	142	71	200
2019	32	77	39	213

YEAR	OTHER NON-INDUSTRY RELATED CRIME**	DUID MARIJUANA	TOTAL MARIJUANA OFFENSES	TOTAL CITYWIDE OFFENSES
2014	107	66	788	61,276
2015	81	73	696	64,317
2016	64	63	636	65,368
2017	62	63	548	66,354
2018	24	92	588	66,023
2019	25	97	483	65,470

The offenses listed in the table above exclude public consumption of marijuana, marijuana prohibited in parks and marijuana on the 16th Street Mall.

** Industry Related Crime entails reported criminal offenses where marijuana businesses were either the victim or the perpetrator of a crime. Approximately 77% of these crimes were burglaries or larcenies that occurred at licensed marijuana businesses.*

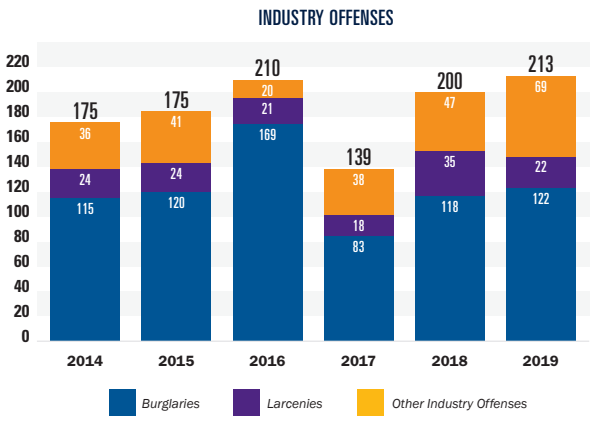
*** Other Non-Industry Related Crime entails reported criminal offenses that are not direct violations of marijuana law and do not have a clear connection to a licensed business, yet marijuana is believed to be the motive for the crime. For example, if someone is growing four marijuana plants in their garage for personal use, and someone breaks into the garage to steal the marijuana plants, that would be considered other non-industry related crime.*

2. Marijuana Industry Related Offenses

Definition: The subset of Marijuana Related Offenses where licensed marijuana businesses were either the victim or the perpetrator of a crime. Marijuana Industry Related Offenses represents less than ½ of 1 percent of overall crime in Denver. In 2019, burglary or attempted burglary accounted for 57% of Marijuana Industry-Related Offenses. Larceny (theft) accounted for another 10% of all Marijuana Industry-Related Offenses.

- **2014:** 175 (0.29%)
- **2015:** 185 (0.29%)
- **2016:** 210 (0.32%)
- **2017:** 139 (0.20%)
- **2018:** 200 (0.30%)
- **2019:** 213 (0.30%)

In 2019, burglary or attempted burglary accounted for 57% of Marijuana Industry-Related Offenses. Larceny (theft) accounted for another 10% of all Marijuana Industry-Related Offenses.



Violent Offenses related to the licensed marijuana industry is rare, with 7 reported in 2013, 8 reported in 2014, 8 reported in 2015, 3 reported in 2016, 6 reported in 2017, 7 reported in 2018 and 22 reported in 2019.

- Note: Violent Offenses includes homicide, rape, robbery, and aggravated assault.
- There were 22 violent offenses related to the marijuana industry in 2019, or one violent offense related to the marijuana industry for every 244 violent offenses overall.
- Marijuana businesses make up less than 1% of all businesses in Denver but account for approximately 10% of all reported business burglaries.

3. Arrests

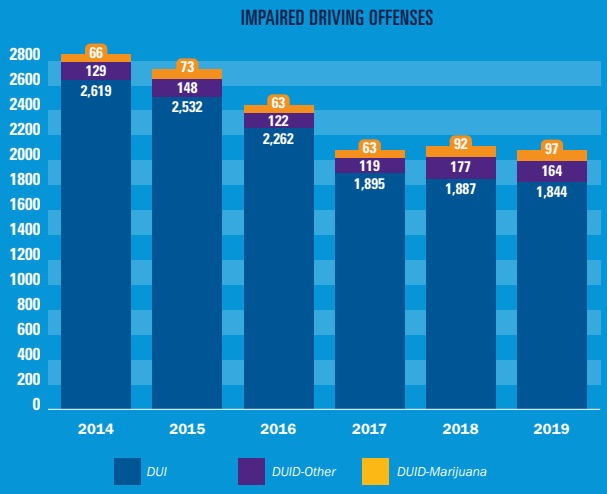
Definition: City and County of Denver arrest data include citations and bookings for violations of marijuana laws in State of Colorado statute and/or City of Denver municipal code. There may be multiple arrests/ citations per reported incident. A citation is a ticket to appear in court and an arrest is when a person is placed in custody.

VIOLATION DESCRIPTION	2018	2019	CHANGE	%
UNLAWFUL EXTRACTION OF MARIJUANA CONCENTRATE	31	4	-27	-87%
UNLAWFUL DISTRIBUTION OF MARIJUANA	283	131	-152	-54%
UNLAWFUL CULTIVATION OF MARIJUANA	181	80	-101	-56%
UNLAWFUL POSSESSION OF MARIJUANA	395	286	-109	-28%
UNLAWFUL PUBLIC DISPLAY / CONSUMPTION OF MARIJUANA	388	167	-221	-57%
MARIJUANA PROHIBITED IN PARKS	122	41	-81	-66%
MARIJUANA BUSINESS LICENSE VIOLATIONS	14	7	-7	-50%
GRAND TOTAL	1414	716	-698	-49%
TOTAL NUMBER OF ARRESTEES PER INCIDENT	1052	551	-501	-48%

IMPAIRED DRIVING ARRESTS

Impaired driving creates a serious public safety hazard. Over the years, overall impaired driving arrests have been on the decline in Denver. This change can be attributed to several factors, including public education campaigns and the rising popularity of ride sharing services.

Marijuana-related DUID (driving under the influence of drugs) arrests have remained fairly consistent over the years, yet they remain a small portion of overall impaired driving arrests. It is important to note that the low volume of marijuana DUID arrests shown here is not indicative of the true frequency of impaired driving, but rather it reflects the difficulties of confirming marijuana-related impairment.



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DENVER

THE MILE HIGH CITY

Appendix E: House Bill 2: Cannabis Regulation Act

AN ACT

RELATING TO CANNABIS; ENACTING THE CANNABIS REGULATION ACT; CREATING THE CANNABIS CONTROL DIVISION OF THE REGULATION AND LICENSING DEPARTMENT; PROVIDING POWERS AND DUTIES; SETTING LIMITATIONS ON SALES AND PURCHASES OF CANNABIS; PROVIDING FOR LICENSURE AND PERMITTING; TRANSFERRING LICENSING AUTHORITY UNDER THE LYNN AND ERIN COMPASSIONATE USE ACT TO THE CANNABIS CONTROL DIVISION; CREATING THE CANNABIS REGULATORY ADVISORY COMMITTEE; CREATING A FUND; AUTHORIZING THE REGULATION AND LICENSING DEPARTMENT TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH INDIAN NATIONS, TRIBES AND PUEBLOS; REQUIRING TRAINING FOR PERMITTEES; ENACTING THE CANNABIS TAX ACT; DISTRIBUTING A PORTION OF THE CANNABIS EXCISE TAX TO MUNICIPALITIES AND COUNTIES; REQUIRING REPORTING; PRESCRIBING PENALTIES; AMENDING, REPEALING AND ENACTING SECTIONS OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. SHORT TITLE.--Sections 1 through 42 of this act may be cited as the "Cannabis Regulation Act".

SECTION 2. DEFINITIONS.--As used in the Cannabis Regulation Act:

A. "advertisement":

(1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that

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is displayed in printed material or on a sign or other outdoor display or presented in a radio, television or other media broadcast or in digital media; and

(2) does not include:

(a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises;

(b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or

(c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

B. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product;

C. "cannabis consumption area" means an area where cannabis products may be served and consumed;

D. "cannabis courier" means a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

E. "cannabis establishment" means:

(1) a cannabis testing laboratory;

(2) a cannabis manufacturer;

(3) a cannabis producer;

(4) a cannabis retailer;

(5) a cannabis research laboratory;

(6) a vertically integrated cannabis establishment;

(7) a cannabis producer microbusiness; or

(8) an integrated cannabis microbusiness;

F. "cannabis extract":

(1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

G. "cannabis flowers" means only the flowers of a cannabis plant;

H. "cannabis manufacturer" means a person that:

(1) manufactures cannabis products;

(2) packages cannabis products;

(3) has cannabis products tested by a cannabis testing laboratory; or

(4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments;

I. "cannabis producer" means a person that:

(1) cultivates cannabis plants;

(2) has unprocessed cannabis products tested by a cannabis testing laboratory;

(3) transports unprocessed cannabis products only to other cannabis establishments; or

(4) sells cannabis products wholesale;

J. "cannabis producer microbusiness" means a cannabis producer at a single licensed premises that

possesses no more than two hundred total mature cannabis plants at any one time;

K. "cannabis product" means a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients;

L. "cannabis research laboratory" means a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses;

M. "cannabis retailer" means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

N. "cannabis server permit" means an authorization that allows a person to directly offer, sell or serve cannabis or cannabis products as part of commercial cannabis activity in a cannabis consumption area;

O. "cannabis server permit education provider" means a person that provides cannabis server education courses and examinations;

P. "cannabis testing laboratory" means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing;

Q. "cannabis training and education program" means a practical or academic curriculum offered by a New Mexico public post-secondary educational institution designed to

prepare students for participation in the cannabis industry;

R. "commercial cannabis activity":

(1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and

(2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

S. "consumer" means a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale;

T. "contaminant" means pesticides and other foreign material, such as hair, insects or other similar adulterants, in harvested cannabis;

U. "controlling person":

(1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and

(2) does not include a bank or licensed lending institution;

V. "cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

W. "department" means the regulation and licensing department;

X. "director" means the director of the division;

Y. "division" means the cannabis control division of the department;

Z. "dry weight basis", when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

AA. "facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products;

BB. "financial consideration" means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions or donations;

CC. "homegrown" or "homemade" means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration;

DD. "household" means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps or stores homegrown cannabis or homemade cannabis products;

EE. "immature cannabis plant" means a cannabis plant that has no observable flowers or buds;

FF. "industry standards" means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States;

GG. "integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

(1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sales and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; and

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

HH. "licensed premises" means a location that includes:

(1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;

(2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and

(3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy;

II. "local jurisdiction" means a municipality, home rule municipality or county;

JJ. "manufacture" means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product;

KK. "medical cannabis" means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act;

LL. "medical cannabis program" means the program created pursuant to the Lynn and Erin Compassionate Use Act;

MM. "medical cannabis registry" means the system

by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients;

NN. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act;

OO. "public place" means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation;

PP. "qualified patient" means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act;

QQ. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a

governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

RR. "retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers;

SS. "superintendent" means the superintendent of regulation and licensing;

TT. "unprocessed" means unaltered from an original, raw or natural state; and

UU. "vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

(1) a cannabis courier;

(2) a cannabis manufacturer;

(3) a cannabis producer; and

(4) a cannabis retailer.

SECTION 3. DIVISION--POWERS AND DUTIES--RULEMAKING--ADVISORY COMMITTEE CREATED--MEMBERSHIP--DUTIES.--

A. The "cannabis control division" is created in the department to administer the Cannabis Regulation Act and the licensing provisions of the Lynn and Erin Compassionate Use Act and rules promulgated in accordance with those acts. Rules shall be adopted and promulgated as provided in the

State Rules Act.

B. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards necessary for the division to carry out its duties pursuant to the Cannabis Regulation Act as follows:

(1) qualifications and procedures for licensure; provided that qualifications shall be directly and demonstrably related to the operation of the applicable cannabis establishment;

(2) security requirements for a cannabis establishment;

(3) requirements related to:

(a) inspection and monitoring of a cannabis establishment;

(b) a cannabis establishment's recordkeeping and tracking of cannabis from seed until sale;

(c) prevention of the sale or diversion of cannabis products in commercial cannabis activity to a person under the age of twenty-one;

(d) labeling of cannabis products packaged, sold or distributed by a cannabis establishment; and

(e) language for labels of cannabis products regarding potential adverse effects;

(4) rules providing that:

(a) a person who is twenty-one years old or older shall not purchase more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis at one time; and

(b) as to commercial cannabis activity: 1) a consumer shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis outside the consumer's private residence; 2) any cannabis in excess of the amounts described in Item 1) of this subparagraph shall be stored in the person's residence and shall not be visible from a public place; and 3) the division shall not limit the amount of tetrahydrocannabinol concentration in a cannabis product; provided that the division may adopt requirements for apportionment and packaging of cannabis products;

(5) rules on advertising and marketing of cannabis products;

(6) rules on how a licensee may display cannabis products for sale;

(7) procedures that promote and encourage full participation in the cannabis industry governed by the Cannabis Regulation Act by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy, rural communities likely to be impacted by cannabis

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production and agricultural producers from economically disadvantaged communities;

(8) procedures that promote and encourage racial, ethnic, gender and geographic diversity and New Mexico residency among license applicants, licensees and cannabis industry employees;

(9) rules for a certification process to identify cannabis products for consumers from integrated cannabis microbusinesses or cannabis producer microbusinesses or owned by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy and underserved communities that include tribal, acequia, land grant-merced and other rural historic communities;

(10) in consultation with the economic development department, development of a technical assistance resource guide for rural New Mexico residents who are seeking to establish vertically integrated cannabis establishments, cannabis producer microbusinesses or integrated cannabis microbusinesses;

(11) in consultation with the department of environment, rules to establish:

(a) health and safety standards applicable to the research, production and manufacture of cannabis products;

(b) standards for food and product safety applicable to cannabis products; and

(c) which additives are approved for and prohibited from inclusion in cannabis products; provided that nicotine shall be prohibited;

(12) in consultation with the New Mexico department of agriculture and the department of environment, rules to establish standards for quality control, inspection and testing of cannabis products for potency and contaminants, except for cannabis produced or harvested for research purposes and not for ingestion; provided that all such rules and standards shall be consistent with the rules and standards for testing of medical cannabis products; and

(13) in consultation with the state fire marshal's office of the homeland security and emergency management department, rules with regard to health and safety.

C. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards relating to cannabis training and education programs, including:

(1) qualifications and procedures for licensure; and

(2) physical security, cybersecurity and, if applicable, security of information collected under the

federal Health Insurance Portability and Accountability Act of 1996 requirements.

D. No later than January 1, 2022, the division shall promulgate rules in consultation with the New Mexico department of agriculture, the department of environment and the office of the state engineer to establish:

(1) environmental protections; and

(2) protocols to ensure licensees' compliance with state and local laws and ordinances governing food and product safety, occupational health and safety, environmental impacts, natural resource protection, water use and quality, water supply, hazardous materials, pesticide use and wastewater discharge.

E. No later than January 1, 2022, the division shall adopt rules in consultation with the department of health to establish standards and determinations on requirements for reserving cannabis products for sale to qualified patients, primary caregivers and reciprocal participants.

F. The division shall collect and publish annually on the division's website, and present to the appropriate interim committee of the legislature, a report describing demographic data on license applicants, controlling persons and employees of cannabis establishments, including race, ethnicity, gender, age, residential status and whether the

applicants, persons, employees or the locations where the cannabis products are produced, manufactured, sold, tested or researched are located in an underserved rural community, including tribal, acequia, land grant-merced or other rural historic communities.

G. The "cannabis regulatory advisory committee" shall be created no later than September 1, 2021. The committee shall advise the division on the development of rules pursuant to the Cannabis Regulation Act, including best practices and the promotion of economic and cultural diversity in licensing and employment opportunities and protection of public health and safety while ensuring a regulated environment for commercial cannabis activity that does not impose unreasonable barriers that would perpetuate, rather than reduce and eliminate, the illicit market for cannabis. A person appointed to the cannabis regulatory advisory committee shall not hold any ownership interest or investment in a licensed person pursuant to the Cannabis Regulation Act; provided that the superintendent may appoint a person who holds an ownership interest in a licensed person as a nonvoting member. The committee shall consist of the following members:

(1) the chief public defender or the chief public defender's designee;

(2) a district attorney appointed by the New

Mexico district attorney association;

(3) a municipal police chief appointed by the New Mexico association of chiefs of police;

(4) a county sheriff appointed by the executive director of the New Mexico association of counties; and

(5) one member for each of the following groups or professional qualifications, appointed by the superintendent:

(a) a cannabis policy advocacy organization;

(b) a labor organization;

(c) a qualified patient;

(d) a state or local agency with relevant expertise as the director and the superintendent deem appropriate;

(e) an Indian nation, tribe or pueblo with relevant expertise as the director and the superintendent deem appropriate;

(f) expertise in public health;

(g) expertise in regulating commercial activity for adult-use intoxicating substances;

(h) expertise and experience in cannabis laboratory science;

(i) expertise in environmental science;

(j) expertise in small business development;

(k) expertise in water resources;

(l) expertise in other relevant areas as the director and the superintendent deem appropriate; and

(m) previous experience as a cannabis retailer, cannabis producer or cannabis manufacturer and who is a nonvoting member.

H. The cannabis regulatory advisory committee shall elect from among its members a chair and such other officers as it deems necessary. The committee shall meet at the call of the chair, the director or the superintendent. A majority of members currently serving constitutes a quorum for the conduct of business. Members shall serve at the pleasure of the superintendent.

I. Public voting members of the cannabis regulatory advisory committee are entitled to receive per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

J. The division shall:

(1) monitor the supply and demand of cannabis products produced in New Mexico by licensees and present annually to the appropriate interim committee of the legislature the impacts of supply on illicit cannabis

products markets and adequate supply of cannabis products for qualified patients and reciprocal participants;

(2) request the department of public safety to enforce the provisions of the Cannabis Regulation Act as deemed necessary; and

(3) undertake studies and conduct courses of instruction for division employees that will improve the operations of the division and advance its purposes.

SECTION 4. DEPARTMENT OF HEALTH--DUTIES--PUBLIC HEALTH AND SAFETY ADVISORY COMMITTEE.--

A. The department of health shall monitor emerging scientific and medical information relevant to the health effects associated with the use of cannabis products and shall monitor changes in cannabis product use, opioid use and alcohol use patterns for children and adults within the state, broken down by county, race and ethnicity.

B. No later than September 1, 2021, the secretary of health shall appoint a "public health and safety advisory committee" composed of no more than fifteen professionals with expertise related to cannabis products through work, training or research in public health, epidemiology, medicine, medical toxicology, poison control, road safety, occupational safety, environmental safety and emergency medicine.

C. Beginning December 1, 2024, the public health

and safety advisory committee shall provide to the legislature, and the department of health shall publish on its website, an annual report on the health effects of legalizing cannabis products for adult use. The report shall include the following elements relating to cannabis product use and, as applicable, the demographics of persons who are the subject of an element:

(1) child access;

(2) road safety and driving while impaired;

(3) workplace safety;

(4) the percentage of emergency room visits and outcomes;

(5) educational needs for children and adults;

(6) consumer and product safety;

(7) the percentage of poison control center calls; and

(8) the impact of cannabis use on rates of alcohol, opioid and other substance abuse.

D. In consultation with qualified patients and primary caregivers, the department of health shall publish an annual assessment report that shall include at a minimum an evaluation of the affordability and accessibility of medical cannabis.

E. Public members of the public health and safety

advisory committee are entitled to per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

SECTION 5. DEPARTMENT OF HEALTH--DUTIES--TRANSFER OF LICENSING DUTIES.--Except for administration of the medical cannabis registry, the power, duty and authority of the department of health related to the medical cannabis program shall be transferred to the division on the effective date of the Cannabis Regulation Act.

SECTION 6. LICENSING CANNABIS ACTIVITIES--LIMITATIONS--MEDICAL CANNABIS LEGACY LICENSING--CANNABIS SHORTAGE FOR MEDICAL PROGRAM.--

A. The division shall regulate and administer and may collect fees in connection with the administration of:

(1) commercial cannabis activity and licensing related to commercial cannabis activity;

(2) the medical cannabis program, except for the medical cannabis registry; and

(3) all aspects of cannabis relating to cannabis training and education programs.

B. The division shall follow the provisions of the Uniform Licensing Act when licensing or permitting the following:

(1) cannabis consumption areas;

(2) cannabis couriers;

(3) cannabis manufacturers;

(4) cannabis producer microbusinesses;

(5) cannabis producers;

(6) cannabis research laboratories;

(7) cannabis retailers;

(8) cannabis servers;

(9) cannabis testing laboratories;

(10) cannabis training and education programs;

(11) integrated cannabis microbusinesses; and

(12) vertically integrated cannabis establishments.

C. The division shall include a clear designation on all licenses and permits that indicates whether the license or permit is for medical cannabis activity, commercial cannabis activity or both or for cannabis training and education programs.

D. The division shall issue a license to a cannabis retailer applicant at a discount if the applicant provides documentation of an agreement to accept cannabis products on consignment from a cannabis producer microbusiness or an integrated cannabis microbusiness licensed pursuant the Cannabis Regulation Act.

E. A license is valid for twelve months from the date the license is issued and may be renewed annually, except that a license issued for a cannabis training and education program is valid until terminated by the licensee or suspended or revoked by the division.

F. The director shall not renew a license issued pursuant to the provisions of the Cannabis Regulation Act until the director receives notification from the secretary of taxation and revenue or the secretary's designee that on a certain date:

(1) the licensee is not a delinquent taxpayer; and

(2) there are no unfiled tax returns due from engaging in business authorized by the license.

G. No license shall be transferable or assignable from a licensee to another person. The division shall not allow a person that is licensed as any type of cannabis establishment other than a cannabis research laboratory to hold, directly or indirectly, a cannabis testing laboratory license.

H. Except for verification of age, the division shall not require licensees to request information from consumers or impose any residency requirement upon consumers for the purchase of cannabis products pursuant to the commercial cannabis activity authorized by the Cannabis

Regulation Act. The division may require licensees to request information from consumers for the purchase of cannabis products pursuant to the medical cannabis program, which may include the presentation of legal identification issued by an authorized governmental entity or other documents as required by the medical cannabis program.

I. Except as otherwise provided in the Cannabis Regulation Act, the division shall not limit the number of licensed premises a licensee may occupy or operate under a license. Multiple licensees may occupy a single licensed premises, and the division shall not place any restriction or prohibition on the number of licensees occupying a single licensed premises or on the number of licensed premises of a cannabis establishment except as otherwise specifically provided for by the Cannabis Regulation Act. A licensee may conduct any lawful activity or any combination of lawful activities at a licensed premises; provided that the licensee is not a licensee pursuant to the Liquor Control Act. Smoking in a cannabis consumption area on a licensed premises shall be allowed only if the cannabis consumption area is in a designated smoking area or in a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act.

J. Licensees are specifically allowed to conduct

other licensed activities, including activities pursuant to the Hemp Manufacturing Act, except for sales of alcoholic beverages.

K. A person properly licensed and in good standing pursuant to the Lynn and Erin Compassionate Use Act on the effective date of the Cannabis Regulation Act may continue to operate under that license for medical cannabis until comparable licenses for commercial cannabis activity are available. The division shall determine when retail sales of commercial cannabis products begin, but no later than April 1, 2022. A facility of such a licensee, upon issuance of the applicable cannabis establishment license, shall constitute licensed premises of the licensee and the licensee shall be entitled to continued and uninterrupted operations of the licensed premises. As to activity under the medical cannabis program, the licensee shall continue to operate under rules promulgated for the medical cannabis program until the division promulgates rules for medical cannabis activity, except that a qualified patient, a primary caregiver and a reciprocal participant shall not be prohibited from purchasing and obtaining cannabis products pursuant to the medical cannabis program.

L. To address a shortage of cannabis supply in the medical cannabis program, the division may:

(1) require all cannabis establishment

licensees to ensure that at least ten percent of their cannabis in stock on a monthly basis is designated for sale to qualified patients, primary caregivers and reciprocal participants;

(2) initially take reasonable measures to expeditiously incentivize increased production of cannabis plants to remedy a shortage of cannabis supply in the medical cannabis program;

(3) after having first exhausted measures to increase production of cannabis plants to address the shortage of cannabis supply in the medical cannabis program, exclude commercial cannabis activity from the scope of new licenses issued to initial applicants for a vertically integrated cannabis establishment, cannabis producer, integrated cannabis microbusiness, cannabis producer microbusiness or cannabis manufacturer license, which limitation shall be in force for a period of at least six months; and

(4) require licensees who are licensed to produce cannabis to produce a specified quota of mature cannabis plants to be designated for use in the medical cannabis program; provided that:

(a) the division may require a licensee to devote no more than twenty-five percent of the licensee's cultivated cannabis plants on a monthly basis for use in the

medical cannabis program; and

(b) the division may require specific tracking of cannabis plants.

M. As used in this section, "shortage of cannabis supply in the medical cannabis program" means that the average number of cannabis plants in production in the medical cannabis program per qualified patient after the effective date of the Cannabis Regulation Act is substantially less than the average number of cannabis plants in production in the medical cannabis program per qualified patient as of the effective date of the Cannabis Regulation Act, where:

(1) the average number of cannabis plants in production after the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months; and

(2) the average number of cannabis plants in production as of the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months immediately preceding the effective date of the Cannabis Regulation Act.

N. A person who is a member of the New Mexico senate or the New Mexico house of representatives on the effective date of the Cannabis Regulation Act shall not apply for or be granted a license to engage in any commercial

cannabis activity prior to July 1, 2026.

SECTION 7. COMMERCIAL CANNABIS ACTIVITY LICENSING--APPLICATION--ISSUANCE AND DENIAL OF A LICENSE.--

A. A license issued pursuant to the Cannabis Regulation Act shall not be subject to execution, attachment, a security transaction, liens or receivership.

B. In carrying out its commercial cannabis activity licensing duties, the division shall:

(1) no later than September 1, 2021, accept and begin processing license applications for cannabis producers, cannabis producer microbusinesses and any person properly licensed and in good standing as a licensed cannabis producer pursuant to the Lynn and Erin Compassionate Use Act;

(2) no later than January 1, 2022, accept and begin processing license applications for all license types;

(3) require as a condition of licensing pursuant to the Cannabis Regulation Act that the applicant demonstrate that the applicant has a legal right to a commercial water supply, water rights or another source of water sufficient to meet the water needs as determined by the division related to the license as evidenced by documentation from the office of the state engineer of a valid water right or from a water provider that the use of water for cannabis production is compliant with that water provider's rules;

(4) if an applicant applies for a cannabis producer license or a cannabis manufacturer license, in addition to the requirements in Paragraph (3) of this subsection, require that the applicant submit a plan to use, or demonstrate to the division that the applicant cannot feasibly use, energy and water reduction opportunities, including:

(a) for a cannabis producer, drip irrigation and water collection;

(b) natural lighting and energy efficiency measures; and

(c) renewable energy generation; and

(5) allow commercial cannabis activity retail sales no later than April 1, 2022 and otherwise allow activities authorized by the Cannabis Regulation Act or the medical cannabis program as of the time of licensure of a licensee, so long as a minimum of twenty-five percent of monthly cannabis sales are to qualified patients, primary caregivers and reciprocal participants or sold wholesale to other licensees that meet or exceed the twenty-five percent sales to qualified patients, primary caregivers and reciprocal participants until December 31, 2022.

C. Once the division deems an application complete, the division has ninety days to issue or deny a license application.

D. The division shall deny an application for an initial license or renewal if:

(1) the application does not include information required by the division; or

(2) the applicant or a controlling person of the applicant has been convicted of an offense that is substantially related to the qualifications, functions or duties of the applicant's business; provided that if the division determines that the applicant or controlling person is otherwise qualified for a license and that issuing a license to the applicant would not compromise public safety, the division shall conduct a thorough review of the conviction, including the nature of the offense, surrounding circumstances and any evidence of the applicant's or controlling person's rehabilitation following the conviction, and based on that review, determine whether the applicant should be issued a license.

E. For purposes of Subsection D of this section, the following are considered substantially related to the qualifications, functions or duties of a person seeking a license:

(1) a felony conviction involving fraud, deceit or embezzlement;

(2) a felony conviction for hiring, employing or otherwise using a person younger than eighteen

years of age to:

(a) prepare for sale, transport or carry a controlled substance; or

(b) sell, give away or offer to sell a controlled substance to any person; and

(3) any other offense as determined by the division.

F. A conviction for which the related sentence, including any term of probation or parole, is completed for the possession, use, manufacture, distribution or dispensing or the possession with the intent to manufacture, distribute or dispense cannabis is not considered substantially related to the qualifications, functions or duties of a person seeking a license and shall not be the sole ground on which an application is denied. The division shall comply with the provisions of the Criminal Offender Employment Act.

G. The division shall deny an application if an applicant, a controlling person or the premises for which a license is sought does not qualify for licensure pursuant to the Cannabis Regulation Act.

H. The division shall not license a person who has had a license that was issued pursuant to the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act revoked by the division or the department of health in the three years immediately preceding the date on which the

person filed a new application.

I. Unless otherwise provided in the Cannabis Regulation Act, a person whose license has been revoked may reapply for a license after a period of three years. The division may consider all of the circumstances resulting in the revocation in determining whether to issue a new license.

J. The division shall adopt rules providing for submission of an applicant's fingerprints to the federal bureau of investigation to conduct a national criminal history background check and to the department of public safety to conduct a state criminal history check for the following licensees:

(1) cannabis manufacturer;

(2) cannabis producer;

(3) cannabis producer microbusiness;

(4) cannabis research laboratory;

(5) cannabis retailer;

(6) cannabis testing laboratory;

(7) integrated cannabis microbusiness; and

(8) vertically integrated cannabis establishment.

K. The division shall conduct national criminal history background checks and state criminal history checks on the following:

(1) if an applicant is a limited

partnership, each partner of the limited partnership;

(2) if the applicant is a limited liability company, each member of the limited liability company;

(3) if the applicant is a corporation, each director and officer of the corporation; and

(4) any controlling person of the applicant.

L. Arrest record information received from the federal bureau of investigation and the department of public safety shall be confidential, shall not be considered a public record pursuant to the Public Records Act and shall not be disclosed to persons not directly involved in the decision affecting the applicant.

M. Electronic live fingerprint scans may be used when conducting criminal history background checks.

SECTION 8. LICENSEES--DISCIPLINARY ACTIONS--SANCTIONS--CIVIL PENALTY.--

A. A violation of the provisions of the Cannabis Regulation Act by a licensee is grounds for disciplinary action.

B. The division may:

(1) impose an intermediate sanction established by rule;

(2) impose a directed plan of correction;

(3) assess a civil monetary penalty established by rule; provided that a civil monetary penalty

shall not exceed ten thousand dollars ($10,000) per violation; and provided further that penalties and interest recovered pursuant to the Cannabis Regulation Act on behalf of the state shall be remitted to the state treasurer for deposit in the current school fund; or

(4) suspend or revoke the license.

C. The division shall promulgate rules specifying the criteria for imposition of sanctions and civil monetary penalties.

D. The provisions of this section do not apply to occupational health and safety rules promulgated pursuant to Section 3 of the Cannabis Regulation Act.

E. A person aggrieved by an action taken by the division pursuant to this section may request and receive a hearing with the superintendent for the purpose of reviewing the action in accordance with the Uniform Licensing Act.

SECTION 9. APPLICATION AND LICENSING FEES.--

A. Every application for the issuance or renewal of the following licenses shall be accompanied by a license fee in the following specified amounts:

(1) a cannabis courier license, up to one thousand five hundred dollars ($1,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(2) a cannabis testing laboratory license,

up to two thousand five hundred dollars ($2,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(3) a cannabis manufacturer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(4) a cannabis producer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(5) a cannabis retailer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(6) a cannabis research laboratory license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(7) a vertically integrated cannabis establishment license, seven thousand five hundred dollars ($7,500) per year and an additional fee of one thousand dollars ($1,000) per year for each licensed premises of the licensee;

(8) a cannabis producer microbusiness

license, up to one thousand dollars ($1,000) per year;

(9) an integrated cannabis microbusiness license, up to two thousand five hundred dollars ($2,500) per year and an additional fee of five hundred dollars ($500) per year for each licensed premises of the licensee; and

(10) a cannabis consumption area, up to two thousand five hundred dollars ($2,500) per year.

B. Except for cannabis producer microbusinesses and integrated cannabis microbusinesses, a licensee cultivating cannabis plants shall be assessed an additional annual fee no greater than fifty dollars ($50.00) per mature cannabis plant at the time of licensing or renewal.

C. A licensee may increase the number of mature plants licensed at the time of renewal and one other time per year in increments of five hundred mature plants. Fees may be prorated for the remainder of the licensing year.

D. The initial application fee and the annual renewal fee for a vertically integrated cannabis establishment license shall not exceed one hundred twenty-five thousand dollars ($125,000) for a license for both medical cannabis activity and commercial cannabis activity. The initial application fee and the annual renewal fee for a license or renewal of a license that authorizes only medical cannabis activity shall be one-half the fee applicable to a license authorizing both medical cannabis activity and

commercial cannabis activity.

E. If a cannabis producer microbusiness or an integrated cannabis microbusiness enters into a business arrangement with another licensee with the purpose or having the effect of evading the limitations of the licensee's license, such licensee shall not be eligible for the lower fee prescribed in Subsection A of this section and shall pay the per-plant fee prescribed in Subsection B of this section.

F. The division shall collect all renewal fees, including the renewal fees for all licensed premises, at the time of renewal of a license.

G. The fee for the issuance of a cannabis server permit shall not exceed thirty-five dollars ($35.00).

H. The division shall deposit all fees collected pursuant to the Cannabis Regulation Act in the cannabis regulation fund.

SECTION 10. CANNABIS TRAINING AND EDUCATION PROGRAM LICENSING--SANCTIONS.--

A. The division shall begin licensing cannabis training and education programs no later than January 1, 2022.

B. The division may suspend a license for repeated violations of the same serious and substantial rule promulgated pursuant to the Cannabis Regulation Act pertaining to public health and safety.

SECTION 11. CANNABIS SERVER PERMITS--CANNABIS SERVERS--PERMIT REQUIRED--APPLICATIONS--EDUCATION PROGRAM APPROVAL REQUIRED--ISSUANCE OR DENIAL OF A PERMIT OR APPROVAL--PENALTIES.--

A. The division shall promulgate rules consistent with this section and industry standards for issuance of a cannabis server permit and licenses for a cannabis consumption area. A cannabis research laboratory or an employee of the laboratory is not required to obtain or possess a cannabis server permit while performing activities authorized pursuant to a cannabis research laboratory.

B. The division shall issue cannabis server permits to persons twenty-one years of age or older who satisfy the requirements of this section and rules promulgated by the division. An applicant shall provide proof of satisfactory completion of a program provided by a cannabis server permit education provider approved by the division. A person shall not be employed as a cannabis server on a licensed premises unless that person obtains a cannabis server permit within thirty days of employment.

C. The cannabis server education program curriculum shall include the following subjects:

(1) the effect cannabis products have on the body and behavior, including the effect on a person's ability to operate a motor vehicle when under the influence of

cannabis products;

(2) the effect cannabis products have on a person when used in combination with alcohol or legal or illegal drugs;

(3) state laws concerning cannabis licensure, cannabis liability issues and driving under the influence of cannabis;

(4) methods of recognizing problem cannabis product users and techniques for intervening with problem cannabis product users;

(5) methods of identifying false driver's licenses and other documents used as evidence of age and identity to prevent the sale of cannabis products to a person under twenty-one years of age pursuant to the Cannabis Regulation Act; and

(6) harm reduction practices related to cannabis use.

D. A cannabis server permit is the property of the state and shall be immediately returned to the division upon suspension or revocation or denial of renewal of a permit.

E. Cannabis server permits shall be valid for a period of three years from the date the permit is issued and may be renewed upon providing proof that the permit holder has successfully completed up to four and one-half hours of continuing education and an examination as determined by the

division.

F. In addition to any other penalties provided by law, the following penalties may be imposed for sales, service or dispensing a cannabis product to a person under twenty-one years of age in violation of the provisions of the Cannabis Regulation Act or rules of the division:

(1) the division may suspend a cannabis server permit for a period of thirty days if the director finds that the cannabis server is guilty of a first offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age;

(2) the division shall suspend a cannabis server permit for a period of one year when the division finds that the cannabis server is guilty of a second offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incident giving rise to the cannabis server's first offense;

(3) the division shall permanently revoke a cannabis server permit when it finds that the cannabis server is guilty of a third offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incidents giving rise to the cannabis server's first and second offenses; and

(4) no person whose cannabis server permit is suspended pursuant to the provisions of this section shall offer, sell, serve or dispense a cannabis product as part of commercial cannabis activity in a cannabis consumption area during the period of suspension.

SECTION 12. LOCAL CONTROL.--

A. A local jurisdiction may:

(1) adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

(2) allow for the smoking, vaporizing and ingesting of cannabis products within an indoor or outdoor cannabis consumption area if:

(a) unless licensed pursuant to the Lynn and Erin Compassionate Use Act, access to the cannabis consumption area is restricted to persons twenty-one years of age and older; and

(b) the cannabis establishment or integrated cannabis microbusiness is located at a minimum distance from a school or daycare center as determined by the local jurisdiction, but which minimum distance shall not be set at any more than three hundred feet from a school or daycare center that was in existence at the time the

establishment or microbusiness was licensed.

B. A local jurisdiction shall not:

(1) prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the Cannabis Regulation Act;

(2) completely prohibit the operation of a licensee;

(3) prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment;

(4) require a licensed premises or a cannabis consumption area to be any more than three hundred feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis microbusiness was licensed;

(5) require an existing licensee at a licensed premises to relocate; or

(6) prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation Act.

SECTION 13. LICENSEE PROTECTIONS.--

A. Conduct by a licensee or a licensee representative that is allowed pursuant to a license and conduct by a person that allows property to be used by a

licensee or a licensee representative for conduct allowed pursuant to a license is lawful, not a violation of state or local law and is not a basis for seizure or forfeiture of any property or assets under state or local law.

B. The state or a local jurisdiction shall not impose a criminal, civil or administrative penalty on a licensee, a licensee representative or a person that allows property to be used by a licensee or a licensee representative pursuant to a license, solely for conduct allowed pursuant to a license.

SECTION 14. PROTECTION OF UNDERAGE PERSONS--PROVIDING CANNABIS PRODUCTS TO MINORS--PENALTIES.--

A. Except as allowed pursuant to the Cannabis Regulation Act, it is a violation of that act for a person, including a person licensed pursuant to the provisions of that act, or an employee, agent or lessee of that person, if the person knows or has reason to know that the person is violating the provisions of this section, to knowingly and intentionally:

(1) sell, serve or give cannabis products to a person under twenty-one years of age or allow a person under twenty-one years of age to consume cannabis products on the licensed premises;

(2) buy cannabis products for or procure the sale or service of cannabis products to a person under

twenty-one years of age;

(3) deliver cannabis products to a person under twenty-one years of age; or

(4) aid or assist a person under twenty-one years of age to buy, otherwise procure or be served cannabis products.

B. A licensee shall not employ a person younger than twenty-one years of age to engage in a commercial cannabis activity.

C. The division shall suspend or revoke the license and may fine the licensee in an amount not to exceed ten thousand dollars ($10,000), or both, when the division finds that a licensee or the licensee's employee or agent knowingly has sold, served or given any cannabis product to a person under twenty-one years of age.

D. The establishment of all of the following facts by a licensee prosecuted for a violation of Subsection D of this section and a cannabis server for a violation of Subsection F of Section 11 of the Cannabis Regulation Act shall constitute a defense:

(1) that the purchaser falsely represented in writing; by producing a driver's license bearing the purchaser's photograph; by producing a photographic identification card issued by the motor vehicle division of the taxation and revenue department; or by producing a

similar identification card issued pursuant to the laws of this state, another state, the federal government or the government of an Indian nation, tribe or pueblo that the person was twenty-one years of age or older;

(2) that the purchaser's appearance was such that an ordinary, prudent person would believe that the purchaser was twenty-one years of age or older; and

(3) that the sale was made in good faith, relying upon the purchaser's false written representation, driver's license or identification card produced as provided in Paragraph (1) of this subsection, and with the reasonable belief that the purchaser was actually twenty-one years of age or older.

E. Nothing in this section shall be construed or interpreted to prevent:

(1) the division from enforcing its rules against a licensee;

(2) a state agency from enforcing a law or rule that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act; or

(3) a local jurisdiction from enforcing a local ordinance that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act.

SECTION 15. TRANSPORT VIA COURIER.--

A. A vertically integrated cannabis establishment,

cannabis retailer or integrated cannabis microbusiness may courier cannabis products.

B. A courier may accept payment for services using any legal method of payment or payment on delivery.

SECTION 16. PACKAGING AND LABELING.--Before sale or transport via cannabis courier of a cannabis product, the cannabis product shall be labeled and packaged as provided in Section 17 of the Cannabis Regulation Act.

SECTION 17. CANNABIS PRODUCTS--PACKAGING AND LABELING--DIVISION RULEMAKING.--

A. Cannabis or cannabis extract included in a cannabis product that is manufactured in compliance with applicable law is not considered to be an adulterant under state law.

B. The division shall promulgate rules consistent with industry standards for cannabis products that establish labeling and packaging requirements, including that:

(1) packages shall be resealable, child-resistant, compostable and recyclable or made from recycled materials;

(2) packages and labels shall not be designed to be appealing to a child; and

(3) labels shall include:

(a) for a package containing only cannabis leaf or flower, the net weight of cannabis in the

package;

(b) identification of the licensee or licensees that produced or manufactured the cannabis product, the date on which the cannabis was harvested, the type of cannabis product and the date on which the cannabis product was manufactured and packaged;

(c) potency and pesticide use;

(d) a list of pharmacologically active ingredients;

(e) for cannabis products containing non-cannabis ingredients, a list of all ingredients and a disclosure of nutritional information for the product or cannabis extract disclosed in the same manner required under federal law for nutritional labeling for food for human consumption;

(f) a warning if nuts or other known allergens are used in the item or in its manufacture;

(g) a logo designed by the division that is distinctive in design, color, size and location such that the logo notifies a reasonable person that the package contains cannabis;

(h) a warning of possible adverse effects of consumption and the New Mexico poison and drug information center phone number;

(i) an expiration date; and

(j) other information as required by rules promulgated pursuant to the Cannabis Regulation Act.

SECTION 18. TESTING CANNABIS PRODUCTS--HEALTH AND SAFETY OF EMPLOYEES.--

A. A cannabis testing laboratory's testing of cannabis products shall comply with the requirements set forth in applicable law and rules.

B. In consultation with the department of environment and consistent with industry standards, the division shall promulgate rules to:

(1) ensure that testing of cannabis products occurs prior to distribution to cannabis retailers or sales by integrated cannabis microbusinesses;

(2) specify how often licensees shall test cannabis products;

(3) specify which persons bear the cost of testing cannabis products and medical cannabis;

(4) provide for recordkeeping;

(5) establish chain of custody protocols for testing sample transportation;

(6) ensure that testing samples are transported and stored in a manner that prevents degradation, contamination, tampering or diversion;

(7) specify protocols for testing sample collection that ensure accurate test results, including

requiring that testing samples be collected by laboratory staff trained in testing sample collection; and

(8) require destruction of a tested batch of cannabis products if the testing samples from the tested batch indicate noncompliance with applicable health and safety standards promulgated by the division, unless remedial measures can bring the cannabis products into compliance with the standards or the cannabis products can be used for research purposes.

C. Beginning no later than April 1, 2022, the division shall identify, in consultation with the department of environment, a set of updated certified reference materials for laboratory testing to be measured against.

D. The division shall work cooperatively with the department of environment to implement inspection of cannabis establishments to ensure the health and safety of employees in accordance with the Occupational Health and Safety Act and to determine compliance with rules promulgated by the environmental improvement board.

SECTION 19. RESEARCHING CANNABIS--RECORDKEEPING.--

A. A cannabis research laboratory's research of cannabis shall comply with the requirements set forth in applicable law and rules.

B. The division shall develop rules and procedures consistent with industry standards to provide for

recordkeeping to ensure that cannabis products are not removed from the cannabis research laboratory premises.

SECTION 20. ADVERTISING AND MARKETING RESTRICTIONS.--The division shall promulgate rules consistent with industry standards that:

A. prohibit the advertisement and marketing of cannabis products:

(1) on radio, television or other broadcast media, internet pop-ups and mass transit vehicles; provided that the division shall not prohibit advertising and marketing to:

(a) subscribers of subscription-based radio, television or other broadcast media who are twenty-one years of age or older; or

(b) persons twenty-one years of age or older who have solicited the advertising or marketing;

(2) that are false, deceptive or misleading, including making unproven health benefit claims;

(3) that are on billboards, posters, handbills or other visual media that are located or can be viewed within three hundred feet of a school, daycare center or church;

(4) that depict consumption by children or other persons who appear to be younger than twenty-one years of age;

(5) that use predatory marketing and advertising practices targeting minors; or

(6) that are designed using cartoon characters or to mimic any other product brand; and

B. require:

(1) all advertisements and marketing to accurately and legibly identify all persons responsible for its content; and

(2) advertisements in print and digital communications to be placed only where the audience is reasonably expected to be twenty-one years of age or older as determined by reliable, current audience composition data.

SECTION 21. CONTRACTS.--A contract related to the operation of a license is enforceable, and a contract entered into by a licensee or a licensee representative for conduct allowed pursuant to a cannabis establishment license or entered into by a person who allows property to be used by a licensee or a licensee representative for conduct allowed pursuant to a license shall not be deemed unenforceable on the basis that the conduct allowed pursuant to the license is prohibited by federal law.

SECTION 22. PROVISION OF PROFESSIONAL SERVICES.--An attorney, accountant, insurance agent, real estate agent, security guard or other person engaged in a profession subject to state licensure shall not be subject to

disciplinary action by a professional association, a state professional board or a state licensing entity because the professional provides professional services or assistance to prospective or licensed cannabis establishments or another person in connection with activity that the professional reasonably believes complies with the Cannabis Regulation Act and rules promulgated pursuant to that act.

SECTION 23. MEDICAL CANNABIS PROVISIONS UNAFFECTED.--Nothing in the Cannabis Regulation Act shall be construed to limit a privilege or right of a qualified patient, a primary caregiver or a reciprocal participant participating in the medical cannabis program or the use, dispensing, possession, prescribing, storage or transport of a prescription drug containing cannabis that is approved pursuant to the Federal Food, Drug, and Cosmetic Act.

SECTION 24. PROTECTIONS FOR THE USE OF CANNABIS.--

A. Conduct allowed pursuant to the Cannabis Regulation Act shall not in itself constitute grounds for a holder of a professional or occupational license to be subject to professional discipline for providing advice or services related to cannabis establishments or applications to operate cannabis establishments on the basis that cannabis is illegal under federal law.

B. An applicant for a professional or occupational license shall not be denied a license based solely on

previous employment related to cannabis establishments.

C. A person shall not be denied parental rights or custody of or visitation with a minor child by the state or local government based solely on conduct that is lawful pursuant to the Cannabis Regulation Act. Nothing in this subsection prevents law enforcement, the children, youth and families department or the courts from acting in the best interests of the minor child.

D. A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing.

E. A person shall not be denied eligibility in public assistance programs or denied health care based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless required by federal law.

SECTION 25. PERSONAL USE OF CANNABIS.--

A. The following conduct is lawful for a person who is twenty-one years of age or older and shall not constitute grounds for detention, search or arrest of a person or search of property, and cannabis products that

relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) possessing, using, being under the influence of, displaying, purchasing, obtaining or transporting not more cannabis than authorized by the Cannabis Regulation Act or the medical cannabis program;

(2) possessing in excess of two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis if the excess is stored in the person's private residence and not visible from a public place;

(3) transferring, without financial consideration, to a person who is twenty-one years of age or older not more than the amount of cannabis lawfully purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(4) ingesting or otherwise consuming cannabis or cannabis products purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(5) possessing, using, displaying, purchasing, obtaining or manufacturing cannabis extract using nonvolatile solvents, alcohol or carbon dioxide or no solvents;

(6) manufacturing, transporting or giving away to a person twenty-one years of age or older cannabis paraphernalia;

(7) assisting another person who is twenty-one years of age or older in, or allowing property to be used in, any of the acts described in Paragraphs (1) through (6) of this subsection;

(8) smoking cannabis or cannabis products in an area authorized pursuant to the Cannabis Regulation Act or a local jurisdiction;

(9) possessing, planting, cultivating, harvesting, drying, manufacturing cannabis products using nonvolatile solvents, alcohol or carbon dioxide or no solvents or transporting not more than six mature cannabis plants and six immature cannabis plants per person; provided that despite a household having multiple residents, no more than twelve mature cannabis plants may be present in one household; and provided further that if the person does not exceed the maximum number of cannabis plants, the person may possess the cannabis produced by the cannabis plants notwithstanding any weight limits; and

(10) transporting homegrown cannabis or mature or immature cannabis plants when the person is moving the person's residence to another location or for purposes of testing or manufacturing.

B. Paragraph (6) of Subsection A of this section is intended to meet the requirements of 21 U.S.C. Section 863(f) by authorizing under state law any person in compliance with this section to manufacture, possess or distribute cannabis paraphernalia.

C. None of the following shall, individually or in combination with each other, constitute reasonable articulable suspicion of a crime and is not a basis to stop, detain or search a person:

(1) the odor of cannabis or cannabis extract or of burnt cannabis or cannabis extract;

(2) the possession of or the suspicion of possession of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis; or

(3) the possession of multiple containers of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis.

D. Paragraph (1) of Subsection A and Subsection C of this section shall not apply when a law enforcement officer is investigating whether a person is operating a vehicle or watercraft while intoxicated or under the influence of or impaired by alcohol or a drug or any combination thereof in violation of Section 66-8-102 or

66-13-3 NMSA 1978.

SECTION 26. LIMITS ON PERSONAL USE--PENALTIES.--

A. Nothing in Section 25 of the Cannabis Regulation Act shall be construed to:

(1) allow a person to smoke cannabis products in a public place, except in a cannabis consumption area; or

(2) restrict the ability of a person to prohibit conduct otherwise allowed in the Cannabis Regulation Act on the person's privately owned property.

B. A person who violates Paragraph (1) of Subsection A of this section shall be subject to a civil penalty of fifty dollars ($50.00).

C. As used in this section, "smoke" means to inhale, exhale, burn or carry any lighted or heated device or pipe or any other lighted or heated cannabis products intended for inhalation, whether natural or synthetic, in any manner or in any form.

D. A person less than eighteen years of age, the family of a person less than eighteen years of age or a person legally obligated to care for and support a person less than eighteen years of age who is subject to the fines pursuant to Subsection B of this section shall not be required to pay any fees or fines pursuant to the Cannabis Regulation Act.

SECTION 27. PERSONAL PRODUCTION OF CANNABIS--PENALTIES.--

A. Unless otherwise provided in the Cannabis Regulation Act, it is unlawful for a person without a license to intentionally produce cannabis products except as provided in this section.

B. A person twenty-one years of age or older who intentionally produces:

(1) more than six and up to twelve mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00); and

(2) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and may be sentenced as provided in Section 31-18-15 NMSA 1978.

C. A person who is eighteen years of age or older but less than twenty-one years of age who intentionally produces:

(1) up to six mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00);

(2) more than six mature or immature cannabis plants and up to twelve mature or immature cannabis plants is guilty of a misdemeanor and shall be sentenced

pursuant to the provisions of Section 31-19-1 NMSA 1978; and

(3) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

D. A person who is less than eighteen years of age who intentionally produces cannabis products is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or

(2) four hours of community service.

SECTION 28. UNLICENSED SALES OF CANNABIS--PENALTIES.--

A. As used in this section, "traffic" means the:

(1) distribution, sale, barter or giving away of cannabis products; or

(2) possession with intent to distribute, sell, barter or give away cannabis products.

B. Unless otherwise provided in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, it is unlawful for a person without a license to intentionally traffic cannabis products.

C. A person under eighteen years of age who violates Subsection B of this section shall be subject to:

(1) attendance at a four-hour evidence-based

drug education and legal rights program at no cost to the person; or

(2) four hours of community service.

D. Except as otherwise provided in Section 14 of the Cannabis Regulation Act, a person eighteen years of age or older who violates Subsection B of this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

E. A person eighteen years of age or older who violates Subsection B of this section and who conducts unlicensed cannabis product sales from a building, room or other area open to the public in a manner that would lead a reasonable person to believe that the area is a cannabis establishment licensed pursuant to the Cannabis Regulation Act is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 29. CANNABIS WITHIN RESTRICTED AREA--PENALTY.--Unless otherwise allowed in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, a person shall not possess or intentionally distribute any amount of a cannabis product on the premises of a school or daycare center unless the person is a qualified patient, a primary caregiver or a reciprocal participant; provided that this section shall not apply to a person who possesses a cannabis product for

authorized purposes on the premises of a licensed cannabis training and education program. A person who violates this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

SECTION 30. UNLAWFUL POSSESSION OF CANNABIS--PENALTIES.--Except as allowed in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act:

A. a person under twenty-one years of age shall not possess cannabis products. A person who violates this subsection is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the person; or

(2) four hours of community service; and

B. a person twenty-one years of age or older shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis in public. A person who violates this subsection with respect to:

(1) more than two but not more than eight ounces of cannabis, more than sixteen grams of cannabis extract and more than eight hundred milligrams of edible cannabis is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; or

(2) more than eight ounces of cannabis, sixty-four grams of cannabis extract or three thousand two hundred milligrams of edible cannabis is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 31. UNLICENSED MANUFACTURING OF CANNABIS EXTRACT--PENALTY.--It is unlawful for a person to manufacture cannabis extract without a license issued pursuant to the Cannabis Regulation Act unless the person produces and manufactures cannabis extract from homegrown cannabis using nonvolatile solvents, alcohol or carbon dioxide or no solvents. The use of any other solvent or process is expressly prohibited unless it is approved by the division. A person who violates this section is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 32. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES--RESEARCHERS.--A person shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege solely because the person produced, possessed, distributed, dispensed or purchased cannabis products if the person produced, possessed, distributed, dispensed or purchased the cannabis products solely for the purpose of research conducted pursuant to the Lynn and Erin Compassionate Use Act or the Cannabis Regulation Act.

SECTION 33. REPORTING REQUIREMENTS FOR CANNABIS-RELATED VIOLATIONS.--

A. Within sixty days following the end of each fiscal year, every police and sheriff's department shall report on a form approved by the department of public safety the total number of arrests, citations and penalty assessments for cannabis-related violations broken down by:

(1) category and penalty level; and

(2) race, ethnicity, age and gender.

B. Each law enforcement agency shall submit its annual report to the department of public safety.

C. The department of public safety shall compile the reports submitted and shall issue by November 1 of each year an annual report of all cannabis-related violations in the state. The report shall aggregate the data for the state and shall disaggregate the data by agency, race, ethnicity, age and gender. The department of public safety shall make all annual reports submitted for previous fiscal years available on the department of public safety's website.

D. For purposes of this section, "cannabis-related violation" means a violation of any of Sections 27 through 31 of the Cannabis Regulation Act or a violation of Section 66-8-102 or 66-13-3 NMSA 1978 if the basis for the arrest or citation is impairment due to the use of cannabis products.

SECTION 34. EMPLOYER PROTECTIONS--EXEMPTIONS.--

A. Unless there is an agreement between the employer and employee, nothing in the Cannabis Regulation Act shall:

(1) restrict an employer's ability to prohibit or take an adverse employment action against an employee for impairment by or possession or use of intoxicating substances at work or during work hours;

(2) require an employer to commit any act that would cause the employer to be noncompliant with or in violation of federal law or federal regulations or that would result in the loss of a federal contract or federal funding; or

(3) prevent or infringe upon the rights of an employer to adopt and implement a written zero-tolerance policy regarding the use of cannabis products. A zero-tolerance policy may permit the discipline or termination of an employee on the basis of a positive drug test that indicates any amount of delta-9-tetrahydrocannabinol or delta-9-tetrahydrocannabinol metabolite.

B. The Cannabis Regulation Act does not apply to an employee of an employer subject to the provisions of Title 2 of the federal Railway Labor Act.

C. Nothing in the Cannabis Regulation Act shall be construed to invalidate, diminish or otherwise interfere with

any collective bargaining agreement nor shall it be construed to invalidate, diminish or otherwise interfere with any party's power to collectively bargain such an agreement, or to an employer or employee.

D. As used in this section, "adverse employment action" means refusing to hire or employ a person; barring or discharging a person from employment; requiring a person to retire from employment; or discriminating against an employee in compensation or in terms, conditions or privileges of employment.

SECTION 35. APPEAL OF RULES.--A person who is or may be affected by a rule promulgated by the division or other state agency pursuant to the Cannabis Regulation Act may appeal to the district court.

SECTION 36. PUBLIC RECORDS AND OPEN MEETINGS.--Records of the division are subject to the Inspection of Public Records Act. Rulemaking and other hearings of the division are subject to the Open Meetings Act.

SECTION 37. INTRASTATE SOURCE.--Except as provided in Section 38 of the Cannabis Regulation Act, all cannabis products shall be derived from a source originating within New Mexico.

SECTION 38. IMPORTS AND EXPORTS.--

A. Notwithstanding the provisions of Section 37 of the Cannabis Regulation Act or any other provision of law,

the governor shall enter into agreements with other jurisdictions within or outside of the United States for the purposes of cross-jurisdictional delivery of cannabis products between this state and the other jurisdictions. Such agreements shall:

(1) ensure enforceable public health and safety standards;

(2) include a system to regulate and track the interstate or international delivery of cannabis products; and

(3) ensure that any cannabis products delivered into this state, prior to sale to a consumer, are tested, packaged and labeled pursuant to New Mexico laws and rules.

B. Notwithstanding any other provision of law and in accordance with an agreement described in Subsection A of this section, a person licensed to:

(1) courier cannabis products may deliver cannabis products to a person located in, and authorized to receive cannabis products by, another jurisdiction in the United States; and

(2) receive cannabis products may receive cannabis products from a person located in, and authorized to export cannabis products by, another jurisdiction in the United States or internationally.

C. This section shall take effect on the earlier date on which:

(1) federal law is amended to allow for the interstate or international transfer of cannabis products between authorized cannabis-related businesses; or

(2) the United States department of justice issues an opinion or memorandum allowing or tolerating the interstate or international transfer of cannabis products between cannabis-related businesses as authorized by state law.

SECTION 39. CANNABIS REGULATION FUND.--

A. The "cannabis regulation fund" is created in the state treasury. The fund consists of appropriations, gifts, grants, donations and fees collected by the division pursuant to the Cannabis Regulation Act and the medical cannabis program administered by the division. Any unexpended or unencumbered balance remaining at the end of a fiscal year shall revert to the general fund.

B. Money in the cannabis regulation fund is subject to appropriation by the legislature to fund the division, the department of health, the department of environment, the New Mexico department of agriculture, the taxation and revenue department and the department of public safety for the purposes of carrying out the provisions of the Cannabis Regulation Act and the Lynn and Erin Compassionate

Use Act.

SECTION 40. PLANT LIMIT.--No later than September 1, 2021, and each September 1 thereafter, the division shall by rule limit, by plant count, canopy or square footage, the number of cannabis plants that a licensee that is not an integrated cannabis microbusiness or a cannabis producer microbusiness may produce. The rule shall set the number of allowed cannabis plants per licensee to meet an average national market demand for cannabis products in states where adult and medical cannabis are authorized during the preceding year using a consumer base of no less than twenty percent of the adult population of New Mexico.

SECTION 41. INDIAN NATIONS, TRIBES AND PUEBLOS--INTERGOVERNMENTAL AGREEMENTS.--

A. The department may enter into one or more intergovernmental agreements with any tribal government to efficiently coordinate the cross-jurisdictional administration of the laws of this state and the laws of tribal governments relating to the use of cannabis products set forth in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act. The agreements may include, without limitation, provisions relating to:

(1) criminal and civil law enforcement;

(2) regulatory issues relating to the possession, delivery, production, processing or use of

cannabis products;

(3) the administration of laws relating to taxation;

(4) any immunity, preemption or conflict of law relating to the possession, delivery, production, processing or use of cannabis products; and

(5) the resolution of any disputes between a tribal government and the state, which may include, without limitation, the use of mediation or other nonjudicial processes.

B. An agreement entered into pursuant to this section shall:

(1) provide for the preservation of public health and safety;

(2) ensure the security of cannabis establishments and the corresponding facilities on tribal land;

(3) establish provisions regulating business involving cannabis that passes between tribal land and non-tribal land in New Mexico; and

(4) be negotiated in good faith, which shall respect and protect state and tribal sovereign immunity.

C. As used in this section, "tribal government" means a federally recognized Indian nation, tribe or pueblo located wholly or partially in the state.

SECTION 42. COOPERATION OF AGENCIES.--All state agencies shall cooperate with the division in carrying out the provisions of the Cannabis Regulation Act.

SECTION 43. A new section of Chapter 7 NMSA 1978 is enacted to read:

"SHORT TITLE.--Sections 43 through 47 of this act may be cited as the "Cannabis Tax Act"."

SECTION 44. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DEFINITIONS.--As used in the Cannabis Tax Act:

A. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product;

B. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

C. "cannabis product" means a product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients; and

D. "cannabis retailer" means a person whose license from the cannabis control division of the regulation and licensing department allows the person to sell cannabis products to a person who purchases, acquires, possesses or uses the cannabis product for a purpose other than resale."

SECTION 45. A new section of Chapter 7 NMSA 1978 is enacted to read:

"CANNABIS EXCISE TAX.--

A. An excise tax is imposed on a cannabis retailer that sells cannabis products in this state. The tax imposed

by this section may be referred to as the "cannabis excise tax".

B. The rate of the cannabis excise tax shall be at the following rates and shall be applied to the price paid for a cannabis product:

(1) prior to July 1, 2025, twelve percent;

(2) beginning July 1, 2025 and prior to July 1, 2026, thirteen percent;

(3) beginning July 1, 2026 and prior to July 1, 2027, fourteen percent;

(4) beginning July 1, 2027 and prior to July 1, 2028, fifteen percent;

(5) beginning July 1, 2028 and prior to July 1, 2029, sixteen percent;

(6) beginning July 1, 2029 and prior to July 1, 2030, seventeen percent; and

(7) beginning July 1, 2030, eighteen percent.

C. The cannabis excise tax shall not apply to retail sales of medical cannabis products sold to a qualified patient or a primary caregiver who presents a registry identification card issued pursuant to the Lynn and Erin Compassionate Use Act or a reciprocal participant who presents similar proof from another state, the District of Columbia or a territory or commonwealth of the United States

at the time of the sale."

SECTION 46. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DATE PAYMENT DUE.--The cannabis excise tax is to be paid on or before the twenty-fifth day of the month following the month in which the taxable sale occurs."

SECTION 47. A new section of Chapter 7 NMSA 1978 is enacted to read:

"INTERPRETATION OF THE CANNABIS TAX ACT--ADMINISTRATION AND ENFORCEMENT OF TAX.--The department shall administer and enforce the collection of the cannabis excise tax pursuant to the Tax Administration Act."

SECTION 48. Section 7-1-2 NMSA 1978 (being Laws 1965, Chapter 248, Section 2, as amended by Laws 2019, Chapter 47, Section 1 and by Laws 2019, Chapter 53, Section 10 and also by Laws 2019, Chapter 270, Section 1) is amended to read:

"7-1-2. APPLICABILITY.--The Tax Administration Act applies to and governs:

A. the administration and enforcement of the following taxes or tax acts as they now exist or may hereafter be amended:

(1) Income Tax Act;

(2) Withholding Tax Act;

(3) Oil and Gas Proceeds and Pass-Through Entity Withholding Tax Act;

(4) Gross Receipts and Compensating Tax Act, Interstate Telecommunications Gross Receipts Tax Act and Leased Vehicle Gross Receipts Tax Act;

(5) Liquor Excise Tax Act;

(6) Local Liquor Excise Tax Act;

(7) any municipal local option gross receipts tax or municipal compensating tax;

(8) any county local option gross receipts tax or county compensating tax;

(9) Special Fuels Supplier Tax Act;

(10) Gasoline Tax Act;

(11) petroleum products loading fee, which fee shall be considered a tax for the purpose of the Tax Administration Act;

(12) Alternative Fuel Tax Act;

(13) Cigarette Tax Act;

(14) Estate Tax Act;

(15) Railroad Car Company Tax Act;

(16) Investment Credit Act, rural job tax credit, Laboratory Partnership with Small Business Tax Credit Act, Technology Jobs and Research and Development Tax Credit Act, Film Production Tax Credit Act, Affordable Housing Tax Credit Act and high-wage jobs tax credit;

(17) Corporate Income and Franchise Tax Act;

(18) Uniform Division of Income for Tax

Purposes Act;

(19) Multistate Tax Compact;

(20) Tobacco Products Tax Act;

(21) the telecommunications relay service surcharge imposed by Section 63-9F-11 NMSA 1978, which surcharge shall be considered a tax for the purposes of the Tax Administration Act;

(22) the Insurance Premium Tax Act;

(23) the Health Care Quality Surcharge Act; and

(24) the Cannabis Tax Act;

B. the administration and enforcement of the following taxes, surtaxes, advanced payments or tax acts as they now exist or may hereafter be amended:

(1) Resources Excise Tax Act;

(2) Severance Tax Act;

(3) any severance surtax;

(4) Oil and Gas Severance Tax Act;

(5) Oil and Gas Conservation Tax Act;

(6) Oil and Gas Emergency School Tax Act;

(7) Oil and Gas Ad Valorem Production Tax Act;

(8) Natural Gas Processors Tax Act;

(9) Oil and Gas Production Equipment Ad Valorem Tax Act;

(10) Copper Production Ad Valorem Tax Act;

(11) any advance payment required to be made by any act specified in this subsection, which advance payment shall be considered a tax for the purposes of the Tax Administration Act;

(12) Enhanced Oil Recovery Act;

(13) Natural Gas and Crude Oil Production Incentive Act; and

(14) intergovernmental production tax credit and intergovernmental production equipment tax credit;

C. the administration and enforcement of the following taxes, surcharges, fees or acts as they now exist or may hereafter be amended:

(1) Weight Distance Tax Act;

(2) the workers' compensation fee authorized by Section 52-5-19 NMSA 1978, which fee shall be considered a tax for purposes of the Tax Administration Act;

(3) Uniform Unclaimed Property Act (1995);

(4) 911 emergency surcharge and the network and database surcharge, which surcharges shall be considered taxes for purposes of the Tax Administration Act;

(5) the solid waste assessment fee authorized by the Solid Waste Act, which fee shall be considered a tax for purposes of the Tax Administration Act;

(6) the water conservation fee imposed by

Section 74-1-13 NMSA 1978, which fee shall be considered a tax for the purposes of the Tax Administration Act; and

(7) the gaming tax imposed pursuant to the Gaming Control Act; and

D. the administration and enforcement of all other laws, with respect to which the department is charged with responsibilities pursuant to the Tax Administration Act, but only to the extent that the other laws do not conflict with the Tax Administration Act."

SECTION 49. Section 7-1-6.15 NMSA 1978 (being Laws 1983, Chapter 211, Section 20, as amended by Laws 2015, Chapter 89, Section 1 and by Laws 2015, Chapter 100, Section 1) is amended to read:

"7-1-6.15. ADJUSTMENTS OF DISTRIBUTIONS OR TRANSFERS TO MUNICIPALITIES OR COUNTIES.--

A. The provisions of this section apply to:

(1) any distribution to a municipality pursuant to Section 7-1-6.4, 7-1-6.36 or 7-1-6.46 NMSA 1978;

(2) any transfer to a municipality with respect to any local option gross receipts tax imposed by that municipality;

(3) any transfer to a county with respect to any local option gross receipts tax imposed by that county;

(4) any distribution to a county pursuant to Section 7-1-6.16 or 7-1-6.47 NMSA 1978;

(5) any distribution to a municipality or a county of gasoline taxes pursuant to Section 7-1-6.9 NMSA 1978;

(6) any transfer to a county with respect to any tax imposed in accordance with the Local Liquor Excise Tax Act;

(7) any distribution to a county from the county government road fund pursuant to Section 7-1-6.26 NMSA 1978;

(8) any distribution to a municipality of gasoline taxes pursuant to Section 7-1-6.27 NMSA 1978;

(9) any distribution to a municipality of compensating taxes pursuant to Section 7-1-6.55 NMSA 1978; and

(10) any distribution to a municipality or a county of cannabis excise taxes pursuant to the Cannabis Tax Act.

B. Before making a distribution or transfer specified in Subsection A of this section to a municipality or county for the month, amounts comprising the net receipts shall be segregated into two mutually exclusive categories. One category shall be for amounts relating to the current month, and the other category shall be for amounts relating to prior periods. The total of each category for a municipality or county shall be reported each month to that

municipality or county. If the total of the amounts relating to prior periods is less than zero and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, then the following procedures shall be carried out:

(1) all negative amounts relating to any period prior to the three calendar years preceding the year of the current month, net of any positive amounts in that same time period for the same taxpayers to which the negative amounts pertain, shall be excluded from the total relating to prior periods. Except as provided in Paragraph (2) of this subsection, the net receipts to be distributed or transferred to the municipality or county shall be adjusted to equal the amount for the current month plus the revised total for prior periods; and

(2) if the revised total for prior periods determined pursuant to Paragraph (1) of this subsection is negative and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, the revised total for prior periods shall be excluded from the distribution or transfers and the net receipts to be distributed or transferred to the municipality or county shall be equal to the amount for the

current month.

C. The department shall recover from a municipality or county the amount excluded by Paragraph (2) of Subsection B of this section. This amount may be referred to as the "recoverable amount".

D. Prior to or concurrently with the distribution or transfer to the municipality or county of the adjusted net receipts, the department shall notify the municipality or county whose distribution or transfer has been adjusted pursuant to Paragraph (2) of Subsection B of this section:

(1) that the department has made such an adjustment, that the department has determined that a specified amount is recoverable from the municipality or county and that the department intends to recover that amount from future distributions or transfers to the municipality or county;

(2) that the municipality or county has ninety days from the date notice is made to enter into a mutually agreeable repayment agreement with the department;

(3) that if the municipality or county takes no action within the ninety-day period, the department will recover the amount from the next six distributions or transfers following the expiration of the ninety days; and

(4) that the municipality or county may inspect, pursuant to Section 7-1-8.9 NMSA 1978, an

application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application.

E. No earlier than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall begin recovering the recoverable amount from a municipality or county as follows:

(1) the department may collect the recoverable amount by:

(a) decreasing distributions or transfers to the municipality or county in accordance with a repayment agreement entered into with the municipality or county; or

(b) except as provided in Paragraphs (2) and (3) of this subsection, if the municipality or county fails to act within the ninety days, decreasing the amount of the next six distributions or transfers to the municipality or county following expiration of the ninety-day period in increments as nearly equal as practicable and sufficient to recover the amount;

(2) if, pursuant to Subsection B of this section, the secretary determines that the recoverable amount is more than fifty percent of the average distribution or transfer of net receipts for that municipality or county, the secretary:

(a) shall recover only up to fifty percent of the average distribution or transfer of net receipts for that municipality or county; and

(b) may, in the secretary's discretion, waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance; and

(3) if, after application of a refund claim, audit adjustment, correction of a mistake by the department or other adjustment of a prior period, but prior to any recovery of the department pursuant to this section, the total net receipts of a municipality or county for the twelve-month period beginning with the current month are reduced or are projected to be reduced to less than fifty percent of the average distribution or transfer of net receipts, the secretary may waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance.

F. No later than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall provide the municipality or county adequate opportunity to review an application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application, pursuant to Section 7-1-8.9 NMSA 1978.

G. On or before September 1 of each year beginning

in 2016, the secretary shall report to the state board of finance and the legislative finance committee the total recoverable amount waived pursuant to Subparagraph (b) of Paragraph (2) and Paragraph (3) of Subsection E of this section for each municipality and county in the prior fiscal year.

H. The secretary is authorized to decrease a distribution or transfer to a municipality or county upon being directed to do so by the secretary of finance and administration pursuant to the State Aid Intercept Act or to redirect a distribution or transfer to the New Mexico finance authority pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement of the municipality or county and the New Mexico finance authority. Upon direction to decrease a distribution or transfer or notice to redirect a distribution or transfer to a municipality or county, the secretary shall decrease or redirect the next designated distribution or transfer, and succeeding distributions or transfers as necessary, by the amount of the state distributions intercept authorized by the secretary of finance and administration pursuant to the State Aid Intercept Act or by the amount of the state distribution intercept authorized pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement with the New Mexico finance authority. The secretary shall

transfer the state distributions intercept amount to the municipal or county treasurer or other person designated by the secretary of finance and administration or to the New Mexico finance authority pursuant to written agreement to pay the debt service to avoid default on qualified local revenue bonds or meet other local revenue bond, loan or other debt obligations of the municipality or county to the New Mexico finance authority. A decrease to or redirection of a distribution or transfer pursuant to this subsection that arose:

(1) prior to an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department takes precedence over any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, which may be made only from the net amount of the distribution or transfer remaining after application of the decrease or redirection pursuant to this subsection; and

(2) after an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department shall be subordinate to any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section.

I. Upon the direction of the secretary of finance and administration pursuant to Section 9-6-5.2 NMSA 1978, the

secretary shall temporarily withhold the balance of a distribution to a municipality or county, net of any decrease or redirected amount pursuant to Subsection H of this section and any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, that has failed to submit an audit report required by the Audit Act or a financial report required by Subsection F of Section 6-6-2 NMSA 1978. The amount to be withheld, the source of the withheld distribution and the number of months that the distribution is to be withheld shall be as directed by the secretary of finance and administration. A distribution withheld pursuant to this subsection shall remain in the tax administration suspense fund until distributed to the municipality or county and shall not be distributed to the general fund. An amount withheld pursuant to this subsection shall be distributed to the municipality or county upon direction of the secretary of finance and administration.

J. As used in this section:

(1) "amounts relating to the current month" means any amounts included in the net receipts of the current month that represent payment of tax due for the current month, correction of amounts processed in the current month that relate to the current month or that otherwise relate to obligations due for the current month;

(2) "amounts relating to prior periods"

means any amounts processed during the current month that adjust amounts processed in a period or periods prior to the current month regardless of whether the adjustment is a correction of a department error or due to the filing of amended returns, payment of department-issued assessments, filing or approval of claims for refund, audit adjustments or other cause;

(3) "average distribution or transfer amount" means the following amounts; provided that a distribution or transfer that is negative shall not be used in calculating the amounts:

(a) the annual average of the total amount distributed or transferred to a municipality or county in each of the three twelve-month periods preceding the current month;

(b) if a distribution or transfer to a municipality or county has been made for less than three years, the total amount distributed or transferred in the year preceding the current month; or

(c) if a municipality or county has not received distributions or transfers of net receipts for twelve or more months, the monthly average of net receipts distributed or transferred to the municipality or county preceding the current month multiplied by twelve;

(4) "current month" means the month for

which the distribution or transfer is being prepared; and

(5) "repayment agreement" means an agreement between the department and a municipality or county under which the municipality or county agrees to allow the department to recover an amount determined pursuant to Paragraph (2) of Subsection B of this section by decreasing distributions or transfers to the municipality or county for one or more months beginning with the distribution or transfer to be made with respect to a designated month. No interest shall be charged."

SECTION 50. A new section of the Tax Administration Act is enacted to read:

"DISTRIBUTION--CANNABIS EXCISE TAX--MUNICIPALITIES AND COUNTIES.--

A. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each municipality, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from cannabis retailers within the municipality.

B. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each county in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from

cannabis retailers within the county area of the county.

C. The department may deduct an amount not to exceed three percent of the distributions made pursuant to this section for the reasonable costs for administering the distributions.

D. As used in this section, "county area" means that portion of a county located outside the boundaries of any municipality."

SECTION 51. Section 7-2-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 26, as amended) is amended to read:

"7-2-2. DEFINITIONS.--For the purpose of the Income Tax Act and unless the context requires otherwise:

A. "adjusted gross income" means adjusted gross income as defined in Section 62 of the Internal Revenue Code, as that section may be amended or renumbered;

B. "base income":

(1) means, for estates and trusts, that part of the estate's or trust's income defined as taxable income and upon which the federal income tax is calculated in the Internal Revenue Code for income tax purposes plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(2) means, for taxpayers other than estates or trusts, that part of the taxpayer's income defined as adjusted gross income plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(3) includes, for all taxpayers, any other income of the taxpayer not included in adjusted gross income but upon which a federal tax is calculated pursuant to the Internal Revenue Code for income tax purposes, except amounts for which a calculation of tax is made pursuant to Section 55 of the Internal Revenue Code, as that section may be amended or renumbered; "base income" also includes interest received on a state or local bond;

(4) includes, for all taxpayers, an amount deducted pursuant to Section 7-2-32 NMSA 1978 in a prior taxable year if:

(a) such amount is transferred to another qualified tuition program, as defined in Section 529 of the Internal Revenue Code, not authorized in the Education Trust Act; or

(b) a distribution or refund is made for any reason other than: 1) to pay for qualified higher education expenses, as defined pursuant to Section 529 of the

Internal Revenue Code; or 2) upon the beneficiary's death, disability or receipt of a scholarship; and

(5) excludes, for a taxpayer who conducts a lawful business pursuant to the laws of the state, an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed by Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

C. "compensation" means wages, salaries, commissions and any other form of remuneration paid to employees for personal services;

D. "department" means the taxation and revenue department, the secretary or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

E. "fiduciary" means a guardian, trustee, executor, administrator, committee, conservator, receiver, individual or corporation acting in any fiduciary capacity;

F. "filing status" means "married filing joint returns", "married filing separate returns", "head of household", "surviving spouse" and "single", as those terms are generally defined for federal tax purposes;

G. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

H. "head of household" means "head of household" as generally defined for federal income tax purposes;

I. "individual" means a natural person, an estate, a trust or a fiduciary acting for a natural person, trust or estate;

J. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

K. "lump-sum amount" means, for the purpose of determining liability for federal income tax, an amount that was not included in adjusted gross income but upon which the five-year-averaging or the ten-year-averaging method of tax computation provided in Section 402 of the Internal Revenue Code, as that section may be amended or renumbered, was applied;

L. "modified gross income" means all income of the taxpayer and, if any, the taxpayer's spouse and dependents, undiminished by losses and from whatever source, including:

(1) compensation;

(2) net profit from business;

(3) gains from dealings in property;

(4) interest;

(5) net rents;

(6) royalties;

(7) dividends;

(8) alimony and separate maintenance

payments;

(9) annuities;

(10) income from life insurance and endowment contracts;

(11) pensions;

(12) discharge of indebtedness;

(13) distributive share of partnership income;

(14) income in respect of a decedent;

(15) income from an interest in an estate or a trust;

(16) social security benefits;

(17) unemployment compensation benefits;

(18) workers' compensation benefits;

(19) public assistance and welfare benefits;

(20) cost-of-living allowances; and

(21) gifts;

M. "modified gross income" excludes:

(1) payments for hospital, dental, medical or drug expenses to or on behalf of the taxpayer;

(2) the value of room and board provided by federal, state or local governments or by private individuals or agencies based upon financial need and not as a form of compensation;

(3) payments pursuant to a federal, state or

local government program directly or indirectly to a third party on behalf of the taxpayer when identified to a particular use or invoice by the payer; or

(4) payments for credits and rebates pursuant to the Income Tax Act and made for a credit pursuant to Section 7-3-9 NMSA 1978;

N. "net income" means, for estates and trusts, base income adjusted to exclude amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States and means, for taxpayers other than estates or trusts, base income adjusted to exclude:

(1) an amount equal to the standard deduction allowed the taxpayer for the taxpayer's taxable year by Section 63 of the Internal Revenue Code, as that section may be amended or renumbered;

(2) an amount equal to the itemized deductions defined in Section 63 of the Internal Revenue Code, as that section may be amended or renumbered, allowed the taxpayer for the taxpayer's taxable year less the amount excluded pursuant to Paragraph (1) of this subsection and less the amount of state and local income and sales taxes included in the taxpayer's itemized deductions;

(3) an amount equal to the product of the exemption amount allowed for the taxpayer's taxable year by

Section 151 of the Internal Revenue Code, as that section may be amended or renumbered, multiplied by the number of personal exemptions allowed for federal income tax purposes;

(4) income from obligations of the United States of America less expenses incurred to earn that income;

(5) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States;

(6) for taxable years that began prior to January 1, 1991, an amount equal to the sum of:

(a) net operating loss carryback deductions to that year from taxable years beginning prior to January 1, 1991 claimed and allowed, as provided by the Internal Revenue Code; and

(b) net operating loss carryover deductions to that year claimed and allowed;

(7) for taxable years beginning on or after January 1, 1991 and prior to January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed, provided that the amount of any net operating loss carryover from a taxable year beginning on or after January 1, 1991 and prior to January 1, 2013 may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable

year for which the return is filed; or

(b) in the case of amended returns or original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next four succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year prior to January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies;

(8) for taxable years beginning on or after January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed; provided that the amount of any net operating loss carryover may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable year for which the return is filed; or

(b) in the case of amended returns or

original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next nineteen succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year beginning on or after January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning: 1) prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies; and 2) on or after January 1, 2013 be excluded in any taxable year after the nineteenth taxable year beginning after the taxable year to which the exclusion first applies; and

(9) for taxable years beginning on or after January 1, 2011, an amount equal to the amount included in adjusted gross income that represents a refund of state and local income and sales taxes that were deducted for federal tax purposes in taxable years beginning on or after January 1, 2010;

O. "net operating loss" means any net operating

loss, as defined by Section 172(c) of the Internal Revenue Code, as that section may be amended or renumbered, for a taxable year as further increased by the income, if any, from obligations of the United States for that year less related expenses;

P. "net operating loss carryover" means the amount, or any portion of the amount, of a net operating loss for any taxable year that, pursuant to Paragraph (6), (7) or (8) of Subsection N of this section, may be excluded from base income;

Q. "nonresident" means every individual not a resident of this state;

R. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

S. "resident" means an individual who is domiciled in this state during any part of the taxable year or an individual who is physically present in this state for one hundred eighty-five days or more during the taxable year; but any individual, other than someone who was physically present in the state for one hundred eighty-five days or more during

the taxable year, who, on or before the last day of the taxable year, changed the individual's place of abode to a place without this state with the bona fide intention of continuing actually to abide permanently without this state is not a resident for the purposes of the Income Tax Act for periods after that change of abode;

T. "secretary" means the secretary of taxation and revenue or the secretary's delegate;

U. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or any political subdivision of a foreign country;

V. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

W. "surviving spouse" means "surviving spouse" as generally defined for federal income tax purposes;

X. "taxable income" means net income less any lump-sum amount;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Income Tax Act and includes, in the case

of the return made for a fractional part of a year under the provisions of the Income Tax Act, the period for which the return is made; and

Z. "taxpayer" means any individual subject to the tax imposed by the Income Tax Act."

SECTION 52. Section 7-2A-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 33, as amended) is amended to read:

"7-2A-2. DEFINITIONS.--For the purpose of the Corporate Income and Franchise Tax Act and unless the context requires otherwise:

A. "bank" means any national bank, national banking association, state bank or bank holding company;

B. "apportioned net income" or "apportioned net loss" means net income allocated and apportioned to New Mexico pursuant to the provisions of the Corporate Income and Franchise Tax Act or the Uniform Division of Income for Tax Purposes Act, but excluding from the sales factor any sales that represent intercompany transactions between members of the filing group;

C. "base income" means the federal taxable income or the federal net operating loss of a corporation for the taxable year calculated pursuant to the Internal Revenue Code, after special deductions provided in Sections 241 through 249 of the Internal Revenue Code but without any deduction for net operating losses, as if the corporation

filed a federal tax return as a separate domestic entity, modified as follows:

(1) adding to that income:

(a) interest received on a state or local bond exempt under the Internal Revenue Code;

(b) the amount of any deduction claimed in calculating taxable income for all expenses and costs directly or indirectly paid, accrued or incurred to a captive real estate investment trust; and

(c) the amount of any deduction, other than for premiums, for amounts paid directly or indirectly to a commonly controlled entity that is exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978;

(2) subtracting from that income:

(a) income from obligations of the United States net of expenses incurred to earn that income;

(b) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States net of any related expenses;

(c) an amount equal to one hundred percent of the subpart F income, as that term is defined in Section 952 of the Internal Revenue Code, as that section may be amended or renumbered, included in the income of the corporation; and

(d) an amount equal to one hundred

percent of the income of the corporation under Section 951A of the Internal Revenue Code, after allowing the deduction provided in Section 250 of the Internal Revenue Code;

(3) making other adjustments deemed necessary to properly reflect income of the unitary group, including attribution of income or expense related to unitary assets held by related corporations that are not part of the filing group; and

(4) for a taxpayer that conducts a lawful business pursuant to the laws of this state, excludes an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed pursuant to Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

D. "captive real estate investment trust" means a corporation, trust or association taxed as a real estate investment trust pursuant to Section 857 of the Internal Revenue Code, the shares or beneficial interests of which are not regularly traded on an established securities market; provided that more than fifty percent of any class of beneficial interests or shares of the real estate investment trust are owned directly, indirectly or constructively by the taxpayer during all or a part of the taxpayer's taxable year;

E. "common ownership" means the direct or indirect control or ownership of more than fifty percent of the

outstanding voting stock, ownership of which is determined pursuant to Section 1563 of the Internal Revenue Code, as that section may be amended or renumbered, of:

(1) a parent-subsidiary controlled group as defined in Section 1563 of the Internal Revenue Code, except that fifty percent shall be substituted for eighty percent;

(2) a brother-sister controlled group as defined in Section 1563 of the Internal Revenue Code; or

(3) three or more corporations each of which is a member of a group of corporations described in Paragraph (1) or (2) of this subsection, and one of which is:

(a) a common parent corporation included in a group of corporations described in Paragraph (1) of this subsection; and

(b) included in a group of corporations described in Paragraph (2) of this subsection;

F. "consolidated group" means the group of entities properly filing a federal consolidated return under the Internal Revenue Code for the taxable year;

G. "corporation" means corporations, joint stock companies, real estate trusts organized and operated under the Real Estate Trust Act, financial corporations and banks, other business associations and, for corporate income tax purposes, partnerships and limited liability companies taxed as corporations under the Internal Revenue Code;

H. "department" means the taxation and revenue department, the secretary of taxation and revenue or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

I. "filing group" means a group of corporations properly included in a return pursuant to Section 7-2A-8.3 NMSA 1978 for a particular taxable year;

J. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

K. "grandfathered net operating loss carryover" means:

(1) the amount of net loss properly reported to New Mexico for taxable years beginning January 1, 2013 and prior to January 1, 2020 as part of a timely filed original return, or an amended return for those taxable years filed prior to January 1, 2020, to the extent such loss can be attributed to one or more corporations that are properly included in the taxpayer's return for the first taxable year beginning on or after January 1, 2020;

(2) reduced by:

(a) adding back deductions that were taken by the corporation or corporations for royalties or interest paid to one or more related corporations, but only to the extent that such adjustment would not create a net

loss for such related corporations; and

(b) the amount of net operating loss deductions taken prior to January 1, 2020 that would be charged against those losses consistent with the Internal Revenue Code and provisions of the Corporate Income and Franchise Tax Act applicable to the year of the deduction; and

(3) apportioned to New Mexico using the apportionment factors that can properly be attributed to the corporation or corporations for the year of the net loss;

L. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

M. "net income" means:

(1) the base income of a corporation properly filing a tax return as a separate entity; or

(2) the combined base income and losses of corporations that are part of a filing group that is computed after eliminating intercompany income and expense in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and the Corporate Income and Franchise Tax Act;

N. "net operating loss carryover" means the apportioned net loss properly reported on an original or amended tax return for taxable years beginning on or after January 1, 2020 by the taxpayer:

(1) plus:

(a) the portion of an apportioned net loss properly reported to New Mexico for a taxable year beginning on or after January 1, 2020, on a separate year return, to the extent the taxpayer would have been entitled to include the portion of such apportioned net loss in the taxpayer's consolidated net operating loss carryforward under the Internal Revenue Code if the taxpayer filed a consolidated federal return; and

(b) the taxpayer's grandfathered net operating loss carryover; and

(2) minus:

(a) the amount of the net operating loss carryover attributed to an entity that has left the filing group, computed in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and applicable regulations, as if the taxpayer were filing a consolidated return; and

(b) the amount of net operating loss deductions properly taken by the taxpayer;

O. "net operating loss deduction" means the portion of the net operating loss carryover that may be deducted from the taxpayer's apportioned net income under the Internal Revenue Code as of January 1, 2018 for the taxable year in which the deduction is taken, including the eighty

percent limitation of Section 172(a) of the Internal Revenue Code as of January 1, 2018 calculated on the basis of the taxpayer's apportioned net income;

P. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

Q. "real estate investment trust" has the meaning ascribed to the term in Section 856 of the Internal Revenue Code, as that section may be amended or renumbered;

R. "related corporation" means a corporation that is under common ownership with one or more corporations but that is not included in the same tax return;

S. "return" means any tax or information return, including a water's-edge or worldwide combined return, a consolidated return, a declaration of estimated tax or a claim for refund, including any amendments or supplements to the return, required or permitted pursuant to a law subject to administration and enforcement pursuant to the Tax Administration Act and filed with the department by or on behalf of any person;

T. "secretary" means the secretary of taxation and

revenue or the secretary's delegate;

U. "separate year return" means a properly filed original or amended return for a taxable year beginning on or after January 1, 2020 by a taxpayer reporting a loss, a portion of which is claimed as part of the net operating loss carryover by another taxpayer in a subsequent return period;

V. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or political subdivision thereof or any political subdivision of a foreign country;

W. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

X. "taxable income" means a taxpayer's apportioned net income minus the net operating loss deduction for the taxable year;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Corporate Income and Franchise Tax Act and includes, in the case of the return made for a fractional part of a year under the provisions of that act, the period

for which the return is made;

Z. "taxpayer" means any corporation or group of corporations filing a return pursuant to Section 7-2A-8.3 NMSA 1978 subject to the taxes imposed by the Corporate Income and Franchise Tax Act;

AA. "unitary group" means a group of two or more corporations, including a captive real estate investment trust, but not including an S corporation, an insurance company subject to the provisions of the New Mexico Insurance Code, an insurance company that would be subject to the New Mexico Insurance Code if the insurance company engaged in business in this state or a real estate investment trust that is not a captive real estate investment trust, that are:

(1) related through common ownership; and

(2) economically interdependent with one another as demonstrated by the following factors:

(a) centralized management;

(b) functional integration; and

(c) economies of scale;

BB. "water's-edge group" means all corporations that are part of a unitary group, except:

(1) corporations that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978; and

(2) corporations wherever organized or

incorporated that have less than twenty percent of their property, payroll and sales sourced to locations within the United States, following the sourcing rules of the Uniform Division of Income for Tax Purposes Act; and

CC. "worldwide combined group" means all members of a unitary group, except members that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978, irrespective of the country in which the corporations are incorporated or conduct business activity."

SECTION 53. Section 7-9-73.2 NMSA 1978 (being Laws 1998, Chapter 95, Section 2 and Laws 1998, Chapter 99, Section 4, as amended) is amended to read:

"7-9-73.2. DEDUCTION--GROSS RECEIPTS TAX AND GOVERNMENTAL GROSS RECEIPTS TAX--PRESCRIPTION DRUGS--OXYGEN--CANNABIS.--

A. Receipts from the sale of prescription drugs and oxygen and oxygen services provided by a licensed medicare durable medical equipment provider and cannabis products that are sold in accordance with the Lynn and Erin Compassionate Use Act may be deducted from gross receipts and governmental gross receipts.

B. For the purposes of this section, "prescription drugs" means insulin and substances that are:

(1) dispensed by or under the supervision of a licensed pharmacist or by a physician or other person

authorized under state law to do so;

(2) prescribed for a specified person by a person authorized under state law to prescribe the substance; and

(3) subject to the restrictions on sale contained in Subparagraph 1 of Subsection (b) of 21 USCA 353."

SECTION 54. Section 9-11-12.1 NMSA 1978 (being Laws 1997, Chapter 64, Section 1, as amended) is amended to read:

"9-11-12.1. TRIBAL COOPERATIVE AGREEMENTS.--

A. The secretary may enter into cooperative agreements with the Pueblos of Acoma, Cochiti, Jemez, Isleta, Laguna, Nambe, Picuris, Pojoaque, Sandia, San Felipe, San Ildefonso, San Juan, Santa Ana, Santa Clara, Santo Domingo, Taos, Tesuque, Zia and Zuni; the Jicarilla Apache Nation; the Mescalero Apache Tribe; and the nineteen pueblos acting collectively for the exchange of information and the reciprocal, joint or common enforcement, administration, collection, remittance and audit of gross receipts tax and cannabis excise tax revenues of the party jurisdictions.

B. Money collected by the department on behalf of a tribe in accordance with an agreement entered into pursuant to this section is not money of this state and shall be collected and disbursed in accordance with the terms of the agreement, notwithstanding any other provision of law.

C. The secretary is empowered to promulgate such rules and to establish such procedures as the secretary deems appropriate for the collection and disbursement of funds due a tribe and for the receipt of money collected by a tribe for the account of this state under the terms of a cooperative agreement entered into under the authority of this section, including procedures for identification of taxpayers or transactions that are subject only to the taxing authority of the tribe, taxpayers or transactions that are subject only to the taxing authority of this state and taxpayers or transactions that are subject to the taxing authority of both party jurisdictions.

D. Nothing in an agreement entered into pursuant to this section shall be construed as authorizing this state or a tribe to tax a person or transaction that federal law prohibits that government from taxing, authorizing a state or tribal court to assert jurisdiction over a person who is not otherwise subject to that court's jurisdiction or affecting any issue of the respective civil or criminal jurisdictions of this state or the tribe. Nothing in an agreement entered into pursuant to this section shall be construed as an assertion or an admission by either this state or a tribe that the taxes of one have precedence over the taxes of the other when a person or transaction is subject to the taxing authority of both governments. An agreement entered into

pursuant to this section shall be construed solely as an agreement between the two party governments and shall not alter or affect the government-to-government relations between this state and any other tribe.

E. As used in this section:

(1) "tribal" means of or pertaining to a tribe; and

(2) "tribe" means an Indian nation, tribe or pueblo located entirely in New Mexico."

SECTION 55. Section 9-16-4 NMSA 1978 (being Laws 1983, Chapter 297, Section 20, as amended) is amended to read:

"9-16-4. DEPARTMENT ESTABLISHED.--The "regulation and licensing department" is created in the executive branch. The department shall not be a cabinet department. The department shall consist of but not be limited to the following divisions:

A. the administrative services division;

B. the construction industries division;

C. the financial institutions division;

D. the securities division;

E. the manufactured housing division;

F. the alcoholic beverage control division; and

G. the cannabis control division."

SECTION 56. Section 9-16-6 NMSA 1978 (being Laws 1983, Chapter 297, Section 22, as amended) is amended to read:

"9-16-6. SUPERINTENDENT--DUTIES AND GENERAL POWERS.--

A. The superintendent is responsible to the governor for the operation of the department. It is the superintendent's duty to manage all operations of the department and to administer and enforce the laws with which the superintendent, the department or a division of the department is charged.

B. To perform the superintendent's duties, the superintendent has every power expressly enumerated in the laws, whether granted to the superintendent or the department or any division of the department, except where authority conferred upon any division is explicitly exempted from the superintendent's authority by statute. In accordance with these provisions, the superintendent shall:

(1) except as otherwise provided in the Regulation and Licensing Department Act, exercise general supervisory and appointing authority over all department employees, subject to any applicable personnel laws and regulations;

(2) delegate authority to subordinates as the superintendent deems necessary and appropriate, clearly delineating such delegated authority and the limitations thereto;

(3) organize the department into those organizational units the superintendent deems will enable it

to function most efficiently, subject to any provisions of law requiring or establishing specific organizational units;

(4) within the limitations of available appropriations and applicable laws, employ and fix the compensation of those persons necessary to discharge the superintendent's duties;

(5) take administrative action by issuing orders and instructions, not inconsistent with the law, to assure implementation of and compliance with the provisions of law for whose administration or execution the superintendent is responsible and to enforce those orders and instructions by appropriate administrative action or actions in the courts;

(6) conduct research and studies that will improve the operations of the department and the provision of services to the residents of the state;

(7) provide courses of instruction and practical training for employees of the department and other persons involved in the administration of programs, with the objective of improving the operations and efficiency of administration;

(8) prepare an annual budget of the department;

(9) provide administratively attached agencies assistance as necessary to:

(a) minimize or eliminate duplication of services and jurisdictional conflicts;

(b) coordinate activities and resolve problems of mutual concern; and

(c) provide implementation of licensure processes, budgeting, recordkeeping, procurement, contracting, hiring and supervision of staff and related administrative and clerical assistance for administratively attached agencies; and

(10) appoint, with the governor's consent, a "director" for each division. These appointed positions are exempt from the provisions of the Personnel Act. Persons appointed to these positions shall serve at the pleasure of the superintendent.

C. The superintendent may apply for and receive, with the governor's approval, in the name of the department any public or private funds, including United States government funds, available to the department to carry out its programs, duties or services.

D. The superintendent may make and adopt such reasonable and procedural rules as may be necessary to carry out the duties of the department and its divisions; provided that where a licensing entity requires submission of fingerprints as part of the initial license application, and a licensee has provided fingerprints and the license has been

issued, the licensing entity shall not require a licensee to submit fingerprints again to renew the license, but a licensee shall submit to a background investigation if required; and provided further that the prohibition against requiring additional fingerprints shall not apply to the financial institutions division of the department when utilizing the nationwide multistate licensing system and registry.

E. No rule promulgated by the director of any division in carrying out the functions and duties of the department or a division shall be effective until approved by the superintendent, unless otherwise provided by statute. Unless otherwise provided by statute, all rules adopted, amended or repealed by the superintendent or the director of any division shall have notice provided and be conducted and filed in accordance with the State Rules Act."

SECTION 57. Section 24-16-12 NMSA 1978 (being Laws 2007, Chapter 20, Section 4, as amended) is amended to read:

"24-16-12. SMOKING-PERMITTED AREAS.--Notwithstanding any other provision of the Dee Johnson Clean Indoor Air Act, smoking-permitted areas include the following:

A. a private residence, unless it is used commercially to provide child care, adult care or health care or any combination of those activities;

B. a retail tobacco store; provided that, for a

retail tobacco store established on or after the effective date of this 2019 act, the store shall be located in a standalone building;

C. a cigar bar; provided that, for a cigar bar established on or after June 14, 2019, the bar shall be located in a standalone building;

D. the facilities of a tobacco manufacturing company licensed by the United States to manufacture tobacco products that are operated by the company in its own name and that are used exclusively by the company in its business of manufacturing, marketing or distributing its tobacco products; provided that secondhand smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited under the Dee Johnson Clean Indoor Air Act;

E. a state-licensed gaming facility, casino or bingo parlor;

F. designated outdoor smoking areas;

G. private clubs;

H. hotel and motel rooms that are rented to guests and are designated as smoking-permitted rooms; provided that not more than ten percent of rooms rented to guests in a hotel or motel may be so designated;

I. a site that is being used in connection with the practice of cultural or ceremonial activities by Native

Americans and that is in accordance with the federal American Indian Religious Freedom Act, 42 U.S.C. 1996 and 1996a;

J. a theatrical stage or a motion picture or television production set when it is necessary for performers to smoke as part of the production; and

K. an indoor or outdoor cannabis consumption area pursuant to the Cannabis Regulation Act."

SECTION 58. Section 26-2B-3 NMSA 1978 (being Laws 2007, Chapter 210, Section 3, as amended) is amended to read:

"26-2B-3. DEFINITIONS.--As used in the Lynn and Erin Compassionate Use Act:

A. "adequate supply" means an amount of cannabis, in any form approved by the department, possessed by a qualified patient or collectively possessed by a qualified patient and the qualified patient's primary caregiver that is determined by rule of the department to be no more than reasonably necessary to ensure the uninterrupted availability of cannabis for a period of three months and that is derived solely from an intrastate source;

B. "cannabis":

(1) means all parts of the plant Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture,

salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; the sterilized seed of the plant that is incapable of germination; the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product; or hemp;

C. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

D. "cannabis flowers" means only the flowers of a cannabis plant;

E. "cannabis product":

(1) means a product that contains cannabis, including edible or topical products that may also contain other ingredients; and

(2) does not include the weight of any other

ingredient combined with cannabis or cannabis extract to prepare topical or oral administrations, food, drink or another product;

F. "debilitating medical condition" means:

(1) cancer;

(2) glaucoma;

(3) multiple sclerosis;

(4) damage to the nervous tissue of the spinal cord, with objective neurological indication of intractable spasticity;

(5) seizure disorder, including epilepsy;

(6) positive status for human immunodeficiency virus or acquired immune deficiency syndrome;

(7) admitted into hospice care in accordance with rules promulgated by the department;

(8) amyotrophic lateral sclerosis;

(9) Crohn's disease;

(10) hepatitis C infection;

(11) Huntington's disease;

(12) inclusion body myositis;

(13) inflammatory autoimmune-mediated arthritis;

(14) intractable nausea or vomiting;

(15) obstructive sleep apnea;

(16) painful peripheral neuropathy;

(17) Parkinson's disease;

(18) posttraumatic stress disorder;

(19) severe chronic pain;

(20) severe anorexia or cachexia;

(21) spasmodic torticollis;

(22) ulcerative colitis; or

(23) any other medical condition, medical treatment or disease as approved by the department;

G. "department" means the department of health;

H. "division" means the cannabis control division of the regulation and licensing department;

I. "dry weight basis" means a process by which delta–9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant, at the point of harvest and with no moisture added to the harvested plant;

J. "hemp" means the plant genus Cannabis and any part of the plant, whether growing or not, containing a delta-9-tetrahydrocannabinol concentration of no more than three-tenths percent on a dry weight basis;

K. "medical cannabis program" means the program

established pursuant to the Lynn and Erin Compassionate Use Act for authorization and regulation of the medical use of cannabis in the state;

L. "practitioner" means a person licensed in New Mexico to prescribe and administer drugs that are subject to the Controlled Substances Act;

M. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who has been designated by the patient's practitioner as being necessary to take responsibility for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

N. "qualified patient" means a resident of New Mexico who has been diagnosed by a practitioner as having a debilitating medical condition and has received written certification and a registry identification card pursuant to the Lynn and Erin Compassionate Use Act on the basis of having been diagnosed, in person or via telemedicine, by a practitioner as having a debilitating medical condition;

O. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory

or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

P. "registry identification card" means a document that the department issues:

(1) to a qualified patient that identifies the bearer as a qualified patient and authorizes the qualified patient to use cannabis for a debilitating medical condition; or

(2) to a primary caregiver that identifies the bearer as a primary caregiver authorized to engage in the intrastate possession and administration of cannabis for the sole use of a qualified patient who is identified on the document;

Q. "safety-sensitive position" means a position in which performance by a person under the influence of drugs or alcohol would constitute an immediate or direct threat of injury or death to that person or another;

R. "telemedicine" means the use of telecommunications and information technology to provide clinical health care from a site apart from the site where the patient is located, in real time or asynchronously, including the use of interactive simultaneous audio and video

or store-and-forward technology, or off-site patient monitoring and telecommunications in order to deliver health care services;

S. "THC" means delta-9-tetrahydrocannabinol, a substance that is the primary psychoactive ingredient in cannabis; and

T. "written certification" means a statement made on a department-approved form and signed by a patient's practitioner that indicates, in the practitioner's professional opinion, that the patient has a debilitating medical condition and the practitioner believes that the potential health benefits of the medical use of cannabis would likely outweigh the health risks for the patient."

SECTION 59. Section 26-2B-4 NMSA 1978 (being Laws 2007, Chapter 210, Section 4, as amended) is amended to read:

"26-2B-4. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES FOR THE MEDICAL USE OF CANNABIS.--

A. A qualified patient or a qualified patient's primary caregiver shall not be subject to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed an adequate supply; provided that a qualified patient or the qualified patient's primary caregiver may possess that qualified patient's harvest of cannabis.

B. A reciprocal participant shall not be subject

to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed the limit identified by department rule.

C. The following conduct is lawful and shall not constitute grounds for detention, search or arrest of a person or for a violation of probation or parole, and cannabis products that relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) a qualified patient or primary caregiver possessing or transporting not more than an adequate supply or a reciprocal participant possessing or transporting not more than the limit identified by department rule;

(2) a qualified patient or primary caregiver purchasing or obtaining not more than an adequate supply from a lawful source or a reciprocal participant purchasing or obtaining not more than the limit identified by department rule;

(3) a qualified patient or reciprocal participant using or being under the influence of cannabis; provided that the qualified patient or reciprocal participant is acting consistent with law; or

(4) a qualified patient, primary caregiver or reciprocal participant transferring, without financial

consideration, to a qualified patient, primary caregiver or reciprocal participant not more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis.

D. Subsection A of this section shall not apply to a qualified patient under the age of eighteen years, unless:

(1) the qualified patient's practitioner has explained the potential risks and benefits of the medical use of cannabis to the qualified patient and to a parent, guardian or other person having legal custody of the qualified patient; and

(2) a parent, guardian or other person having legal custody consents in writing to:

(a) allow the qualified patient's medical use of cannabis;

(b) serve as the qualified patient's primary caregiver; and

(c) control the dosage and the frequency of the medical use of cannabis by the qualified patient.

E. A qualified patient or a primary caregiver shall be granted the full legal protections provided in this section if the qualified patient or primary caregiver is in possession of a registry identification card. If the qualified patient or primary caregiver is not in possession

of a registry identification card, the qualified patient or primary caregiver shall be given an opportunity to produce the registry identification card before any arrest or criminal charges or other penalties are initiated.

F. A practitioner shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege for recommending the medical use of cannabis or providing written certification for the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act.

G. Any property interest that is possessed, owned or used in connection with the medical use of cannabis, or acts incidental to such use, shall not be harmed, neglected, injured or destroyed while in the possession of state or local law enforcement officials. Such property interest shall not be forfeited under any state or local law providing for the forfeiture of property except as provided in the Forfeiture Act. Cannabis, paraphernalia or other property seized from a qualified patient, primary caregiver or reciprocal participant in connection with the claimed medical use of cannabis shall be returned immediately upon the determination by a court or prosecutor that the qualified patient, primary caregiver or reciprocal participant is entitled to the protections of the provisions of the Lynn and Erin Compassionate Use Act, as may be evidenced by a failure to actively investigate the case, a decision not to

prosecute, the dismissal of charges or acquittal.

H. A person shall not be subject to arrest or prosecution for a cannabis-related offense for simply being in the presence of the medical use of cannabis as allowed under the provisions of the Lynn and Erin Compassionate Use Act."

SECTION 60. Section 26-2B-5 NMSA 1978 (being Laws 2007, Chapter 210, Section 5, as amended by Laws 2019, Chapter 247, Section 5 and by Laws 2019, Chapter 261, Section 2) is amended to read:

"26-2B-5. PROHIBITIONS, RESTRICTIONS AND LIMITATIONS ON THE MEDICAL USE OF CANNABIS--CRIMINAL PENALTIES.--

A. Participation in a medical use of cannabis program by a qualified patient, primary caregiver or reciprocal participant does not relieve the qualified patient, primary caregiver or reciprocal participant from:

(1) criminal prosecution or civil penalties for activities not authorized in the Lynn and Erin Compassionate Use Act;

(2) liability for damages or criminal prosecution arising out of the operation of a vehicle while under the influence of cannabis; or

(3) criminal prosecution or civil penalty for possession or use of cannabis:

(a) in the workplace of the qualified

patient's, primary caregiver's or reciprocal participant's employment; or

(b) at a public park, recreation center, youth center or other public place.

B. A person who makes a fraudulent representation to a law enforcement officer about the person's participation in a medical use of cannabis program to avoid arrest or prosecution for a cannabis-related offense is guilty of a petty misdemeanor and shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978."

SECTION 61. Section 26-2B-6.1 NMSA 1978 (being Laws 2019, Chapter 247, Section 8) is amended to read:

"26-2B-6.1. ASSESSMENT REPORTING.--In consultation with qualified patients and primary caregivers, the department shall produce an assessment report annually, which shall be published to the public and that includes at a minimum an evaluation of:

A. the affordability of and accessibility to medical cannabis pursuant to the Lynn and Erin Compassionate Use Act; and

B. the needs of qualified patients who live in rural areas, federal subsidized housing or New Mexico Indian nations, tribes or pueblos."

SECTION 62. Section 26-2B-7 NMSA 1978 (being Laws 2007, Chapter 210, Section 7, as amended) is amended to read:

"26-2B-7. REGISTRY IDENTIFICATION CARDS--DEPARTMENT RULES--DUTIES--RECIPROCITY.--

A. After consultation with the advisory board, the department shall promulgate rules in accordance with the State Rules Act to implement the purpose of the Lynn and Erin Compassionate Use Act. The rules shall:

(1) govern the manner in which the department will consider applications for registry identification cards and for the renewal of identification cards for qualified patients and primary caregivers;

(2) define the amount of cannabis that is necessary to constitute an adequate supply, including amounts for topical treatments;

(3) identify criteria and set forth procedures for including additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis. Procedures shall include a petition process and shall allow for public comment and public hearings before the advisory board;

(4) set forth additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis as recommended by the advisory board;

(5) determine additional duties and

responsibilities of the advisory board; and

(6) be revised and updated as necessary.

B. The department shall issue registry identification cards to a patient and to the primary caregiver for that patient, if any, who submit the following, in accordance with the department's rules:

(1) a written certification;

(2) the name, address and date of birth of the patient;

(3) the name, address and telephone number of the patient's practitioner; and

(4) the name, address and date of birth of the patient's primary caregiver, if any.

C. The department shall verify the information contained in an application submitted pursuant to Subsection B of this section and shall approve or deny an application within thirty days of receipt. The department may deny an application only if the applicant did not provide the information required pursuant to Subsection B of this section or if the department determines that the information provided is false. A person whose application has been denied shall not reapply for six months from the date of the denial unless otherwise authorized by the department.

D. The department shall issue a registry identification card within five days of approving an

application, and a card shall expire three years after the date of issuance.

E. A registry identification card shall contain:

(1) the name and date of birth of the qualified patient and primary caregiver, if any;

(2) the date of issuance and expiration date of the registry identification card; and

(3) other information that the department may require by rule.

F. A person who possesses a registry identification card shall notify the department of any change in the person's name, qualified patient's practitioner, qualified patient's primary caregiver or change in status of the qualified patient's debilitating medical condition within ten days of the change.

G. Possession of or application for a registry identification card shall not constitute probable cause or give rise to reasonable suspicion for a governmental agency to search the person or property of the person possessing or applying for the card.

H. The department shall maintain a confidential file containing the names and addresses of the persons who have either applied for or received a registry identification card. Individual names on the list shall be confidential and not subject to disclosure, except:

(1) to authorized employees or agents of the department as necessary to perform the duties of the department pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

(2) to authorized employees of state or local law enforcement agencies, but only for the purpose of verifying that a person is lawfully in possession of a registry identification card;

(3) to the division; or

(4) as provided in the federal Health Insurance Portability and Accountability Act of 1996.

I. By March 1, 2020, the secretary of health shall adopt and promulgate rules relating to medical cannabis program reciprocity. The department may identify requirements for the granting of reciprocity, including provisions limiting the period of time in which a reciprocal participant may participate in the medical cannabis program.

J. A reciprocal participant:

(1) may participate in the medical cannabis program in accordance with department rules;

(2) shall not be required to comply with the registry identification card application and renewal requirements established pursuant to this section and department rules;

(3) shall at all times possess proof of

authorization to participate in the medical cannabis program of another state, the District of Columbia, a territory or commonwealth of the United States or a New Mexico Indian nation, tribe or pueblo and shall present proof of that authorization when purchasing cannabis from a person licensed pursuant to the Cannabis Regulation Act; and

(4) shall register with a person licensed pursuant to the Cannabis Regulation Act for the purpose of tracking sales to the reciprocal participant in an electronic system that is accessible to the department."

SECTION 63. Section 30-31-2 NMSA 1978 (being Laws 1972, Chapter 84, Section 2, as amended) is amended to read:

"30-31-2. DEFINITIONS.--As used in the Controlled Substances Act:

A. "administer" means the direct application of a controlled substance by any means to the body of a patient or research subject by a practitioner or the practitioner's agent;

B. "agent" includes an authorized person who acts on behalf of a manufacturer, distributor or dispenser. It does not include a common or contract carrier, public warehouseperson or employee of the carrier or warehouseperson;

C. "board" means the board of pharmacy;

D. "bureau" means the narcotic and dangerous drug

section of the criminal division of the United States department of justice, or its successor agency;

E. "controlled substance" means a drug or substance listed in Schedules I through V of the Controlled Substances Act or rules adopted thereto;

F. "counterfeit substance" means a controlled substance that bears the unauthorized trademark, trade name, imprint, number, device or other identifying mark or likeness of a manufacturer, distributor or dispenser other than the person who in fact manufactured, distributed or dispensed the controlled substance;

G. "deliver" means the actual, constructive or attempted transfer from one person to another of a controlled substance or controlled substance analog, whether or not there is an agency relationship;

H. "dispense" means to deliver a controlled substance to an ultimate user or research subject pursuant to the lawful order of a practitioner, including the administering, prescribing, packaging, labeling or compounding necessary to prepare the controlled substance for that delivery;

I. "dispenser" means a practitioner who dispenses and includes hospitals, pharmacies and clinics where controlled substances are dispensed;

J. "distribute" means to deliver other than by

administering or dispensing a controlled substance or controlled substance analog;

K. "drug" or "substance" means substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any respective supplement to those publications. It does not include devices or their components, parts or accessories;

L. "manufacture" means the production, preparation, compounding, conversion or processing of a controlled substance or controlled substance analog by extraction from substances of natural origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of a controlled substance:

(1) by a practitioner as an incident to administering or dispensing a controlled substance in the course of the practitioner's professional practice; or

(2) by a practitioner, or by the practitioner's agent under the practitioner's supervision, for the purpose of or as an incident to research, teaching or chemical analysis and not for sale;

M. "narcotic drug" means any of the following,

whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of the substances referred to in Paragraph (1) of this subsection, except the isoquinoline alkaloids of opium;

(3) opium poppy and poppy straw, including all parts of the plant of the species Papaver somniferum L. except its seeds; or

(4) coca leaves and any salt, compound, derivative or preparation of coca leaves, any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of these substances except decocainized coca leaves or extractions of coca leaves that do not contain cocaine or ecgonine;

N. "opiate" means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. "Opiate" does not include, unless specifically designated as controlled under Section 30-31-5 NMSA 1978, the

dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts, dextromethorphan. "Opiate" does include its racemic and levorotatory forms;

O. "person" means an individual, partnership, corporation, association, institution, political subdivision, government agency or other legal entity;

P. "practitioner" means a physician, certified advanced practice chiropractic physician, doctor of oriental medicine, dentist, physician assistant, certified nurse practitioner, clinical nurse specialist, certified nurse-midwife, prescribing psychologist, veterinarian, euthanasia technician, pharmacist, pharmacist clinician or other person licensed or certified to prescribe and administer drugs that are subject to the Controlled Substances Act;

Q. "prescription" means an order given individually for the person for whom is prescribed a controlled substance, either directly from a licensed practitioner or the practitioner's agent to the pharmacist, including by means of electronic transmission, or indirectly by means of a written order signed by the prescriber, bearing the name and address of the prescriber, the prescriber's license classification, the name and address of the patient, the name and quantity of the drug prescribed, directions for use and the date of issue and in accordance with the Controlled Substances Act or rules adopted thereto;

R. "scientific investigator" means a person registered to conduct research with controlled substances in the course of the person's professional practice or research and includes analytical laboratories;

S. "ultimate user" means a person who lawfully possesses a controlled substance for the person's own use or for the use of a member of the person's household or for administering to an animal under the care, custody and control of the person or by a member of the person's household;

T. "drug paraphernalia" means, except as to use in accordance with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, all equipment, products and materials of any kind that are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance or controlled substance analog in violation of the Controlled Substances Act. It includes:

(1) kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting any species of plant that is a controlled

substance or controlled substance analog or from which a controlled substance can be derived;

(2) kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances or controlled substance analogs;

(3) isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant that is a controlled substance;

(4) testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances or controlled substance analogs;

(5) scales or balances used, intended for use or designed for use in weighing or measuring controlled substances or controlled substance analogs;

(6) diluents and adulterants, such as quinine hydrochloride, mannitol, mannite dextrose and lactose, used, intended for use or designed for use in cutting controlled substances or controlled substance analogs;

(7) blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances or controlled substance analogs;

(8) capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances or controlled substance analogs;

(9) containers and other objects used, intended for use or designed for use in storing or concealing controlled substances or controlled substance analogs;

(10) hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injecting controlled substances or controlled substance analogs into the human body;

(11) objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing cocaine into the human body, such as:

(a) metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured metal bowls;

(b) water pipes;

(c) carburetion tubes and devices;

(d) smoking and carburetion masks;

(e) miniature cocaine spoons and cocaine vials;

(f) chamber pipes;

(g) carburetor pipes;

(h) electric pipes;

(i) air-driven pipes;

(j) chilams;

(k) bongs; or

(l) ice pipes or chillers; and

(12) in determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

(a) statements by the owner or by anyone in control of the object concerning its use;

(b) the proximity of the object, in time and space, to a direct violation of the Controlled Substances Act or any other law relating to controlled substances or controlled substance analogs;

(c) the proximity of the object to controlled substances or controlled substance analogs;

(d) the existence of any residue of a controlled substance or controlled substance analog on the object;

(e) instructions, written or oral, provided with the object concerning its use;

(f) descriptive materials accompanying the object that explain or depict its use;

(g) the manner in which the object is displayed for sale; and

(h) expert testimony concerning its use;

U. "controlled substance analog" means a substance other than a controlled substance that has a chemical structure substantially similar to that of a controlled substance in Schedule I, II, III, IV or V or that was specifically designed to produce effects substantially similar to that of controlled substances in Schedule I, II, III, IV or V. Examples of chemical classes in which controlled substance analogs are found:

(1) include:

(a) phenethylamines;

(b) N-substituted piperidines;

(c) morphinans;

(d) ecgonines;

(e) quinazolinones;

(f) substituted indoles; and

(g) arylcycloalkylamines; and

(2) do not include those substances that are generally recognized as safe and effective within the meaning of the Federal Food, Drug, and Cosmetic Act or have been manufactured, distributed or possessed in conformance with the provisions of an approved new drug application or an exemption for investigational use within the meaning of Section 505 of the Federal Food, Drug, and Cosmetic Act;

V. "human consumption" includes application, injection, inhalation, ingestion or any other manner of introduction;

W. "drug-free school zone" means a public school, parochial school or private school or property that is used for a public, parochial or private school purpose and the area within one thousand feet of the school property line, but it does not mean any post-secondary school; and

X. "valid practitioner-patient relationship" means a professional relationship, as defined by the practitioner's licensing board, between the practitioner and the patient."

SECTION 64. Section 30-31-6 NMSA 1978 (being Laws 1972, Chapter 84, Section 6, as amended) is amended to read:

"30-31-6. SCHEDULE I.--The following controlled substances are included in Schedule I:

A. any of the following opiates, including their isomers, esters, ethers, salts, and salts of isomers, esters and ethers, unless specifically exempted, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(1) acetylmethadol;

(2) allylprodine;

(3) alphacetylmethadol;

(4) alphameprodine;

(5) alphamethadol;

(6) benzethidine;

(7) betacetylmethadol;

(8) betameprodine;

(9) betamethadol;

(10) betaprodine;

(11) clonitazene;

(12) dextromoramide;

(13) dextrorphan;

(14) diampromide;

(15) diethylthiambutene;

(16) dimenoxadol;

(17) dimepheptanol;

(18) dimethylthiambutene;

(19) dioxaphetyl butyrate;

(20) dipipanone;

(21) ethylmethylthiambutene;

(22) etonitazene;

(23) etoxeridine;

(24) furethidine;

(25) hydroxypethidine;

(26) ketobemidone;

(27) levomoramide;

(28) levophenacylmorphan;

(29) morpheridine;

(30) noracymethadol;

(31) norlevorphanol;

(32) normethadone;

(33) norpipanone;

(34) phenadoxone;

(35) phenampromide;

(36) phenomorphan;

(37) phenoperidine;

(38) piritramide;

(39) proheptazine;

(40) properidine;

(41) racemoramide; and

(42) trimeperidine;

B. any of the following opium derivatives, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) acetorphine;

(2) acetyldihydrocodeine;

(3) benzylmorphine;

(4) codeine methylbromide;

(5) codeine-N-oxide;

(6) cyprenorphine;

(7) desomorphine;

(8) dihydromorphine;

(9) etorphine;

(10) heroin;

(11) hydromorphinol;

(12) methyldesorphine;

(13) methyldihydromorphine;

(14) morphine methylbromide;

(15) morphine methylsulfonate;

(16) morphine-N-oxide;

(17) myrophine;

(18) nicocodeine;

(19) nicomorphine;

(20) normorphine;

(21) pholcodine; and

(22) thebacon;

C. any material, compound, mixture or preparation that contains any quantity of the following hallucinogenic substances, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) 3,4-methylenedioxy amphetamine;

(2) 5-methoxy-3,4-methylenedioxy amphetamine;

(3) 3,4,5-trimethoxy amphetamine;

(4) bufotenine;

(5) diethyltryptamine;

(6) dimethyltryptamine;

(7) 4-methyl-2,5-dimethoxy amphetamine;

(8) ibogaine;

(9) lysergic acid diethylamide;

(10) mescaline;

(11) peyote, except as otherwise provided in the Controlled Substances Act;

(12) N-ethyl-3-piperidyl benzilate;

(13) N-methyl-3-piperidyl benzilate;

(14) psilocybin;

(15) psilocyn;

(16) synthetic cannabinoids, including:

(a) 1-[2-(4-(morpholinyl)ethyl] -3-(1-naphthoyl)indole;

(b) 1-butyl-3-(1-napthoyl)indole;

(c) 1-hexyl-3-(1-naphthoyl)indole;

(d) 1-pentyl-3-(1-naphthoyl)indole;

(e) 1-pentyl-3-(2-methoxyphenylacetyl) indole;

(f) cannabicyclohexanol (CP 47, 497 and homologues: 5-(1,1-dimethylheptyl)-2-[(1R,3S) -3-hydroxycyclohexyl]-phenol (CP-47,497); and 5-(1, 1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol;

(g) 6aR,10aR)-9-(hydroxymethyl)

-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,
10a-tetrahydrobenzo[c]chromen-1-ol);

(h) dexanabinol, (6aS,10aS)
-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)
-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol;

(i) 1-pentyl-3-(4-chloro naphthoyl)
indole;

(j) (2-methyl-1-propyl-1H-indol-3-yl)
-1-naphthalenyl-methanone; and

(k) 5-(1,1-dimethylheptyl)-2-(3-hydroxy
cyclohexyl)-phenol;

(17) 3,4-methylenedioxymethcathinone;

(18) 3,4-methylenedioxypyrovalerone;

(19) 4-methylmethcathinone;

(20) 4-methoxymethcathinone;

(21) 3-fluoromethcathinone; and

(22) 4-fluoromethcathinone;

D. the enumeration of peyote as a controlled
substance does not apply to the use of peyote in bona fide
religious ceremonies by a bona fide religious organization,
and members of the organization so using peyote are exempt
from registration. Any person who manufactures peyote for or
distributes peyote to the organization or its members shall
comply with the federal Comprehensive Drug Abuse Prevention
and Control Act of 1970 and all other requirements of law;

E. the enumeration of Schedule I controlled substances does not apply to:

(1) hemp pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(2) cultivation of hemp by persons pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(3) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols with concentrations of up to five percent as measured using a post-decarboxylation method and based on percentage dry weight, possessed by a person in connection with the cultivation, transportation, testing, researching, manufacturing or other processing of the plant Cannabis sativa L., or any part of the plant whether growing or not, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; or

(4) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including

tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols in any concentration possessed by a person in connection with the extraction of tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; and

F. controlled substances added to Schedule I by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978."

SECTION 65. Section 30-31-7 NMSA 1978 (being Laws 1972, Chapter 84, Section 7, as amended) is amended to read:

"30-31-7. SCHEDULE II.--

A. The following controlled substances are included in Schedule II:

(1) any of the following substances, except those narcotic drugs listed in other schedules, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by combination of extraction and chemical synthesis:

(a) opium and opiate, and any salt, compound, derivative or preparation of opium or opiate;

(b) any salt, compound, isomer, derivative or preparation thereof that is chemically equivalent or identical with any of the substances referred to in Subparagraph (a) of this paragraph, but not including the isoquinoline alkaloids of opium;

(c) opium poppy and poppy straw; and

(d) coca leaves and any salt, compound, derivative or preparation of coca leaves, and any salt, compound, derivative or preparation thereof that is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions that do not contain cocaine or ecgonine;

(2) any of the following opiates, including their isomers, esters, ethers, salts and salts of isomers, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(a) alphaprodine;

(b) anileridine;

(c) bezitramide;

(d) dihydrocodeine;

(e) diphenoxylate;

(f) fentanyl;

(g) hydromorphone;

(h) isomethadone;

(i) levomethorphan;

(j) levorphanol;

(k) meperidine;

(l) metazocine;

(m) methadone;

(n) methadone--intermediate, 4-cyano-2-dimethylamino-4, 4-diphenyl butane;

(o) moramide--intermediate, 2-methyl-3-morpholino-1, 1-diphenyl-propane-carboxylic acid;

(p) oxycodone;

(q) pethidine;

(r) pethidine--intermediate--A, 4-cyano-1-methyl-4-phenylpiperidine;

(s) pethidine--intermediate--B, ethyl-4-phenyl-piperidine-4-carboxylate;

(t) pethidine--intermediate--C, 1-methyl-4-phenylpiperidine-4-carboxylic acid;

(u) phenazocine;

(v) piminodine;

(w) racemethorphan; and

(x) racemorphan;

(3) unless listed in another schedule, any material, compound, mixture or preparation that contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system:

(a) amphetamine, its salts, optical isomers and salts of its optical isomers;

(b) phenmetrazine and its salts;

(c) methamphetamine, its salts, isomers and salts of isomers; and

(d) methylphenidate; and

(4) controlled substances added to Schedule II by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978.

B. Where methadone is prescribed, administered or dispensed by a practitioner of a drug abuse rehabilitation program while acting in the course of the practitioner's professional practice, or otherwise lawfully obtained or possessed by a person, such person shall not possess such methadone beyond the date stamped or typed on the label of the container of the methadone, nor shall any person possess methadone except in the container in which it was originally administered or dispensed to such person, and such container shall include a label showing the name of the prescribing physician or practitioner, the identity of methadone, the name of the ultimate user, the date when the methadone is to be administered to or used or consumed by the named ultimate user shown on the label and a warning on the label of the methadone container that the ultimate user must use, consume or administer to the ultimate user the methadone in such

container. Any person who violates this subsection is guilty of a felony and shall be punished by imprisonment for not less than one year nor more than five years, or by a fine of up to five thousand dollars ($5,000), or both."

SECTION 66. Section 30-31-21 NMSA 1978 (being Laws 1972, Chapter 84, Section 21, as amended) is amended to read:

"30-31-21. DISTRIBUTION TO A MINOR.--Except as authorized by the Controlled Substances Act, no person who is eighteen years of age or older shall intentionally distribute a controlled substance to a person under the age of eighteen years. Any person who violates this section with respect to a controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of any controlled substance enumerated in Schedule I, II, III or IV is:

(1) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 67. Section 30-31-22 NMSA 1978 (being Laws 1972, Chapter 84, Section 22, as amended) is amended to read:

"30-31-22. CONTROLLED OR COUNTERFEIT SUBSTANCES--DISTRIBUTION PROHIBITED.--

A. Except as authorized by the Controlled

Substances Act, it is unlawful for a person to intentionally distribute or possess with intent to distribute a controlled substance or a controlled substance analog except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers. A person who violates this subsection with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the

provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

B. It is unlawful for a person to distribute gamma hydroxybutyric acid or flunitrazepam to another person

without that person's knowledge and with intent to commit a crime against that person, including criminal sexual penetration. For the purposes of this subsection, "without that person's knowledge" means the person is unaware that a substance with the ability to alter that person's ability to appraise conduct or to decline participation in or communicate unwillingness to participate in conduct is being distributed to that person. Any person who violates this subsection is:

(1) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. Except as authorized by the Controlled Substances Act, it is unlawful for a person to intentionally create or deliver, or possess with intent to deliver, a counterfeit substance. A person who violates this subsection with respect to:

(1) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) a counterfeit substance enumerated in

Schedule V is guilty of a petty misdemeanor and shall be punished by a fine of not more than one hundred dollars ($100) or by imprisonment for a definite term not to exceed six months, or both.

D. A person who knowingly violates Subsection A or C of this section while within a drug-free school zone with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(4) the intentional creation, delivery or possession with the intent to deliver:

(a) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a third degree felony and shall be sentenced pursuant to the provisions of

Section 31-18-15 NMSA 1978; and

(b) a counterfeit substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) nor more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

E. Notwithstanding the provisions of Subsection A of this section, distribution of a small amount of synthetic cannabinoids for no remuneration shall be treated as provided in Paragraph (1) of Subsection B of Section 30-31-23 NMSA 1978."

SECTION 68. Section 30-31-23 NMSA 1978 (being Laws 1972, Chapter 84, Section 23, as amended) is amended to read:

"30-31-23. CONTROLLED SUBSTANCES--POSSESSION PROHIBITED.--

A. It is unlawful for a person intentionally to possess a controlled substance unless the substance was obtained pursuant to a valid prescription or order of a practitioner while acting in the course of professional practice or except as otherwise authorized by the Controlled Substances Act. It is unlawful for a person intentionally to possess a controlled substance analog.

B. A person who violates this section with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a petty misdemeanor and shall be punished by a fine of not less than fifty dollars ($50.00) or more than one hundred dollars ($100) and by imprisonment for not more than fifteen days, and, for the second and subsequent offenses, is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both; or

(3) eight ounces or more of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. A minor who violates this section with respect to the substances listed in this subsection is guilty of a petty misdemeanor and, notwithstanding the provisions of Sections 32A-1-5 and 32A-2-19 NMSA 1978, shall be required to perform no more than forty-eight hours of community service.

For the third or subsequent violation by a minor of this section with respect to those substances, the provisions of Section 32A-2-19 NMSA 1978 shall govern punishment of the minor. As used in this subsection, "minor" means a person who is less than eighteen years of age. The provisions of this subsection apply to the following substances:

(1) synthetic cannabinoids;

(2) any of the substances listed in Paragraphs (17) through (22) of Subsection C of Section 30-31-6 NMSA 1978; or

(3) a substance added to Schedule I by a rule of the board adopted on or after March 31, 2011 if the board determines that the pharmacological effect of the substance, the risk to the public health by abuse of the substance and the potential of the substance to produce psychic or physiological dependence liability is similar to the substances described in Paragraph (1) or (2) of this subsection.

D. Except as provided in Subsections B and F of this section, and for those substances listed in Subsection E of this section, a person who violates this section with respect to any amount of any controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV is guilty of a misdemeanor and shall be punished by a fine of

not less than five hundred dollars ($500) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both.

E. A person who violates this section with respect to phencyclidine as enumerated in Schedule III or a controlled substance analog of phencyclidine; methamphetamine, its salts, isomers or salts of isomers as enumerated in Schedule II or a controlled substance analog of methamphetamine, its salts, isomers or salts of isomers; flunitrazepam, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of flunitrazepam, including naturally occurring metabolites, its salts, isomers or salts of isomers; gamma hydroxybutyric acid and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma hydroxybutyric acid, its salts, isomers or salts of isomers; gamma butyrolactone and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma butyrolactone, its salts, isomers or salts of isomers; 1-4 butane diol and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule

I or a controlled substance analog of 1-4 butane diol, its salts, isomers or salts of isomers; or a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

F. Except for a minor as provided in Subsection C of this section, a person who violates Subsection A of this section while within a posted drug-free school zone, excluding private property residentially zoned or used primarily as a residence and excluding a person in or on a motor vehicle in transit through the posted drug-free school zone, with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both, and for the second or subsequent offense, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) eight ounces or more of synthetic cannabinoids is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(4) any amount of any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV, except phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(5) phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II, a controlled substance analog of phencyclidine or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 69. Section 30-31-34 NMSA 1978 (being Laws 1972, Chapter 84, Section 33, as amended) is amended to read:

"30-31-34. FORFEITURES--PROPERTY SUBJECT.--The following are subject to forfeiture pursuant to the provisions of the Forfeiture Act:

A. all raw materials, products and equipment of any kind, including firearms that are used or intended for use in manufacturing, compounding, processing, delivering, importing or exporting any controlled substance or controlled substance analog in violation of the Controlled Substances Act;

B. all property that is used or intended for use as a container for property described in Subsection A of this section;

C. all conveyances, including aircraft, vehicles or vessels that are used or intended for use to transport or in any manner to facilitate the transportation for the purpose of sale of property described in Subsection A of this section;

D. all books, records and research products and materials, including formulas, microfilm, tapes and data that are used or intended for use in violation of the Controlled Substances Act;

E. narcotics paraphernalia or money that is a fruit or instrumentality of the crime;

F. notwithstanding Subsection C of this section and the provisions of the Forfeiture Act:

(1) a conveyance used by a person as a common carrier in the transaction of business as a common carrier shall not be subject to forfeiture pursuant to this

section unless it appears that the owner or other person in charge of the conveyance is a consenting party or privy to a violation of the Controlled Substances Act;

(2) a conveyance shall not be subject to forfeiture pursuant to this section by reason of an act or omission established for the owner to have been committed or omitted without the owner's knowledge or consent;

(3) a conveyance is not subject to forfeiture for a violation of law the penalty for which is a misdemeanor; and

(4) a forfeiture of a conveyance encumbered by a bona fide security interest shall be subject to the interest of a secured party if the secured party neither had knowledge of nor consented to the act or omission; and

G. all drug paraphernalia as defined by Subsection T of Section 30-31-2 NMSA 1978."

SECTION 70. TEMPORARY PROVISION--TRANSFER--FUNCTIONS, PERSONNEL, MONEY, PROPERTY, CONTRACTUAL OBLIGATIONS AND STATUTORY REFERENCES--MEDICAL CANNABIS FUND--RULES.--

A. On the effective date of this act, all functions, personnel, money, appropriations, records, furniture, equipment and other property of the department of health's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be transferred to the regulation and licensing

department.

B. On the effective date of this act, all contractual obligations and other agreements of the department of health as they pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties are binding on the regulation and licensing department.

C. Statutory references to the department of health that pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be deemed to be references to the cannabis control division of the regulation and licensing department.

D. On the effective date of this act, any unexpended or unencumbered balance in the medical cannabis fund is transferred to the cannabis regulation fund.

E. Except to the extent any administrative rules are inconsistent with the provisions of this act, any administrative rules adopted by an officer, agency or other entity whose responsibilities have been transferred pursuant to the provisions of this act to another officer, agency or other entity remain in force until amended by the officer, agency or other entity to which the responsibility for the adoption of the rules has been transferred. To the extent any administrative rules are inconsistent with the provisions

of this act, such rules are null and void.

SECTION 71. TEMPORARY PROVISION--STUDY--REPORT.--

A. The legislative finance committee shall study the fiscal and economic impacts of the Cannabis Regulation Act for fiscal years 2023 through 2027 and provide a report to the revenue stabilization and tax policy committee on or before December 1, 2027.

B. The report shall include:

(1) the impacts on budgets and staffing of the regulation and licensing department and the department of health;

(2) the impacts on general fund revenue and expenses;

(3) the impacts on potential funds created by the Cannabis Regulation Act;

(4) the impacts on the medical cannabis program;

(5) the impacts on local and state law enforcement; and

(6) the economic impact on the state, including:

(a) job creation;

(b) tourism; and

(c) other economic impacts.

SECTION 72. REPEAL.--Section 9-7-17.1 NMSA 1978 (being

Laws 2012, Chapter 42, Section 1) is repealed.

SECTION 73. DELAYED REPEAL.--Section 40 of this act is repealed effective December 31, 2025.

Appendix F: Senate Bill 2: Expungement of Certain Criminal Records

AN ACT

RELATING TO CRIMINAL RECORDS; PROVIDING FOR EXPUNGEMENT OF ARREST AND CONVICTION RECORDS FOR CERTAIN CANNABIS OFFENSES; PROVIDING FOR DISMISSAL OF SENTENCES OF INCARCERATED PERSONS; REVISING THE LIST OF CRIMINAL RECORDS THAT CANNOT BE CONSIDERED IN AN APPLICATION FOR PUBLIC EMPLOYMENT, LICENSURE OR OTHER AUTHORITY TO PRACTICE A TRADE, BUSINESS OR PROFESSION; AMENDING THE CRIMINAL RECORD EXPUNGEMENT ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 28-2-3 NMSA 1978 (being Laws 1974, Chapter 78, Section 3, as amended) is amended to read:

"28-2-3. EMPLOYMENT ELIGIBILITY DETERMINATION.--

A. Subject to the provisions of Subsection B of this section and Sections 28-2-4 and 28-2-5 NMSA 1978, in determining eligibility for employment with the state or any of its political subdivisions or for a license, permit, certificate or other authority to engage in any regulated trade, business or profession, the board or other department or agency having jurisdiction may take into consideration a conviction, but the conviction shall not operate as an automatic bar to obtaining public employment or license or other authority to practice the trade, business or profession. A board, department or agency of the state or any of its political subdivisions shall not make an inquiry

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regarding a conviction on an initial application for employment and shall only take into consideration a conviction after the applicant has been selected as a finalist for the position.

B. The following criminal records shall not be used, distributed or disseminated in connection with an application for any public employment, license or other authority:

(1) records of arrest not followed by a valid conviction;

(2) convictions that have been sealed, dismissed, expunged or pardoned;

(3) juvenile adjudications; or

(4) convictions for a crime that is not job-related for the position in question and consistent with business necessity."

SECTION 2. Section 28-2-4 NMSA 1978 (being Laws 1974, Chapter 78, Section 4, as amended by Laws 1997, Chapter 238, Section 5 and also by Laws 1997, Chapter 251, Section 1) is amended to read:

"28-2-4. POWER TO REFUSE, RENEW, SUSPEND OR REVOKE PUBLIC EMPLOYMENT OR LICENSE.--

A. Any board or other agency having jurisdiction over employment by the state or any of its political subdivisions or the practice of any trade, business or

profession may refuse to grant or renew or may suspend or revoke any public employment or license or other authority to engage in the public employment, trade, business or profession for one or both of the following causes:

(1) where the applicant, employee or licensee has been convicted of a felony and the criminal conviction directly relates to the particular employment, trade, business or profession; and

(2) where the applicant, employee or licensee has been convicted of homicide, kidnapping, human trafficking, trafficking in controlled substances, criminal sexual penetration or related sexual offenses or child abuse and the applicant, employee or licensee has applied for reinstatement, renewal or issuance of a teaching certificate, a license to operate a child-care facility or employment at a child-care facility, regardless of rehabilitation.

B. The board or other agency shall explicitly state in writing the reasons for a decision that prohibits the person from engaging in the employment, trade, business or profession if the decision is based in whole or in part on conviction of any crime described in Paragraphs (1) and (2) of Subsection A of this section."

SECTION 3. Section 29-3A-1 NMSA 1978 (being Laws 2019, Chapter 203, Section 1) is amended to read:

"29-3A-1. SHORT TITLE.--Chapter 29, Article 3A NMSA

1978 may be cited as the "Criminal Record Expungement Act"."

SECTION 4. Section 29-3A-4 NMSA 1978 (being Laws 2019, Chapter 203, Section 4) is amended to read:

"29-3A-4. EXPUNGEMENT OF RECORDS UPON RELEASE WITHOUT CONVICTION.--

A. One year from the date of the final disposition in the case, a person released without conviction for a violation of a municipal ordinance, misdemeanor, felony, penalty assessments under the Criminal Code and the Motor Vehicle Code or violations and deferred sentences under the Motor Vehicle Code may petition the district court in the district in which the charges against the person originated for an order to expunge arrest records and public records related to that case.

B. A petitioner shall provide notice by first-class United States mail of the filed petition to the following parties, which parties shall be given thirty days in which to provide to the district court any objections to the petition:

(1) the district attorney for that district; and

(2) the department of public safety.

C. A single petition filed pursuant to Subsection A of this section may include a request to expunge multiple arrest records and public records that originated within the

jurisdiction of a district. A petition shall be filed under seal or under pseudonym. Petitions brought pursuant to the Criminal Record Expungement Act and all records of proceedings thereunder shall be expunged upon the conclusion of proceedings. The petitioner shall attach to and file with the petition copies of the petitioner's record of arrest and prosecutions from the department of public safety dated no earlier than ninety days prior to the date the petition is filed.

D. A party that seeks to object to a petition on the basis of the contents of a petitioner's record of arrest and prosecutions from the federal bureau of investigation must provide a copy of that record to a petitioner at no charge at the time the party objects.

E. After a hearing on the petition, the court shall issue an order within thirty days of the hearing requiring that all arrest records and public records related to the case be expunged if it finds that no other charge or proceeding is pending against the petitioner and if the petitioner was released without a conviction, including:

(1) an acquittal or finding of not guilty;

(2) a nolle prosequi, a no bill or other dismissal;

(3) a referral to a preprosecution diversion program;

(4) an order of conditional discharge pursuant to Section 31-20-13 NMSA 1978; or

(5) the proceedings were otherwise discharged.

F. The court shall cause a copy of the order to be delivered to all relevant law enforcement agencies and courts. The order shall prohibit all relevant law enforcement agencies and courts from releasing copies of the records to any person, except upon order of the court."

SECTION 5. A new section of the Criminal Record Expungement Act is enacted to read:

"EXPUNGEMENT OF ARREST AND CONVICTION RECORDS--PROCEDURE.--If a person was charged with an offense involving cannabis that is no longer a crime on the effective date of the Cannabis Regulation Act or that would have resulted in a lesser offense if that act had been in effect at the time of the offense, whether or not the person is convicted, all public records held by a court or an agency of the state or a local jurisdiction that relate to the person's arrest or conviction shall be automatically expunged two years after the date of the person's conviction or the date of the person's arrest if there was no conviction; provided that if the arrest or conviction included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged. If the person is or was

under eighteen years of age at the time of the arrest or conviction, the public records shall be retained for two years or until the person is eighteen years of age, whichever comes first, and shall then be automatically expunged; provided that if the arrest or conviction included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged. The public records shall be removed from all statewide criminal databases. The supreme court shall promulgate rules to implement the provisions of this section."

SECTION 6. A new section of the Criminal Record Expungement Act is enacted to read:

"DISMISSAL OF SENTENCES--INCARCERATED PERSONS.--

A. Within thirty days following the effective date of this section, a correctional facility, a county jail or a juvenile correctional facility in which a person is currently incarcerated for an offense that is no longer a crime pursuant to the provisions of the Cannabis Regulation Act, or that would have resulted in a lesser offense if that act had been in effect at the time of the offense, shall notify the court that the convicted person's case may be:

(1) reopened to consider possible dismissal of the person's sentence; or

(2) expunged pursuant to the provisions of the Criminal Record Expungement Act.

B. A court shall reopen a case pursuant to Subsection A of this section and dismiss the person's sentence if it is legally invalid.

C. A person who has completed the person's sentence for a conviction, whether by trial or negotiated plea, who would not have been guilty of an offense or who would have been guilty of a lesser offense if the Cannabis Regulation Act had been in effect at the time of the offense is entitled to have the conviction dismissed and expunged because the prior conviction is now legally invalid or redesignated as a penalty assessment citation.

D. On or before January 1, 2022, the department of public safety shall review the public records in the state criminal history databases and shall identify all past convictions that are potentially eligible for dismissal and expungement or redesignation pursuant to the Cannabis Regulation Act. The department of public safety shall notify the corrections department, prosecutors and defense counsel of record in the case resulting in the conviction of all cases that are eligible for dismissal and expungement or redesignation.

E. The prosecutor of the case shall have until July 1, 2022 to review all cases and determine whether to challenge the dismissal and expungement or redesignation.

F. The prosecutor of the case may challenge the

resentencing of a person pursuant to this section when the person does not meet the criteria established under the Cannabis Regulation Act.

G. On or before July 1, 2022, the prosecutor of the case shall inform the court and defense counsel of record in the case resulting in the conviction when the prosecutor of the case is challenging a particular dismissal and expungement or redesignation. The prosecutor of the case shall also inform the court when the prosecutor of the case is not challenging a particular dismissal and expungement or redesignation.

H. If the prosecutor of the case does not challenge the dismissal and expungement or redesignation by July 1, 2022, the court shall notify the department of public safety that the case has been dismissed. Upon notice, the department of public safety shall expunge the public record pertaining to the offense; provided that if the arrest included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged.

I. A person who is currently incarcerated or who was incarcerated in the past for a cannabis offense that is no longer a crime may at any time petition to modify the person's criminal sentence or to have the person's conviction vacated. If the petition is granted, the court shall issue an order within thirty days of the granting of the petition

requiring that the portions of the public records related to the cannabis offense, as well as all records of proceedings related to the petition for expungement, be expunged.

J. Nothing in this section is intended to diminish or abrogate any rights or remedies otherwise available to a person who was convicted of or incarcerated for a cannabis offense.

K. The provisions of this section shall apply equally to juvenile delinquency adjudications and convictions of a juvenile if the juvenile would not have been guilty of an offense or would have been guilty of a lesser offense as provided in the Cannabis Regulation Act.

L. No fee or cost of any kind shall be imposed upon a person whose sentence is reviewed pursuant to this section."

SECTION 7. Section 61-1-1 NMSA 1978 (being Laws 1957, Chapter 247, Section 1, as amended) is amended to read:

"61-1-1. SHORT TITLE.--Chapter 61, Article 1 NMSA 1978 may be cited as the "Uniform Licensing Act"."

SECTION 8. A new section of the Uniform Licensing Act is enacted to read:

"CRIMINAL CONVICTIONS--EXCLUSION FROM LICENSURE--DISCLOSURE REQUIREMENT.--

A. A board shall not exclude from licensure a person who is otherwise qualified on the sole basis that the

person has been previously arrested for or convicted of a crime, unless the person has a disqualifying criminal conviction.

B. By December 31, 2021, each board shall promulgate and post on the board's website rules relating to licensing requirements to list the specific criminal convictions that could disqualify an applicant from receiving a license on the basis of a previous felony conviction. Rules relating to licensing requirements promulgated by a board shall not use the terms "moral turpitude" or "good character". A board shall only list disqualifying criminal convictions.

C. In an administrative hearing or agency appeal, a board shall carry the burden of proof on the question of whether the exclusion from occupational or professional licensure is based upon a disqualifying criminal conviction.

D. No later than October 31 of each year, while ensuring the confidentiality of individual applicants, a board shall make available to the public an annual report for the prior fiscal year containing the following information:

(1) the number of applicants for licensure and, of that number, the number granted a license;

(2) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who received notice of potential disqualification;

(3) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who provided a written justification with evidence of mitigation or rehabilitation; and

(4) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who were granted a license, denied a license for any reason or denied a license because of the conviction.

E. As used in this section, "disqualifying criminal conviction" means a conviction for a crime that is job-related for the position in question and consistent with business necessity."


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ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7a

Request to Publish Notice of Public Hearing on September 29, 2021.
An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body (Public Hearing): 09/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/08/21 Economic Development Advisory Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		

COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

Proposed Legislation to Address Zoning Issues Related to Commercial Cannabis Establishments

Noah Berke, AICP, CFM
Planning Manager
City of Santa Fe Planning and Land Use Department

What code changes are proposed?

- Amend the Land Development Code by adding a new category of specific uses, “Commercial Cannabis Establishments,” in the Santa Fe City Code (“SFCC” 14-6.1-1 (Table of Permitted Uses);
- Amend Subsection 14-6.2(H) (agricultural uses);
- Amend Subsection 14-6.3(D)(2) (home occupations);
- Amend Subsection 14-12.1 (definitions); and
- Adds a new Subsection 14-6.2(I) to adopt use specific standards for cannabis establishments including density limitations and operating times.

Cannabis Regulation Act

Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority.

The State of New Mexico will start accepting applications for Cannabis Producer Licenses on September 1, 2021.

The State is still working on the regulations for Cannabis Retail Establishments and Cannabis Consumption Areas. They will start accepting applications for those on January 1, 2021.

NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

The State has clearly outlined that a local jurisdiction cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Background

- On July, 14, 2021, the Governing Body heard a presentation from Staff which outlined how the Land Use Department would classify cannabis establishments under the current zoning and land use codes. Staff also made formal cannabis recommendations moving forward. As contemplated in Chapter 14, the Planning Commission is making the recommendations for changes to the Chapter, beginning with the recommendations from its policy subcommittee.
- The Policy Subcommittee conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021.
- The Subcommittee's primary focus has been to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.
- The Planning Commission heard Staff's recommendations at their meetings of August 19, 2021 and September 2, 2021. They ultimately recommended approval to the Governing Body.
- The main conversations had to do with distance between cannabis retail establishments and cannabis producer microbusinesses.
- The City Attorney made technical amendments to the Planning Commission's recommended legislation in order to sign for legal sufficiency. The technical changes are not intended to modify the policy recommendations included in the Planning Commission's recommended legislation. Rather, they consolidate the use sub-categories without associated regulatory distinctions; streamline multiple provisions prohibiting home occupations into one; remove provisions requiring adherence to existing law; and add or refine language in a few instances to clarify intent.

Proposed Legislative Changes to Chapter 14

Commercial Cannabis Establishments would be divided into two classes for Production:

1. Cannabis Producer:

A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person possesses two hundred and one (201) total mature cannabis plants or more at any one time.

- Permitted indoors: I-1 and I-2
- Permitted indoors or outdoors with Special Use Permit: C-2 and BIP

2. Cannabis Producer Microbusiness:

A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

- Permitted indoors: C-2, I-1, I-2, BIP, SC-1, SC-2 and SC-3
- Outdoors with Special Use Permit

Continued..

Commercial Cannabis Establishments would be divided into two classes for Manufacturing:

1. Cannabis Manufacturing, Heavy:

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

Permitted indoors in I-1, I-2 and BIP

2. Cannabis Manufacturing, Light:

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

Permitted in C-2, BCD, I-1, I-2 and BIP

Commercial Cannabis Establishments would be divided into two categories for Cannabis research and testing laboratories:

1. Cannabis Research Laboratory:

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

Permitted in C-2, BCD, I-1, I-2 and BIP

2. Cannabis Testing Laboratory:

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

Permitted in C-2, BCD, I-1, I-2 and BIP

Continued..

Commercial Cannabis Establishments would include one category for Cannabis Retail:

1. Commercial Cannabis Retailer:

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

Permitted in C-2, BCD, I-1, I-2, BIP, SC-1, SC-2, SC-3, and MU (limited to hours of operation from 7:00 AM to 10:00 PM in MU districts only)

The Commercial Cannabis Retailer use would only be permitted if not located within three hundred (300) feet of an existing school or daycare center; new commercial cannabis retailer **would only be permitted use if located within a four hundred (400) foot distance of a commercial cannabis retailer main entrance** accessing the primary function of the establishment as approved by the City (the distance shall be measured from the main entrance of the business premise to the main entrance of the next business premise); all commercial cannabis retailers would be limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

Cannabis Consumption Area:

Defined as an area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older. The State of New Mexico is currently working on a framework for regulating cannabis consumption areas and legislation will be further drafted and presented to the Planning Commission and Governing Body after the State's framework is completed.

Next Steps

- The goal of this proposed legislation is to promote the cannabis economy while protecting public health, safety, and the general welfare of the residents and visitors to the City of Santa Fe.
- Staff will work with the Policy Subcommittee to draft any needed changes to Cannabis Retail Establishments and Cannabis Consumption Areas to be consistent with the States regulations.

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

AMENDED
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 original *Recommended Findings of Fact and Conclusions of Law* were issued August 22, 2021. In that recommendation, the Hearing Officer included a recommended condition of approval that "Applicant shall seek the Traffic Engineering Division Director's review of the relocated access," which addressed Applicant's proposal to relocate ingress and egress to Agua Fria Street from Romero Street. This recommendation was made to ensure accuracy in the record, because the C*ity of Santa Fe Liquor License Request Supplemental Information* form includes review of unacceptable traffic impacts, and that review was based on access to Romero Street. The recommended condition was not intended to indicate that traffic impacts, other than those specifically attributable to the liquor license, are relevant to review of the application.

This matter was subsequently remanded by the Governing Body for a new review by the Traffic Engineering Division and an update of the August 22, 2021 Liquor License Hearing Officer recommendation.

The Public Works Department issued "*Additional Notes Supplemental Form Traffic Review Susan's Fine Wines*" and staff findings on September 1, 2021.

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. On September 2, 2021 the following additional materials were provided and reviewed, pursuant to the previous recommended conditions of approval and the Council's remand:
    a. Staff findings dated September 1, 2021
    b. *Additional Notes Supplemental Form Traffic Review Susan's Fine Wine* dated August 31, 2021
3. 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.
4. City Clerk Kristine Mihelcic presented the application.
5. Applicant was offered, and accepted, the opportunity to present sworn testimony and evidence.
6. Members of the public were offered, and accepted, the opportunity to present sworn testimony and evidence.

7. 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.
8. 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]
9. 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 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.
    d. An August 27, 2021 email from Jerry Richardson, including a memorandum of law. The email and memorandum were submitted after the hearing was closed and therefore they were not reviewed prior to issuing this amended recommendation. They are included in the record as an informal exhibit for the sake of completeness.
10. 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.
11. Other specific issues raised included:
    a. Lack of litter at existing premises

[1] Some written comments in the record are wholly or partially unreadable

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

12. 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 options[2] rather than on any aspects of the transfer of the license related to the particular proposed location.

13. Other specific issues raised included:

a. The population/homeless individuals who would be brought into the neighborhood
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

[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. The Public Works Department has now recommended a dual option, with traffic on both Romero Street and Agua Fria Street.

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

14. 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.

15. The Public Works Department's review of the revised access (ingress and egress) on Agua Fria Street found that "It appears that substantial evidence <u>does</u> exist that would create unacceptable traffic impacts" (emphasis in original) and explained the finding as follows:

> Public Works finds that there are limited site distances coming out of the Agua Fria driveway which could cause unsafe movements onto Agua Fria. With vehicles also entering on the same one way driveway, if there are conflicting movements, this would cause someone entering the site have to wait on Agua Fria until the exiting vehicle turns on Agua Fria before they can turn into the access point. Public Works Engineering recommends that safer traffic patterns on adjacent streets would result from a one way entrance from Agua Fria Street and one way exit onto Romero Street

Therefore, the Public Works Department recommended that "access and egress from the business be configured with an entrance only from Agua Fria St. and an exit only onto Romero St."

16. *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, other than the August 27, 2021 email from Jerry Richardson identified above.

17. 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 s 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 also 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" (potentially referring, in part, to Romero Street itself). *Woodard* ¶ 6.
7. Here, in contrast to *Woodard*, the Public Works Department has opined that this application would result in unacceptable traffic impacts.
8. The Public Works Department's review did not relate the unacceptable traffic impacts to the liquor license application however.
9. 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.
10. The Public Works Department's recommendation indicates the potential for such impacts, although does not relate them to the liquor license application itself.
11. 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.*
12. 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.
13. To the extent that there was any testimony regarding the qualifications of the particular Applicant, that testimony was almost entirely positive.
14. For instance, as in *License No. 4035*, the actual evidence in the record is that the Applicant has never been cited for any violations.
15. 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.
16. That is the case here.
17. 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.
18. To the extent that issues remain, those are, as stated by the Supreme Court, "**zoning issues**, not **liquor license issues**." *Id*. (emphasis in original).
19. That is not to minimize the concerns about the impacts of traffic, but rather to clarify that such impacts, in the absence of any evidence associating the impacts uniquely with a liquor license, are not properly part of my consideration in this application.
20. 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 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. 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.
4. 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.
5. 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.
6. 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.
7. 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.

   It should be noted that that no condition of approval relating to ingress or egress is imposed, and therefore the Applicant would be allowed to provide access complying with the Public Works Department's recommendation.

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 him. 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.



09/02/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe

Liquor License Application
Supplemental Information Form

Regina Wheeler, Public Works Director
Phone: 955-6622
rawheeler@santafenm.gov

Please complete this form and return to armares@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant or Designee completing this form:_____.
   D/B/A Name to be used: _____.
   Physical location where license is to be used:_____.
   Applicant Telephone Number: _____.
   Applicant Email: _____.
   Date Completed: _____.

2. Type of Liquor License Request:
   __New License (indicate type: _____)
   __Transfer of Location (indicate type: _____)
   __Transfer of Ownership (indicate type: _____)
   __Transfer of Ownership and Location (indicate type: _____)

3. Is this an existing business?
   __Yes
   __No

If this is an existing business, please indicate the current hours of operation:

_____

Will the hours of operation change due to the sale of liquor? If so, indicate the revised hours:

_____

4. Has liquor ever been sold at this location?

   __Yes

   __No

If liquor has been previously sold at this location, please indicate the following:

Name of Establishment: _____

Permit Type: _____

Year(s) that the Liquor Sales Occurred: _____

5. If this is a new business, indicate the anticipated business volume:

   Proposed hours of operation: _____

   Anticipated number of customers per day: _____

6. If this is an existing business, indicate the anticipated business volume due to the sale of liquor:

   __Business is expected to increase (number of customers per day: _____)

   __Business is expected to decrease (number of customers per day: _____)

   __Business is expected to remain the same.

   (**If there is an expected increase or decrease, please explain**: _____

   _____)

7. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number of customers who walk (or will walk):

   ___Anticipated number of customers who will drive

   ___Anticipated number of customers who will walk

8. Indicate which of the following statements best reflects your opinion regarding traffic impacts if your request is approved:

   __ Traffic can be expected to increase on adjacent streets

   __ Traffic can be expected, as normal, on adjacent streets

9. Is an outdoor seating and/or patio area included in the licensed premise?

__ Yes

__ No

If yes, is the outdoor area fully enclosed?

__ Yes

__ No

FOR CITY USE ONLY

Based upon a visual survey that has been completed, staff have found the following:

__ It does not appear that any substantial evidence exists that would create unacceptable traffic impacts

_X_ It appears that substantial evidence does exist that would create unacceptable traffic impacts.

__ Additional notes __Due to unacceptable traffic impacts, it is recommended that access and egress from the business be configured with an entrance only from Agua Fria St. and an exit only onto Romero St. Additional detail and diagram on attached pages.

By: _____

Title: __Public Works Director_____

Date: ___9/1/2021_____

THE CITY OF
SANTA FE

Date: August 31, 2021

Re: Additional Notes Supplemental Form Traffic Review Susan's Fine Wine

Although Public Works Engineering did not originally include detailed review of access points in its review, this updated review addresses the proposed Agua Fria ingress and egress described in Hearing Officer Graeser's Condition of approval, in addition to the other information originally provided by the applicant.

Traffic would enter from and exit to Agua Fria through a one lane driveway (photo below). Public Works finds that there are limited site distances coming out of the Agua Fria driveway which could cause unsafe movements onto Agua Fria. With vehicles also entering on the same one way driveway, if there are conflicting movements, this would cause someone entering the site have to wait on Agua Fria until the exiting vehicle turns on Agua Fria before they can turn into the access point. Public Works Engineering recommends that safer traffic patterns on adjacent streets would result from a one way entrance from Agua Fria Street and one way exit onto Romero Street (see diagram below).



632 Agua Fria, Driveway from Agua Fria



Recommended Access Egress plan for 632 Agua Fria

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
ALCOHOLIC BEVERAGE CONTROL

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

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. 2317905
License Fee $ _____ Received on: _____ Receipt No. _____
Application Number: 11939169 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 J Chavez Notary Public: [signature]
Date my Commission Expires: 10/30/2022

Official Seal
KATHY J. CHAVEZ
Notary Public
State of New Mexico
My Comm. Expires 10/30/2022

Local Option District Use Only: Local Governing Body of _____ City, County, Village
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 8½ 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.

COPY

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

RECEIVED
APR 22 2021
ALCOHOLIC BEVERAGE CONTROL

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 istrict 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 .

Development standards for the Townsc Subdistricts may be found within Santa Fe Ci de, 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.

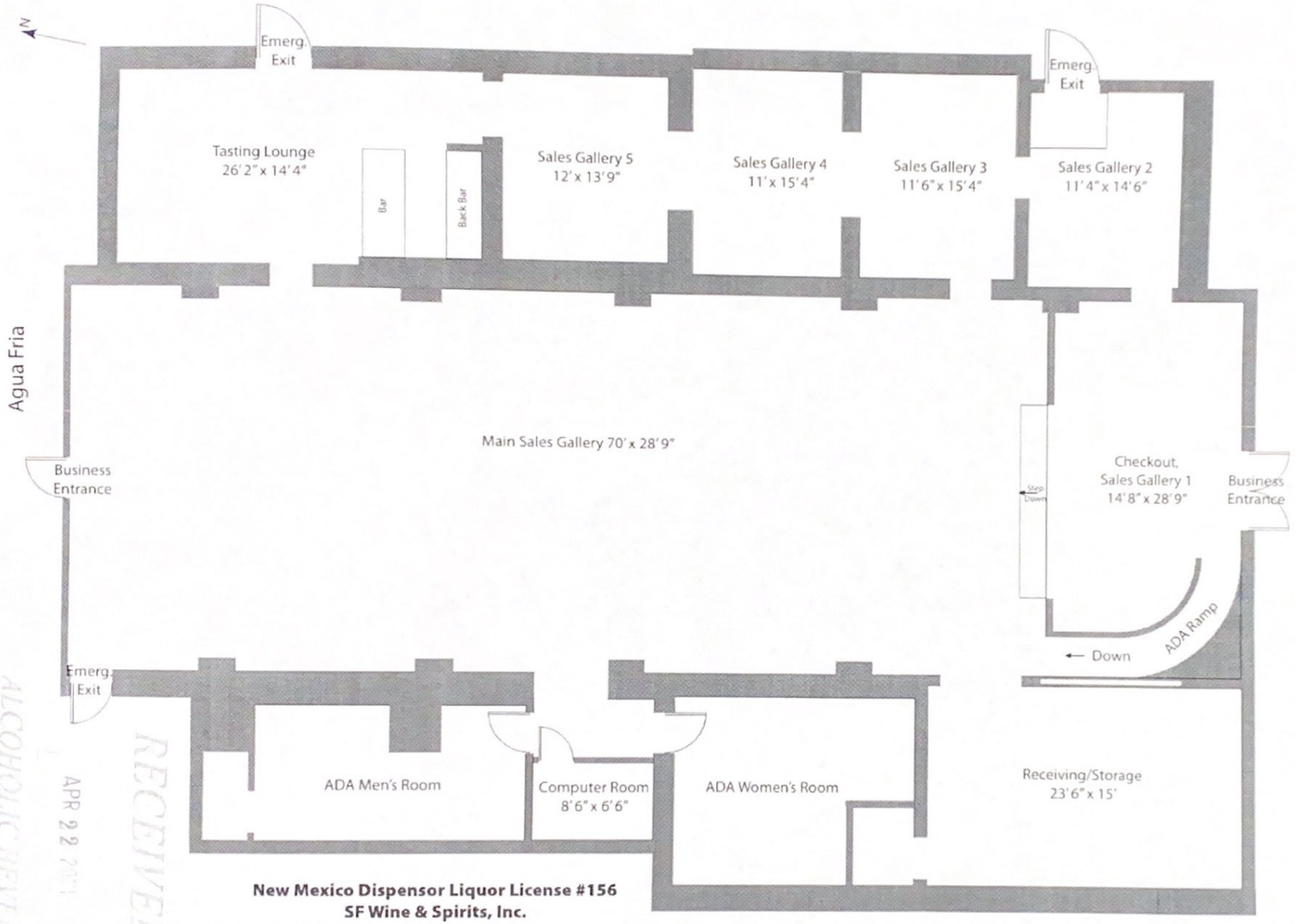
Retail sales of packaged alcohol for off-site consumption and a bar with on-site consumption are both permitted uses in the BCD district.

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
ALCOHOL 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.

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

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:

Ad Cost: $90.60

Tax Amount: $7.64

Total Amount: $98.24

Amount Due: $98.24

PO Number:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 124

Run Dates:

07/15/21, 07/22/21

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $0.00

Tagline: LEGAL # 88567

Product:

Placement:

Ad Size: 1.00 x 4.49"

Modular Size:

Color:

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: santafenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub.: July 15, 22, 2021

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

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.

AGUA FRIA ST
DUNLAP ST
632 Agua Fria ST
BCDWES
ROMERO ST

CATEGORY Specific Use	RR	R-1 R-5	R-7 R-9	R-P	RC-5, RC-8	R-10 R-20	M-HP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	P-1	I-1	DIP	SC-1	SC-2	SC-3	RSB***	Use-Specific Regs.
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [3]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

City of Santa Fe

Liquor License Request
Supplemental Information

John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant: 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

2. Type of liquor license request:

   __ New license (indicate type: _____)
   X Transfer of location (indicate type: Dispenser Type Liquor License #0156)
   __ Transfer of ownership (indicate type: _____)
   __ Transfer of ownership and location (indicate type: _____)

3. 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.

4. Does the location where this license will be located currently sell liquor?

   ___Yes
   X No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   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.

6. 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: _____)
   X 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
   X 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.
   X Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
   ___Yes
   X 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:

X It does not appear that the approval of this request will create any unacceptable traffic impacts.

___It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___Other comments: _____

By: [signature]
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 it 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

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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 **N**ot **I**n **M**y **B**ack **Y**ard 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

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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, Deslrae, 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@dougmcclellan.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 Trinquevedel 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 if 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

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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

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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 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 liiquor 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
johng@fiascowine.com
20 Bisbee Ct.
Santa Fe, NM 87508
O (505) 438-2500
F (505) 438-2595

Fiasco

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
tDAR - 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
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

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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, Walgrens, 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: Griego, 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.
- There 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 Sprits 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 I.
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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

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>, clleonard@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>, l.annemcmanus@gmail.com <l.annemcmanus@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>, scottralphbaker@gmail.com <scottralphbaker@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 <rlowenthal@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 <rbtlowe@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.

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: **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 ally entering from Agua Fria Street and would potential cause traffice traffice portblems aalong 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 disrepectful 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.

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: **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

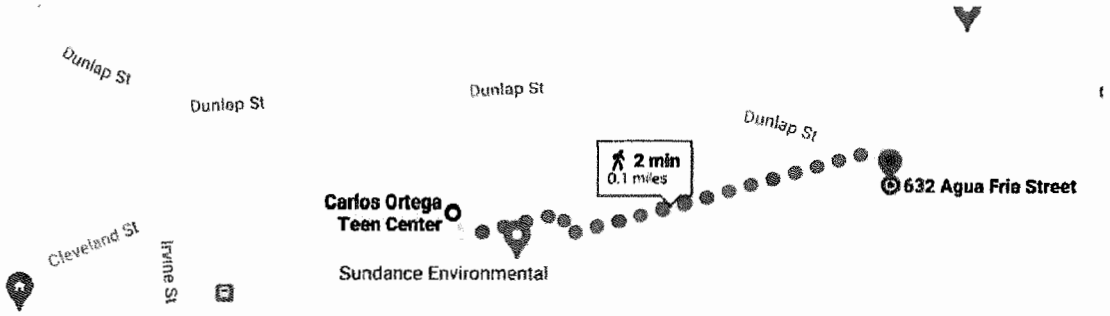
This is an entirely inappropriate location for a commercial establishment that requires numerous deliveries by large trucks. The only delivery access is via the narrow one-way Romero Street, which exits into another narrow residential street.

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

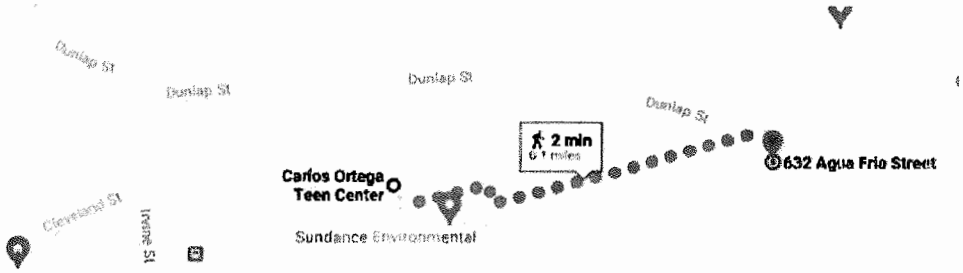
Hello,

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

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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: **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
To: 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
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
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 Gomien
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

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 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 guage 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 neiborhood 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 Frla 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 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.

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

ggp

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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: **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
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NMRLD
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STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
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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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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?

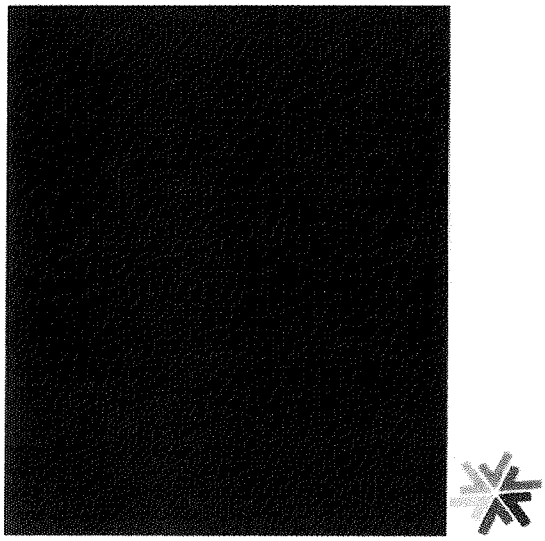
E-mail: schottfred@comcast.net

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



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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?

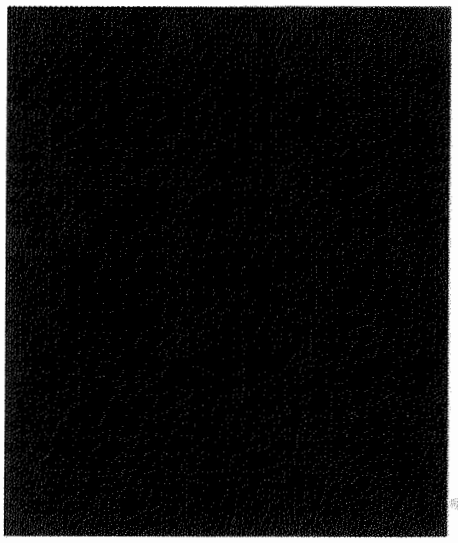
E-mail: janwestrict8188@gmail.com

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

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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 alreay 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 <houseboatddock@gmail.com>
Sent: Thursday, May 27, 2021 10:59 AM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Cc: silindell@santafenm.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 houseboatddock@gmail.com.
Thank you for your very important attention to this matter.
Nancy Westheimer

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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 devasting. 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: **houseboatddock@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 devasting. 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: houseboatddock@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.

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

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NEW MEXICO
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LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

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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 acees from Agua Fria Street is a one way St. Romero St. Very small acess with residential homes directly off curb side with overhanging vegitation (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 reguired onto Manhatten St.This is also a small reisidential 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
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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

Your Street Address: mailing 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: pcaiii@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 wich 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.

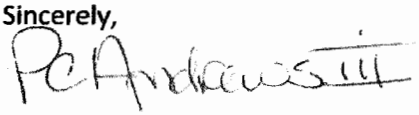
4) An additional issue associated with increased traffic flow on both Agua Fria & De Fouri/Montezuma Streets is the increased danger for parishioners of Our Lady of Guadalupe Church, situated at the corner of the aforementioned streets. The Church currently holds 11 masses per week as well as regular 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 sited 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

Proposed License Address: 632 AGUA FRIA, SANTA FE NM 87501

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. GASCA
Type of License DISPENSER
Application # 1197169

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. 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 Aqua 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 Aqua Fria, all of the traffic of Susan's clientele will of necessity have to use Romero St. At its intersection with Aqua 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 Aqua Fria is re-opened (the simplest remedy), it is hard to imagine how this new business will not adversely affect 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: 443-838-3361 (Johnson) 571-344-4425 (Wilson) E-mail: sjohnson@mica.edu twystof8@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 3/5/2021

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.**

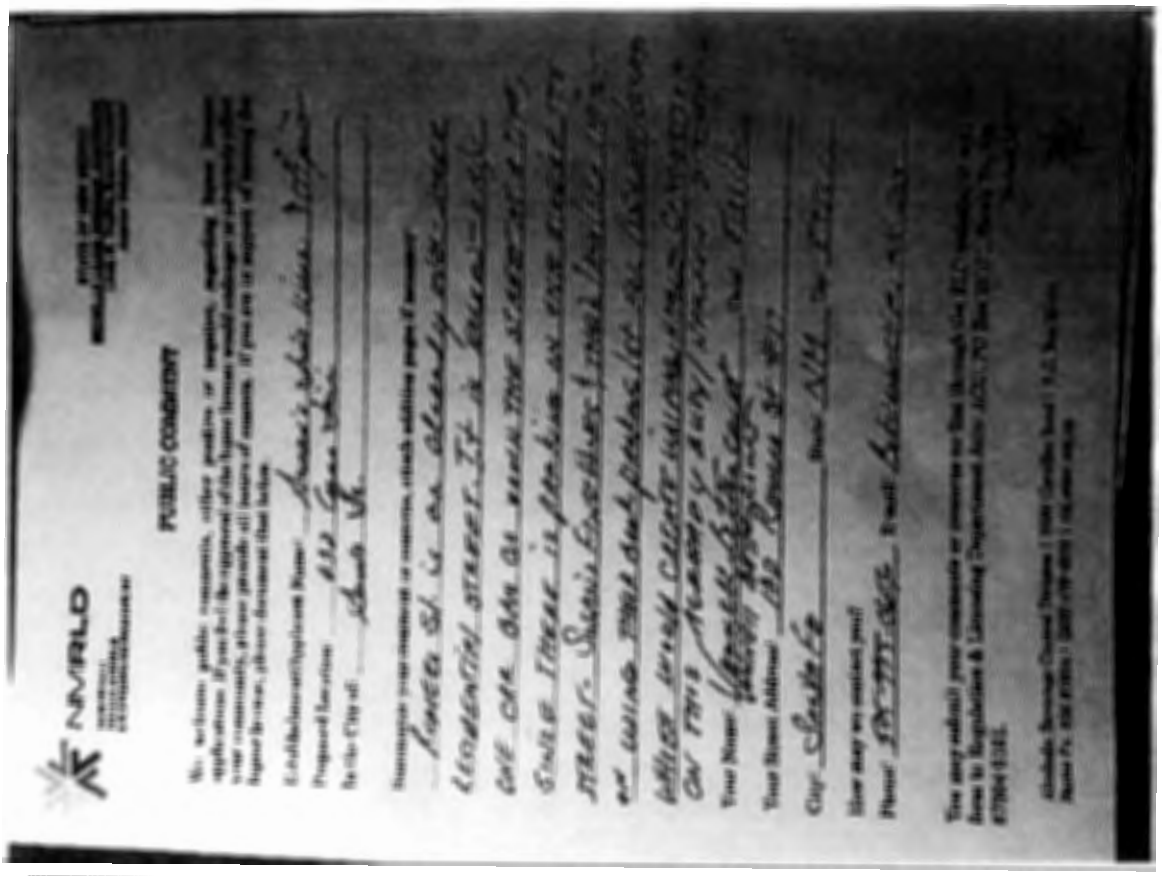
Thank you very much for considering these concerns/suggestions.

Sincerely,

Toni J. Duggan, 505-331-3961

From: Romero, Marlene, RLD
To: Griego, Desirae, RLD
Subject: FW: [EXT] Attached: 2 public comments on Susan's Fine Wins & Liquors relocating to Agua Fria In Santa Fe
Date: Tuesday, June 1, 2021 11:41:24 AM

From: Vonnell Bettencourt <betvonnell@gmail.com>
Sent: Sunday, May 30, 2021 2:11 PM
To: Romero, Marlene, RLD <Marlene.Romero1@state.nm.us>
Subject: [EXT] Attached: 2 public comments on Susan's Fine Wins & Liquors relocating to Agua Fria In Santa Fe



NVBELO

PUBLIC COMMENT

Sent from my iPhone

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JUN 01 2021
ALCOHOLIC BEVERAGE CONTROL

May 26, 2021.

Alcohol and Gaming Division
PO Box 25101
Santa Fe, New Mexico 87504

RE: Santa Fe Wine & Spirits, Inc.
Proposed Address:
632 Agua Fria Street
Santa Fe, NM

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 Agua Fria Street. Here are my concerns:

(1) The location of families and residents, living on this unique and historic Romero Street, cannot accommodate further noise, trash and traffic that will ensue

as THE Result of A Commercial business that necessitates IN HOUSE 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 backing 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 AND business

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ALCOHOLIC BEVERAGE CONTROL

who has been positively affected by their presence here on 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 singles. 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 exists. Please do not ignore our requests.

PLEASE, SAY NO.

Respectfully,
Penny Simone, Resident
138 1/2 Romens Street.
Second owner of
"Aunt Jennie Romens"
house.

Thank you!

You have the great 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.

Penny.

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Donna Gomien
759 West Manhattan Avenue, Apt. 3
Santa Fe, NM 87501
email: Dsgomien@aol.com

May 28, 2021

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JUN 01 2021
ALCOHOLIC BEVERAGE CONTROL

Director
Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, NM
87504

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 Gomien

Donna Goemien

cc: Mayor Alan Webber
Councilor Signe Lindell

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JUN 01 2021

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NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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 87504-5101.

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

	Initials	Date
Prepared By		
Approved By		

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JUN 01 2021

ALCOHOLIC BEVERAGE CONTROL

May 27, 2021

Dear Director,

I voice opposition to Santa Fe Wine and Spirits moving to 632 Aug. Fries

1) It is the Historic Guadalupe area.
2) Residential Areas.
3) Traffic nightmare on Romero Street and Manhattan Ave.
4) To many problems with Lottering, Trash, Street people Etc.

Yours truly

Benjamin N Sing

NMRLD

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JUN 01 2021

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

ALCOHOLIC BEVERAGE CONTROL

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. AUNE 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: 815-440-4454 E-mail: gaaune@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) ☒Un-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: This complaint regards the proposed plan for the above shop

1. as to its use of Alarid, Manhattan 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 shop has lanes for use by customers and delivery vehicles.

2. 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.

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JUN 01 2021

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NEW MEXICO REGULATION & LICENSING DEPARTMENT

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: 432 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 Railyard.

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: 484-883-1924 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
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ALCOHOLIC BEVERAGE CONTROL

STATE OF NEW MEXICO
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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

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

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NEW MEXICO REGULATION & LICENSING DEPARTMENT

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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: 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

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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 + Liquor
Proposed Location: 432 Aqua Fria St.
In the City of: Santa Fe

Summarize your comment or concerns, attach addition 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 Railyard.

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: 484 883 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

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NEW MEXICO
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STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

PUBLIC COMMENT

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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.

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public comments, either positive or negative, regarding [illegible] approval of the liquor license would endanger or adversely affect [illegible] If you are in support of issuing the

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.

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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
128 Romero St.
Santa Fe, NM 87501
(505) 243-5414

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NEW MEXICO REGULATION & LICENSING DEPARTMENT

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MAY 27 2021

ALCOHOLIC BEVERAGE

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 Liquor (wine & spirits)

Proposed Location: 632 Agua 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 Agua Fria, SF. The parking on Romero St. (from Agua 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: 505-6909040 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. [illegible] | Applicant: SF Wine & Spirits, Inc.

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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 & 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 2 page 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

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How may we contact you?

Phone: 505-988-5459 E-mail: jerryrich4@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

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.

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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

Transfer of Location | License No. [illegible] | Division
App. No. [illegible] | Applicant: SF Wine & Spirits, Inc.
[illegible] and Spirits

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.

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CONTROL

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

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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: 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 Fromentin 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.

Revised 7/2019

App. No. [illegible] | Applicant: SF Wine & Spirits, Inc.

Director, Alcohol and Gaming Division
P.O. Box 25101
Santa Fe, New Mexico 87504
(505) 476-4875

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ALCOHOLIC BEVERAGE CONTROL

Please consider this a written objection to moving Susan's Fine Wine and Spirits to 632 Agua Fria, Santa Fe, NM. (Application #)

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, Hillary 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 loud 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) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/abc

PUBLIC COMMENT

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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 addition pages if necessary:

See attached

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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: 505 303 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

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

N Sanchez
124 Romero St #1
Santa Fe, NM 87501

to:
Director
Alcohol & Gaming Division
PO Box 25101, Santa Fe, NM, 87504

Santa Fe, May 15, 2021

Dear Director, Susan's Fine Wine & Spirits wants to move into our neighborhood (into old Encanto Pharmacy) Romero 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 Romero St, that is already not respected by a lot of drivers, the potential of serious accidents will increase a lot!
This will add more crime & vagrancy to the neighborhood that typically surrounds package liquor stores.

The last can go on Sir, Madame

THIS IS A VERY SERIOUS ISSUE that would change the face of our neighborhood put my family at risk and now it is time to speak out !

I can be reached at 5059703581 if more objections to this liquor license are needed.

Regards

Arsan Cassieux.

RECEIVED

MAY 24

ALCOHOLIC BEVE
CONTRO

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4555 • 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, Santafe, NM 87501
In the City of: Santafe, N.M. 87501

Summarize your comment or concerns, attach addition 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 Closson St
City: Santafe State: NM Zip: 87501

How may we contact you?

Phone: (915) 474-3748 E-mail: mervinm@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.

Revised 7/2019

ATTACHMENT: COMMENTS AND CONCERNS REGARDING LIQUOR LICENSE AT 632 AGUA FRIA STRDEET

This location is in the Guadalupe Historic District with private residences the dominant occupancies. 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 inebriated. 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

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MAY 17 2021
ALCOHOLIC BEVERAGE CONTROL

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 • Santa Fe, New Mexico 87504
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RECEIVED
MAY 17 2017
ALCOHOL 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

Proposed Location: 632 Agua Fria

In the City of: Santa Fe, NM

Summarize your comment or concern, attach addition pages if necessary:
I strongly object to having Susan'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 cleanup 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 Susan's Fine Wine, but this isn't a good location.

Your Name: Consuelo Sanudo Date: May 13th, 2017

Your Street Address: 607 Agua Fria, #3

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: 608.322.5622 E-mail: sanudoc@tds.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.

Revised 7/2015

Naomi Engelman
132 Romero St #23
Santa Fe, NM 87501

Director, Alcohol and Gaming Division
PO Box 25101
Santa Fe, NM 87504

RECEIVED
MAY 17 2021
ALCOHOLIC BEVERAGE CONTROL

May 14, 2021

Dear Director,

I am writing to object to the liquor license application for Susan's Fine Wine & Spirits to move to 632 Agua Fria St, Santa Fe, NM, 87501.

Susan's intends to use Romero Street as the primary entrance and access for their package liquor store (https://sfwineandspirits.com/susans-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 battling 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 citizen concerned for the safety and wellbeing of my neighbors and neighborhood, I implore you to please not allow Susan's to move to this location which is wholly inappropriate for a package liquor store.

Sincerely,

Naomi Engelman

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box [illegible] • Santa Fe, New Mexico [illegible]
[illegible] • Fax [illegible] • [illegible]

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 & Liquors

Proposed Location: 632 Agua Fria St

In the City of: Santa Fe NM 87501

RECEIVED
MAY 19 2021
ALCOHOLIC BEVERAGE CONTROL

Summarize your comment or concerns, attach addition pages if necessary:

TO WHOM IT MAY CONCERN:

I was shocked to learn of Susan's Fine Wines application to open at 632 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 Railyard is designated as our "commercial go-to", and that makes sense as it houses everything

[illegible]

Renee Castagnola — 15 May 2021
Your Name: _____ Date: _____

607 Agua Fria St, Unit 4
Your Street Address: _____

Santa Fe — NM — 87501
City: _____ State: _____ Zip: _____

How may we contact you?

505-660-6071 — r.castagnola@comcast.net
Phone: _____ E-mail: _____

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.

Revised 7/2015

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

RECEIVED
MAY 19
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: 632 Agua Fria

In the City of: Santa Fe

Summarize your comment or concern, attach addition pages if necessary:

1. Romero St 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. Susan'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.e.cravens@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.

OPEN HEART TOURS travel with a conscience

134 ROMERO ST SANTA FE NM 87501 512-586-9700

RECEIVED

MAY 19 2021

ALCOHOLIC BEVERAGE CONTROL

May 16, 202

Alcohol & Gaming Division
PO Box 25101
Santa Fe, NM 87504

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) 476-4595 • www.rld.state.nm.us/abc

RECEIVED

MAY 20 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 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.

Exhibit #1

875

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

Protestors 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 fee 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 B. GASCA
Type of License LIQUOR
Application # 1193269

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MAY 20 2021
ALCOHOLIC BEVERAGE
CONTROL



RECEIVED

Exhibit #2

MAY 20 2021

ALCOHOLIC BEVERAGE CONTROL

FROM NORTH TO SOUTH

EXHIBIT #4



Exhibit #3
NORTH TO SOUTH
ONE WAY

FROM NORTH TO SOUTH
EXHIBIT #4



118 ROMERO STREET
ENTRANCE LOCATED
AT THE END OF ONE
WAY TRAFFIC. NO LINE
OF SIGHT COMING
UP ROMERO STREET
FROM NORTH TO SOUTH

EXHIBIT #4

MAY 20

ALCOHOLIC BE
CONTRO

e proposed approval of a
a Street, Santa Fe NM. Th
bit #1, and their on-line ac
ot 632 Agua Fria as shown
included as exhibit #2.

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"One Way", North to Sout
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Norman Piasecki
124 Romero Street
Apt 2
Santa Fe, NM 87501

RECEIVED
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 Aqua 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

Attachments 1,2,3,4,5 enclosed

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MAY 20
ALCOHOLIC BEVERAGE
CONTROL

5/18/21

Director, Alcohol & Gaming Division
PO Box 25101
Santa Fe NM 87504
Application # 1193964

RECEIVED
MAY 20 [illegible]
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
Ester Rolf
(a client of a neighboring business)

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 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
Ester Rolf
(a client of a neighboring business)

Ester & Jeff Rolf
1 Rey de Reyes
Santa Fe, NM 87505

RECEIVED
MAY 20 2021
ALCOHOLIC BEVERAGE CONTROL

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 • Santa Fe, New Mexico 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.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.

Griego, Desirae, RLD

From: Romero, Marlene, RLD
Sent: Thursday, May 13, 2021 7:14 PM
To: Griego, 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 SFW&S to be located at 632 Agua Fria.pdf

From: Linda Moore <ljmoore1@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

RECEIVED
MAY 13 2021
ALCOHOLIC BEVERAGE CONTROL

[illegible]
LICENSING DEPARTMENT

PUBLIC COMMENT

We welcome public comments, either [illegible] or [illegible] liquor [illegible] 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 [illegible] liquor license, please document that below.

Establishment/Applicant Name: Susan's Fine Wine and Spirits

Proposed Location: 632 Agua Fria Street

In the City of: Santa Fe, NM

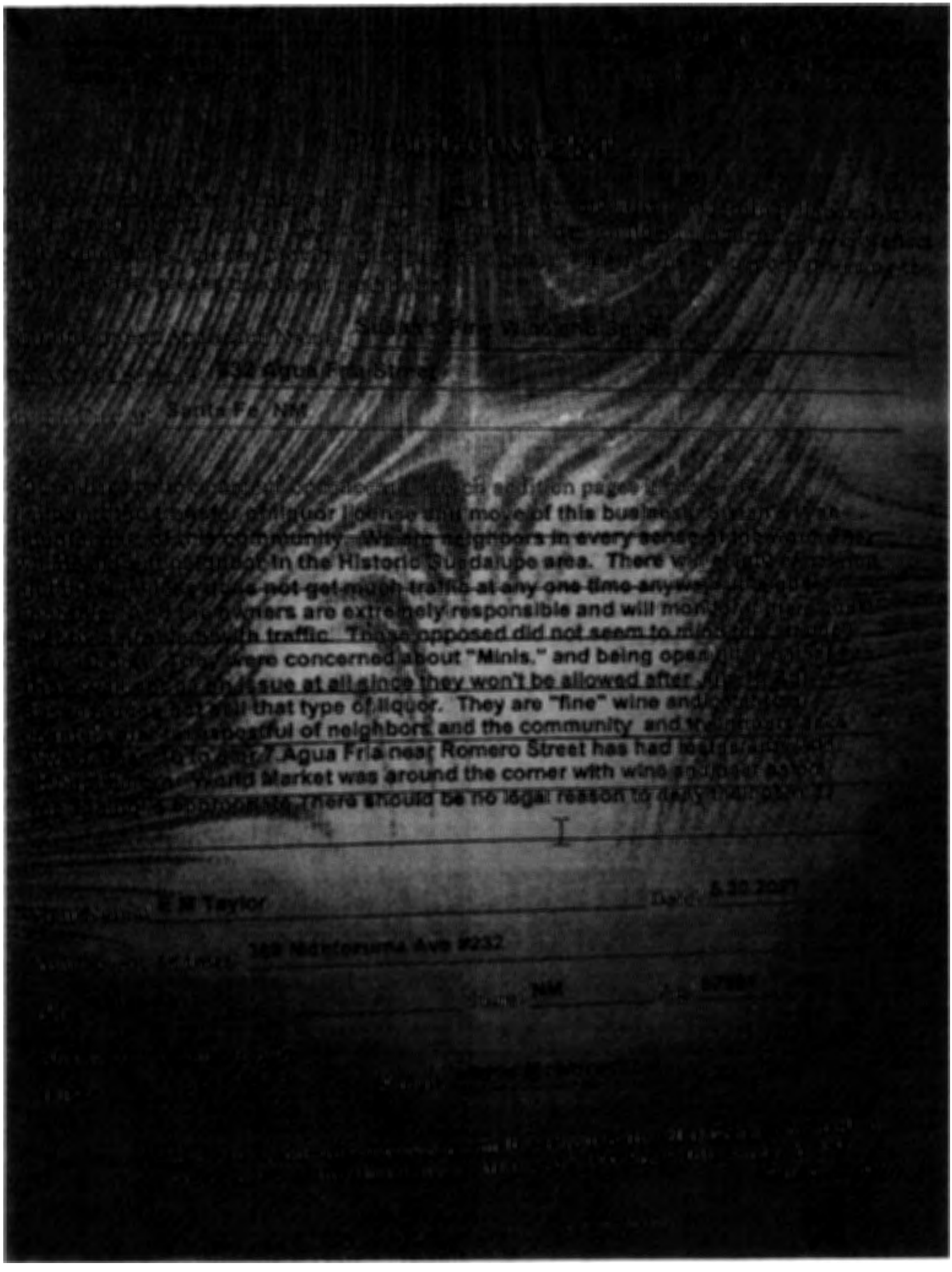
Summarize your comment or concerns, attach addition pages if necessary.

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 quite [illegible]. And the owners are extremely responsible and will monitor if there could [illegible] 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. This zoning is appropriate.There should be no legal reason to deny their permit.

[illegible] E M Taylor Date: 5.28.2021

[illegible] 868 Montezuma Ave #232

[illegible] Santa Fe NM [illegible]



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 distributer 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 Sunsan'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 crate 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 dones so in a res\ple 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 <lindatetraultfw@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 0f 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 brouse 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

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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 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 purvey 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

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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 ☐	Tk 2 ☐	Petition Included ☐	Application Complete ☐
Project #				
Date Surveyed:	Eligbility:			

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)	NAME (Printed)	ADDRESS	PHONE & EMAIL	DATE
1)		Jane Hirschman	~~818 W. Manhattan~~ #B 87501	505-490-9913	7-5
2)		Robert McDonald	813 W Manhattan Ave	mcdonald437@yahoo	-5
3)		Margaret Armstrong	813A W. Manhattan	982-1595	
4)		Loretta Romero	762 W. Manhattan	920-6767	7/5/20
5)		Gilbert Romero	762 1/2 W. Manhattan	310-3853	7/5/20
6)		Lourdes Romero	762 1/2 W. Manhattan	670-5843	7/5/20
7)		GEORGE ANZ	747 W. MANHATTAN	915 490 4454	7/5/20
8)		Jacob Stock	721 W. Manhattan #B	541-729-8796	/20
9)		NATALIE BRACKEN	721 W MANHATTAN #C	423.240.1367	7/6/20
10)		Sylvia Parker	822 W Manhattan	512-507-9508	7/6/20
11)		CHERYLE FINLAYSON	820 W. MANHATTAN AV	5054120749	7520
12)		Sri Khalsa	711 W. Manhattan #C	dancersri@yahoo.com	7/5/20
13)		GIOVANNA CARDINALLI	628A MANHATTAN	505-490-2795	7/12/20
14)		ANNAMARIA CARDINALLI	628B W. MANHATTAN AVE	505-983-6237	7/12/20
15)		Joseph Archondo	848 W Manhattan Ave	505-699-9070	7/14/20
16)					

Petition Signatures collected by: Noura Benelatija Date: July 1 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)	NAME (Printed)	ADDRESS	PHONE & EMAIL	DATE
1) [signature]	RITA LYONS	759 W. MANHATTAN AVE (#1)	505 412-9910	7/1/20
2) [signature]	LISA BERTELLI	810½ W. Manhattan	660-1421	7/1
3) [signature]	Eliza Woodbury	725 W. Manhattan #B	505 440-3471	7/9
4) [signature]	MARY BUCK	811½ W Manhattan	505-699-2093	7/9
5) [signature]	DONNA GOMIEN	759 W. MANHATTAN AVE #3	505 820 0064	7/12
6) [signature]	Caroline Kirkpatrick	755 W. Manhattan Ave.	423-304-2424	7/12
7) [signature]	B. KING	755A W. MAN	719-344-4887	7/12
8) [signature]	BEN JOYCE	741 W. MANHATTAN	(505) 699-9035	7/13
9) [signature]	CHERYL McMURPH	761 W Manhattan	214-236-6907	7/13
10) [signature]	Jeana Enrietta	819 B W Manhattan	480-461-1300	7/14
11) [signature]	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.

NAME (Signed)	NAME (Printed)	ADDRESS	PHONE & EMAIL	DATE
Vanessa Griego	Vanessa Griego	830 W. Manhattan	vgriego1969@gmail.com 505-629-7740	7-1-20
2) [signature]	William Lockhart	770 W. Manhattan	liamlockhart@comcast.com (505) 231-3444	7.2.20
3) Morgan Pollitt	~~[illegible]~~			
4) [signature]	Mark Ettingoff	511 Alarid St, Apt B	markettingoff@gmail.com	7/2/20
5) Candace Leffler	Candace Leffler	771 W. Manhattan	candaceleffler@yahoo.com (505) 263-9109	7-2-20
6) [signature]	Nancy Ovimet	517 Juanita C	505 810 3553	7/3/20
Melissa Benedict	Melissa Benedict	819 W. Manhattan	505 231 5931	7/3/20
8) Morgan Pollitt	Morgan Pollitt	725 W Manhattan Ave, Apt A	512 576 3865	7/3/20
[signature]	Noure Benelatiya	829 W Manhattan Ave	505 670-3756	7/3/20
10) [signature]	Susan Nickelson	811 A W Manhattan Ave	540 845 9760	7/4 20
11) [signature]	STEVE HATHAWAY	736 B. W. MANHATTAN AVE	989-3400	7/7 20
12) [signature]	Patrick Grace	736 W Manhattan	982-0126	7/7
13) [signature]	Kenneth Schole	745 W. Manhattan	470-7331	7/7
14) [signature]	BRIAN BOYLE	711 W. MANHATTAN #2	468-8531	7/7
15) [signature]	CALVIN AGUILAR	715 1/4 W. MANHATTAN	CALVINAGUILAR@GMAIL 930-0848	7/7
16) [signature]	GAIL GOLDBERG	811-D W. Man	bbgail113@gmail	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 (Signed)	NAME (Printed)	ADDRESS	PHONE & EMAIL	DATE
1)	CAROLYN KASTNER	517 A JUANITA SANTA FE	415-517-1792	7/14/20
2)	Olivia Bonfiglio	133 Romero Street	505 983 3709	7/14/20
3)	Pam Jones	841 W. Manhattan	505-983-8735	7/14/20
4)	GENE THOMPSON	809 ART A W MANHATTEN	505 469-8193	7/19/20
5)	GREG SKOL	736-A W. MANHATTAN	505 690-3285	7/19/20
6)	Dina Glaridon	726 W Manhattan	708-275-2249	7/19/20
7)	GRETCHEN BROCK	808 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 (Signed)	NAME (Printed)	ADDRESS	PHONE & EMAIL	DATE
1)	Lucy Viele	550 Juanita St	216-8808 dragonflylucy@gmail	7/1/2020
2)	Betty Gould	528 Juanita St.	310 351 9186 505-953-8161	7/1/2020
3)	Penny Holcomb	539 Juanita St.	503-957-1922 pennytroolin@gmail.com	7-1-2020
4)	Vanessa Griego	830 W. Manhattan Ave	505-629-7740 vgriego1969@gmail.com	7.1.20
5)	John McAndrew	516 Juanita St #1	505-577-3917 JohnJMcAndrew@mac.com	7.1.20
6)	Louis Alaed	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)	Tom Gross	543 Juanita C	505 231 4288	7/7/20
10)	CAROLYN KASTNER	517A 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.

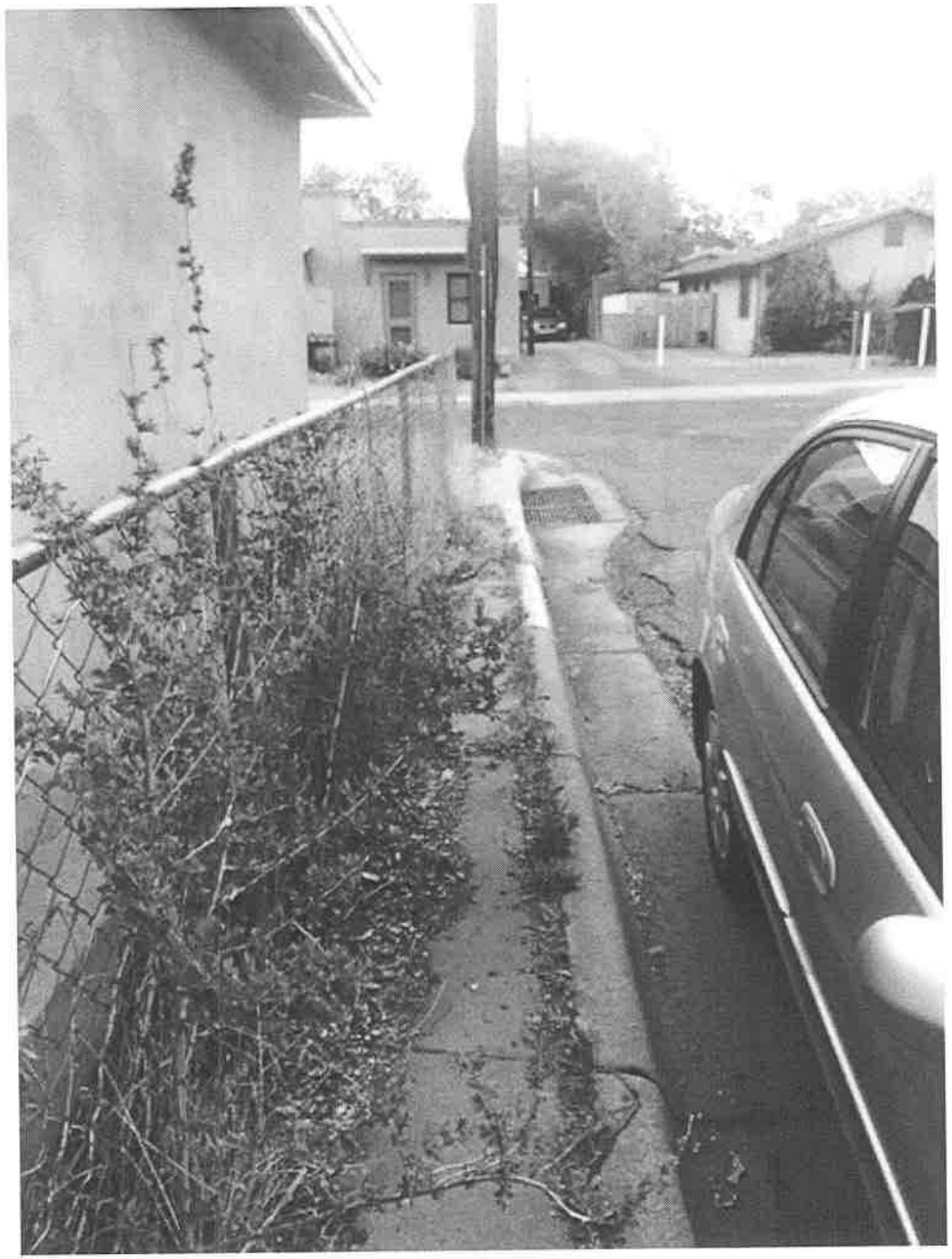
Allowing access to 632 Agua Fria St. via the above-mentioned streets will add greatly to existing neighborhood traffic and create and further exacerbate potentially irreversible dangers to both motor vehicles and pedestrians (see attached photos) for the following reasons:

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.

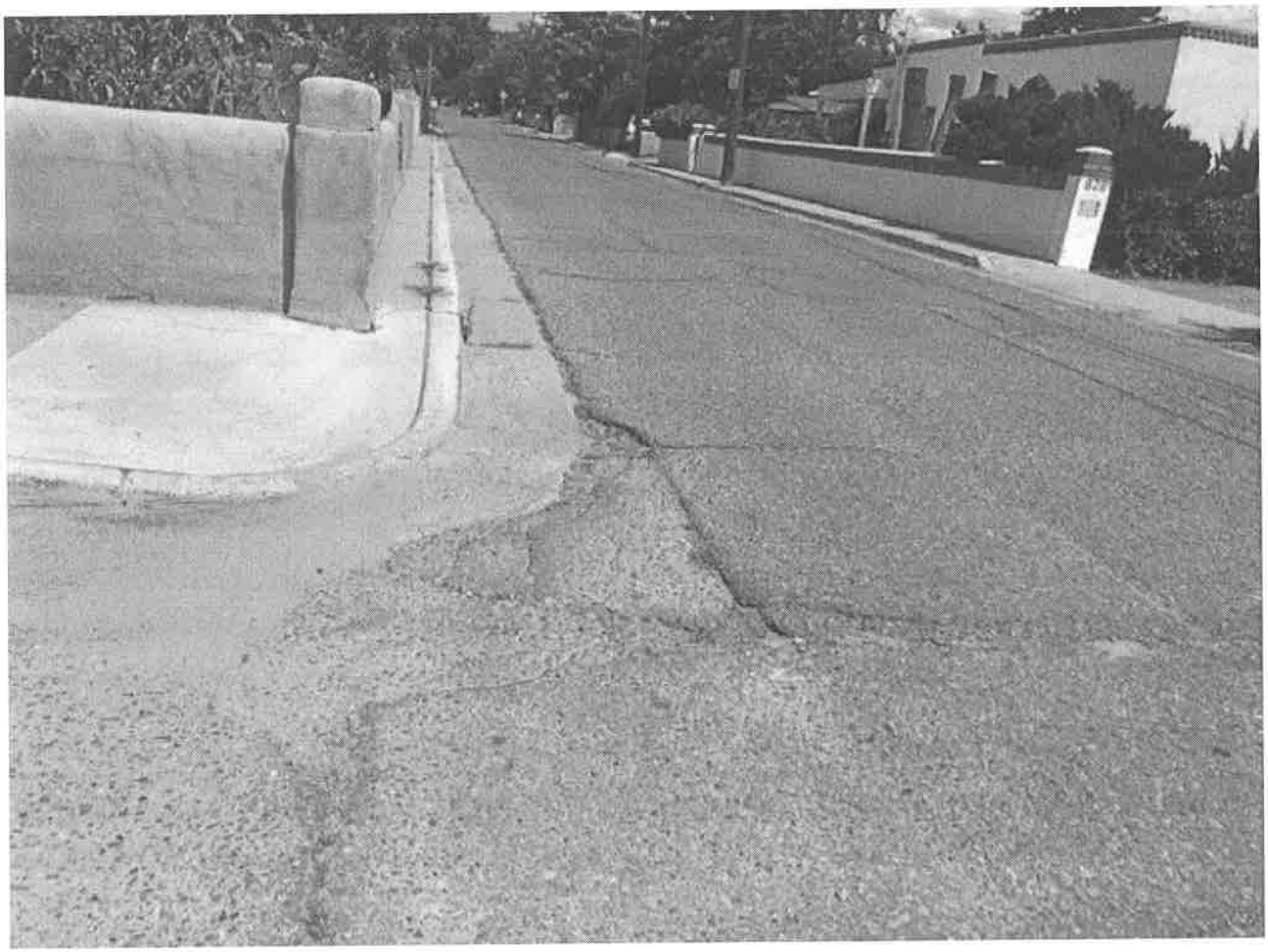
The 1st photo is taken on Alarid St. at the intersection of Manhattan and Alarid St, showing legal parking on both sides of Alarid and no usable sidewalks on either side of Alarid at that corner. The missing sidewalk is not too clearly shown next to the white car on the left side in the photo because 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.

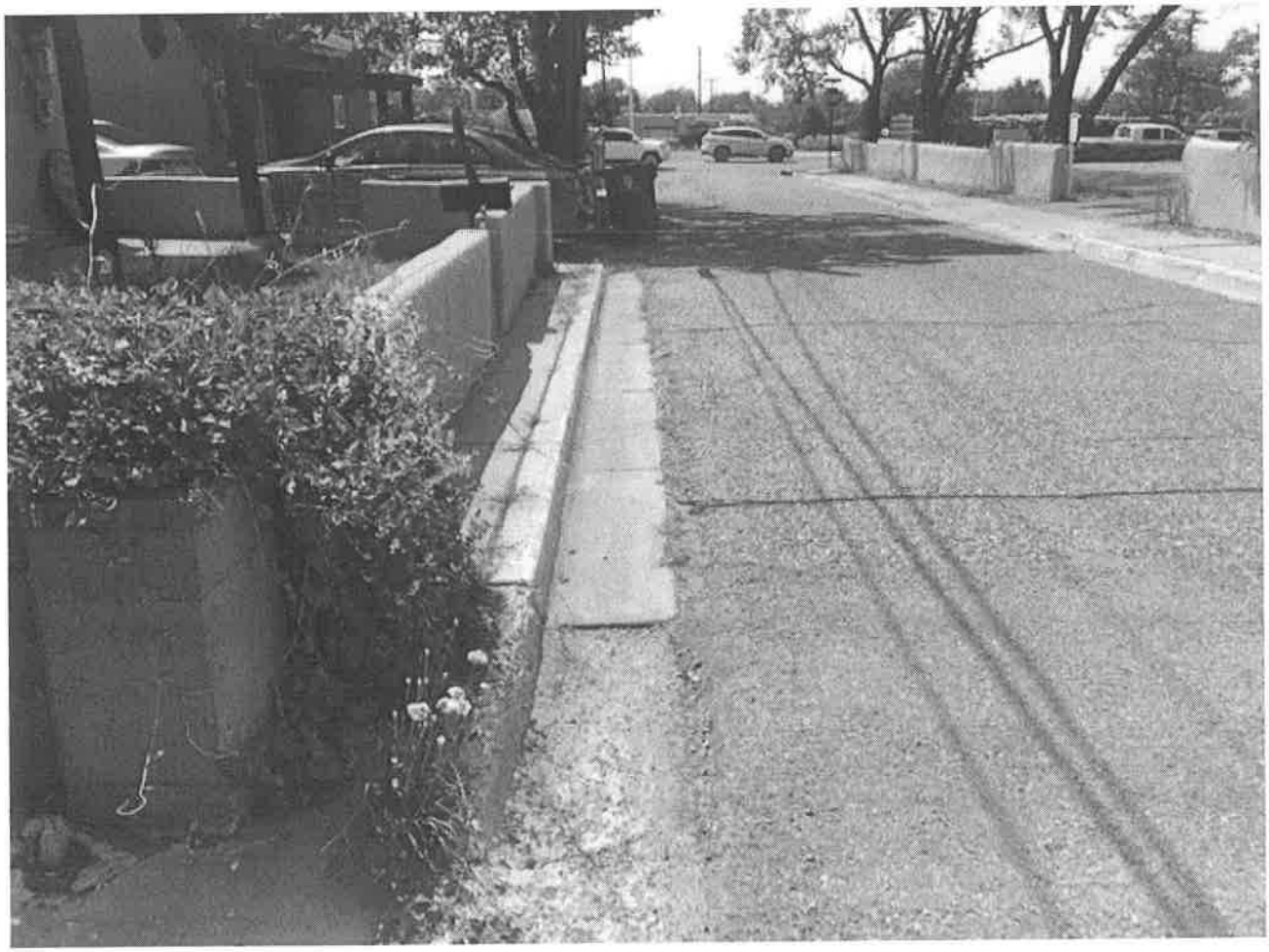
The 2nd photo is taken on Manhattan St. near St. Francis Drive looking east, showing the sidewalk about 12 inches wide and the street about 20 ft wide, dangerous for both pedestrians and drivers.

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,







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 & Spirits, Inc

Proposed Location: 632 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, ownership and high concerns regarding of liquor consumptions. No NEED of Trash, Drunk people which is ALREADY a problem on Romero street and agua fria with the proximity of the Railyard. Thank you.

Your Name: Alan 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: 5059203581 E-mail: acessieux@hotmail.com

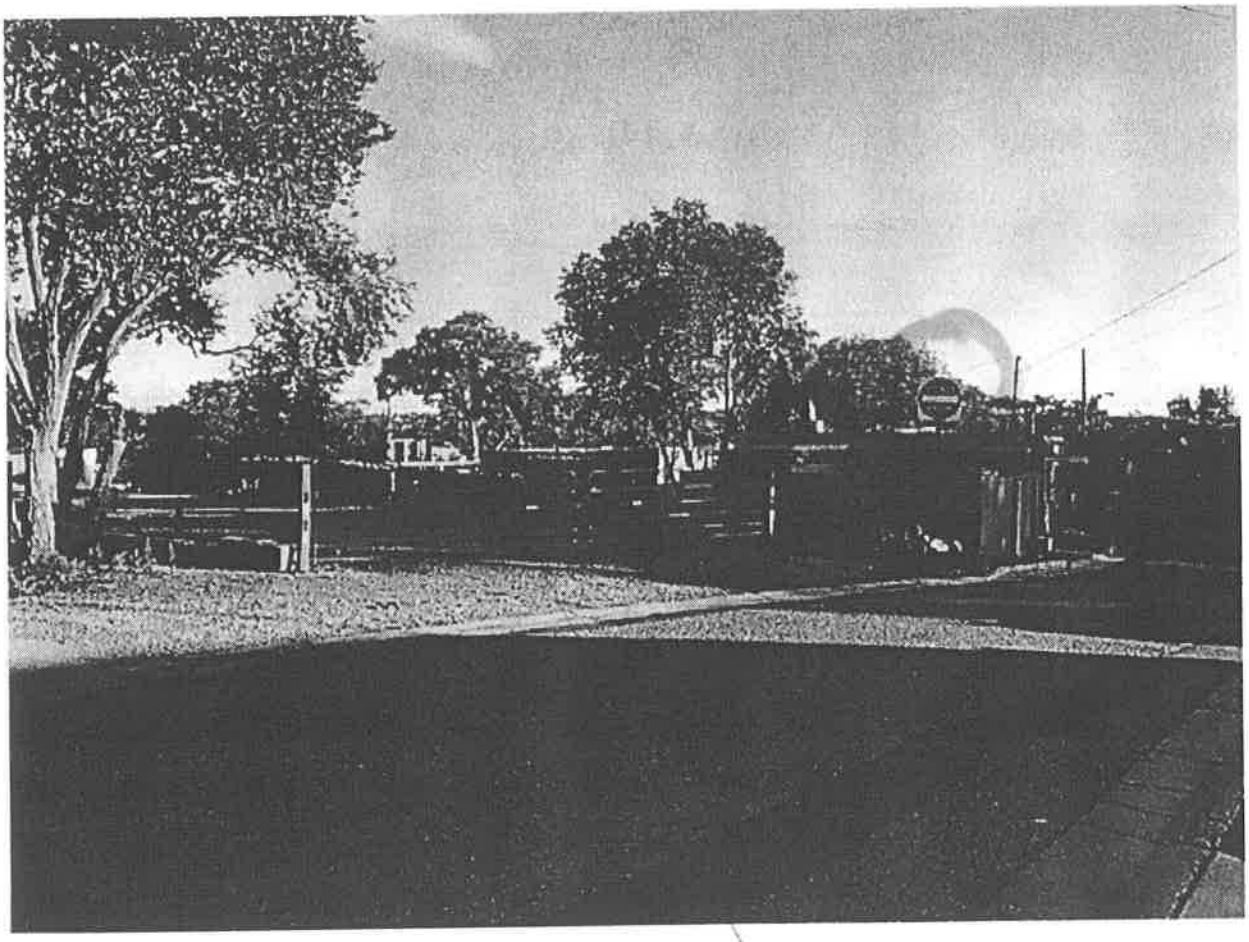
You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101.

Revised 2/8/2021

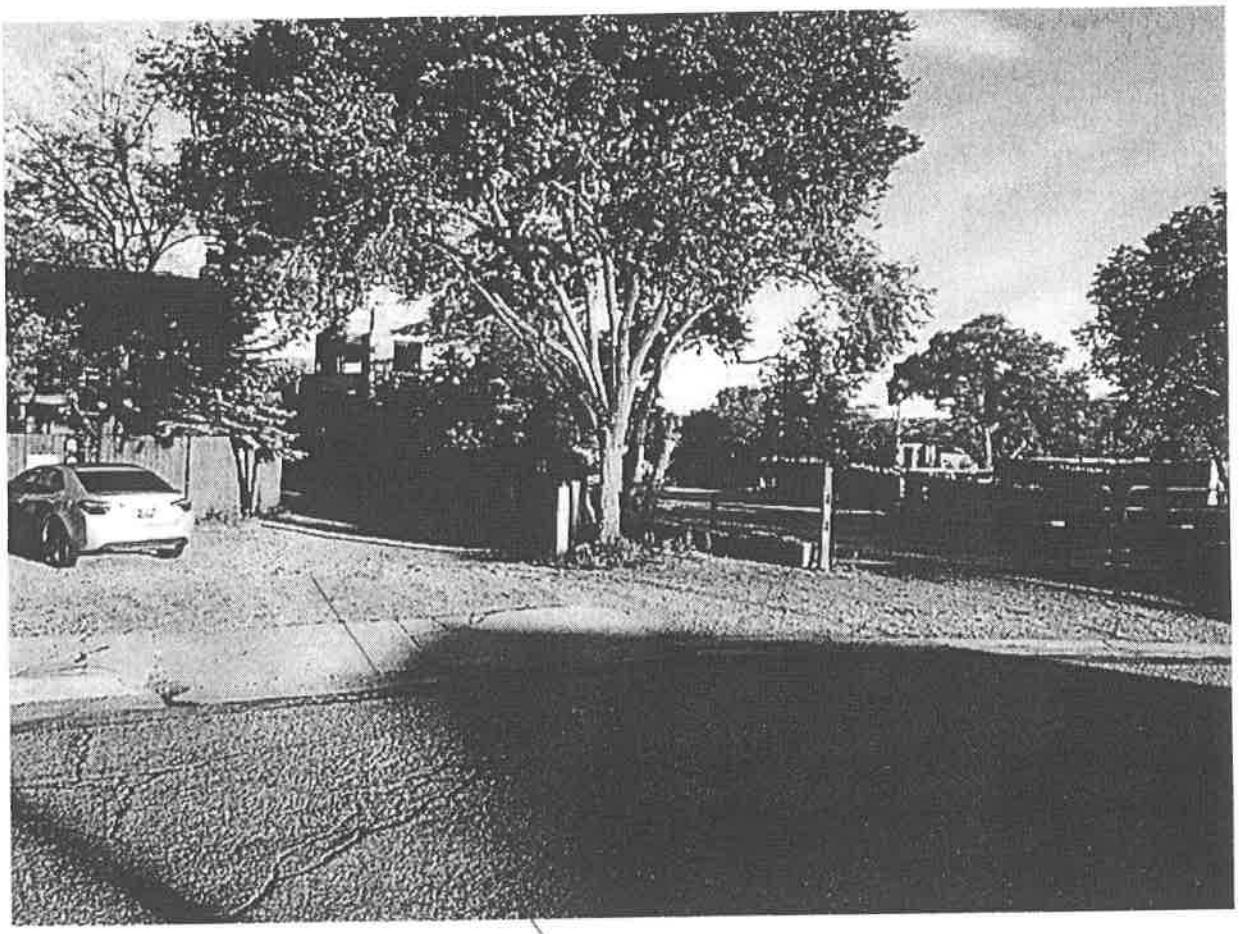
State Hearing Officer: Desirae.griego@state.nm.us

Alban Cessieux

From: Alban cessieux <albancessieux@gmail.com>
Sent: Friday, August 13, 2021 9:34 AM
To: Alban Cessieux
Subject: Photo

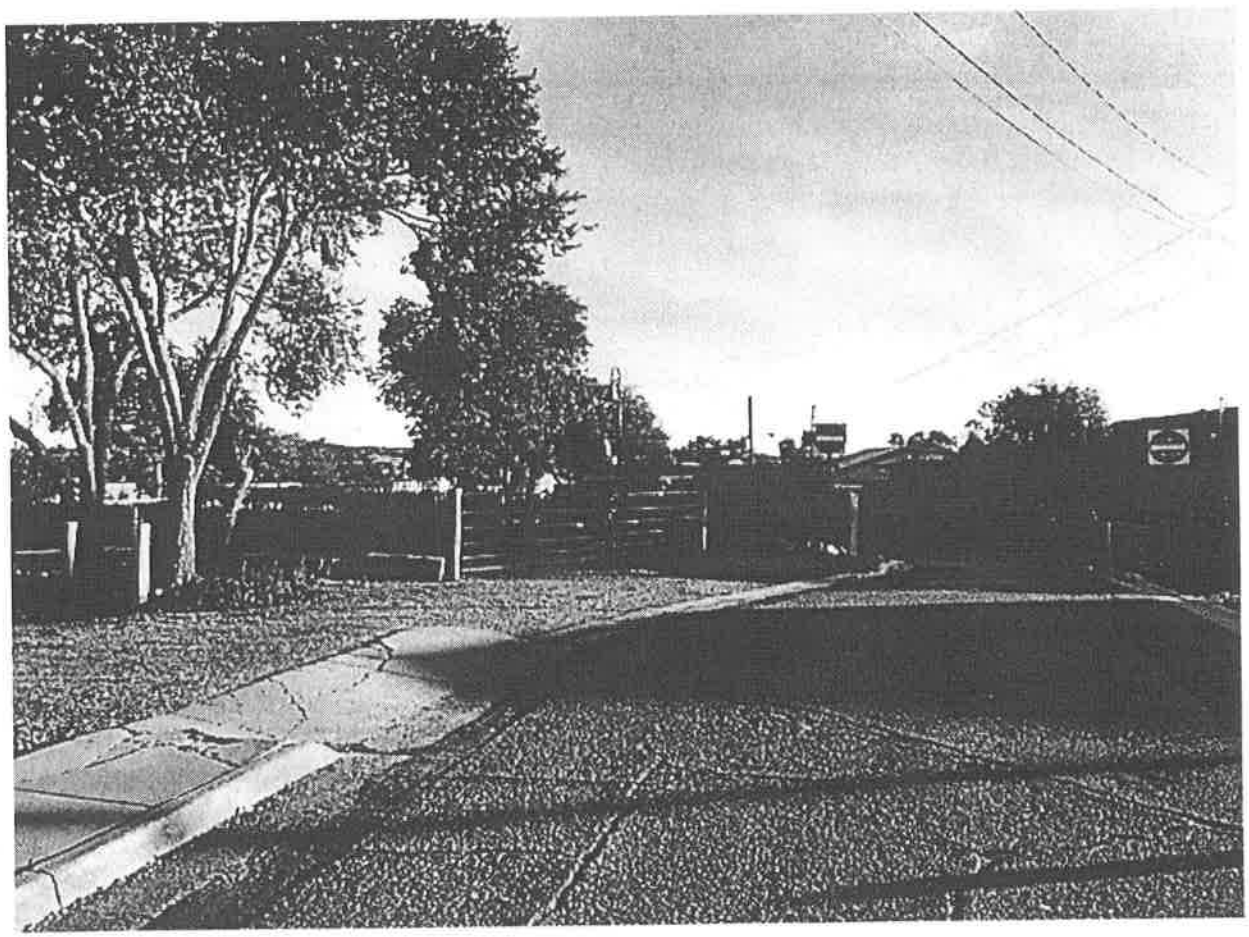


This cannot be an entrance to a liquor store in such a narrow street



Sent from my iPhone

I live here
I can not have more
trash or drunk people
sitting or parking in my lot.
Romero 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 Aqua 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.

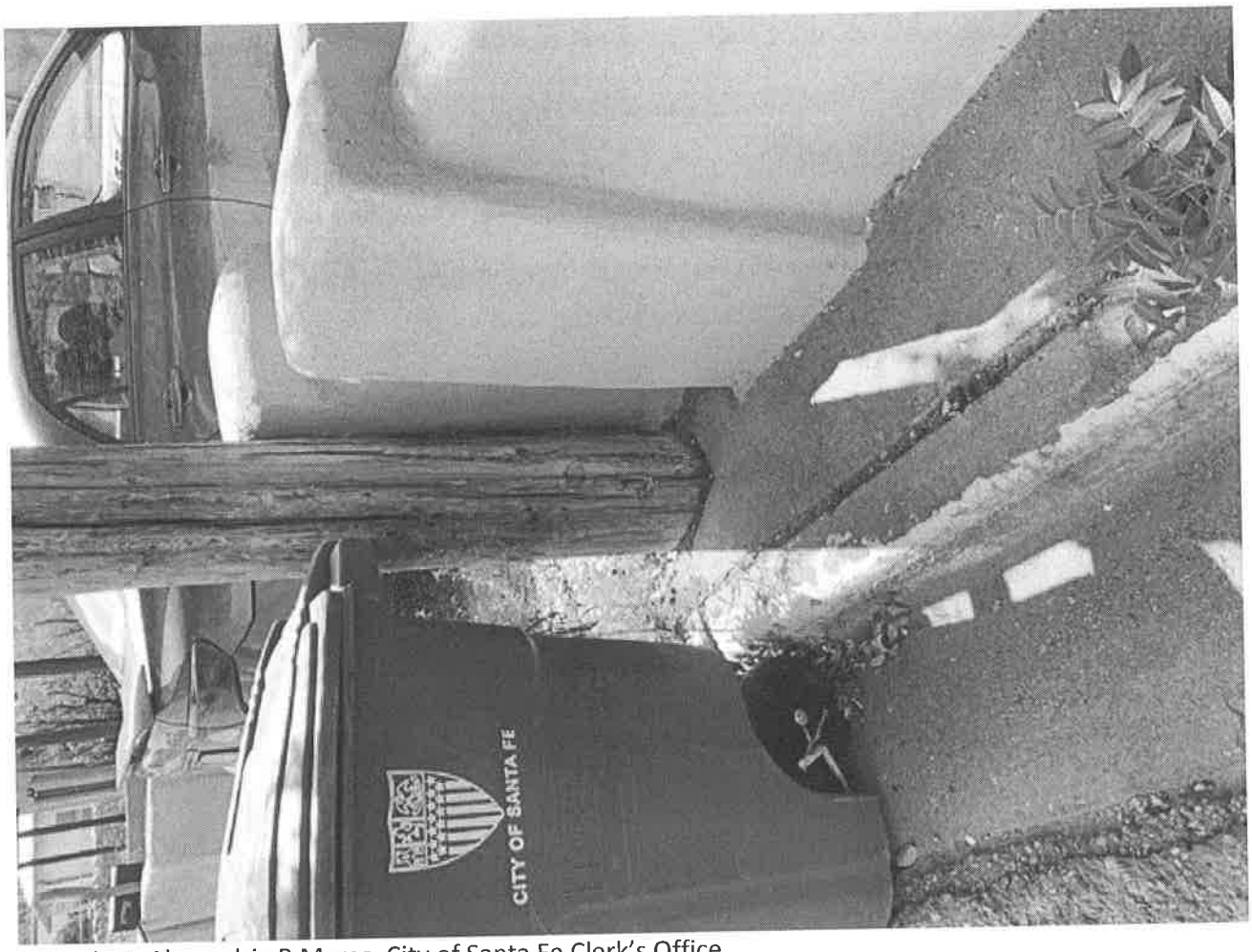
Respectfully submitted by Vonnell Bettencourt and Mary Layne
Residents of 132 Romero Street

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.

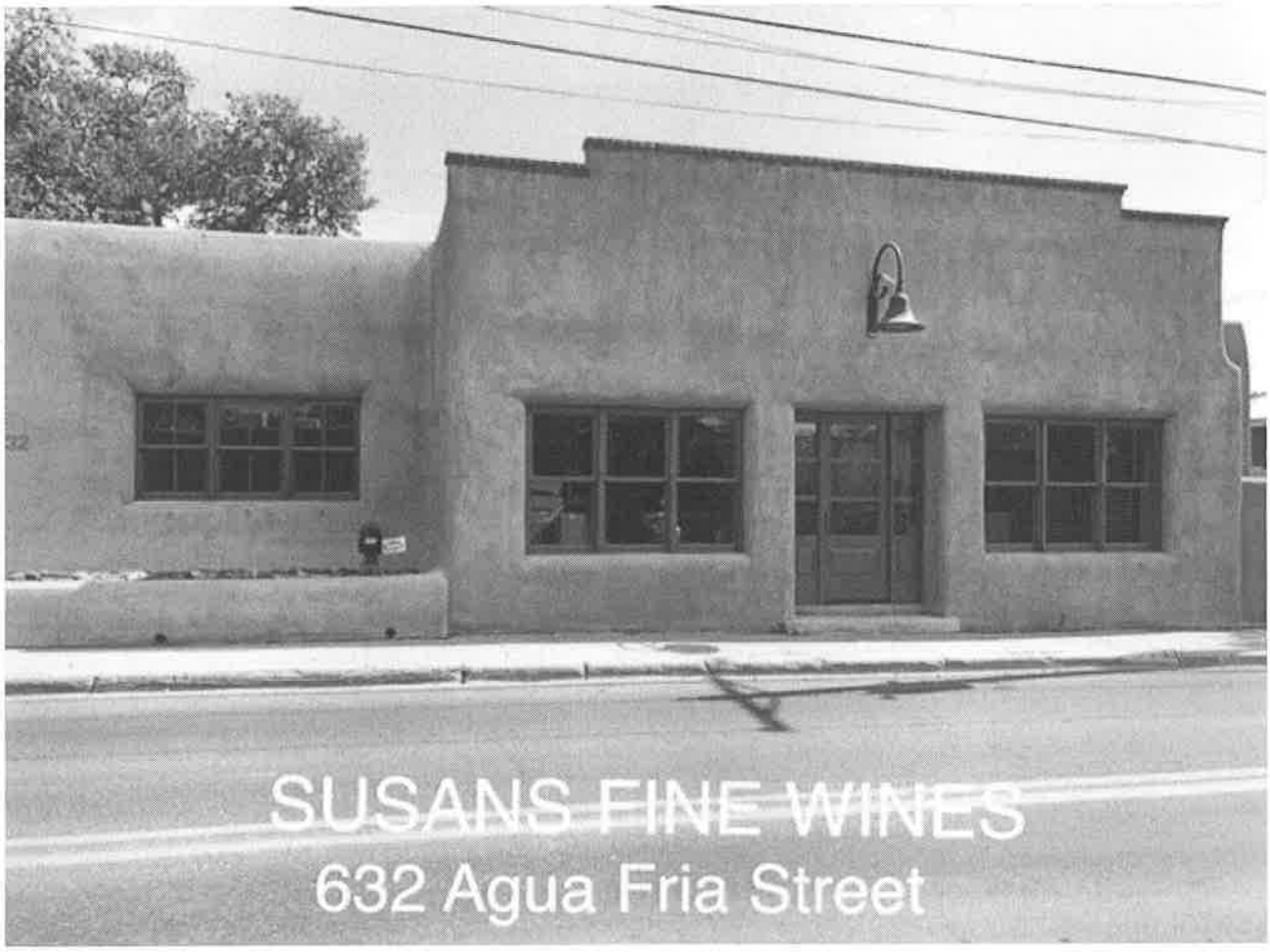
Alex, here are the first three photo exhibits.

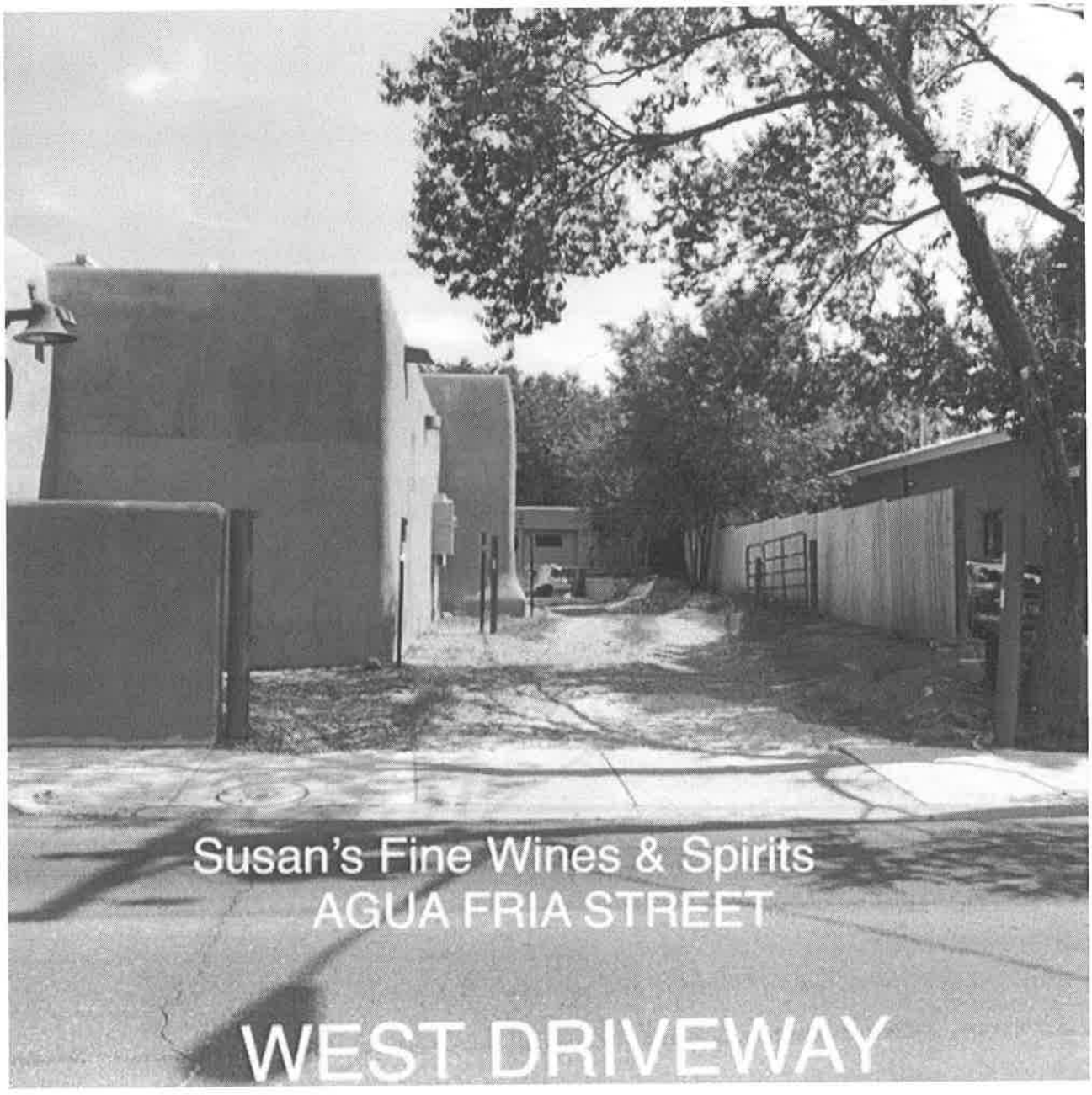
Jerry Richardson

---------- 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


632
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

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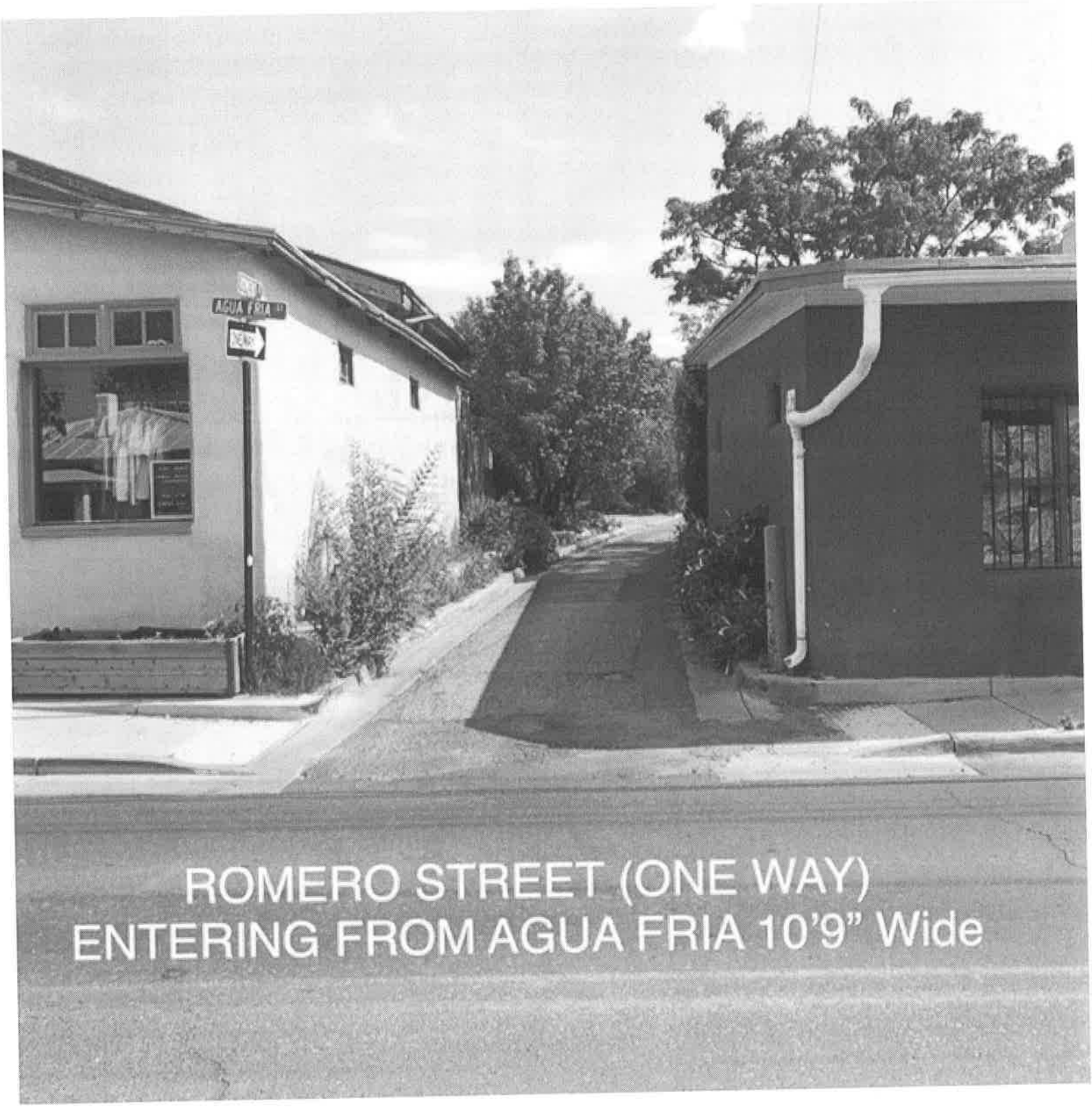
Alex, here are 5 photos of the one way portion of Romero Street.

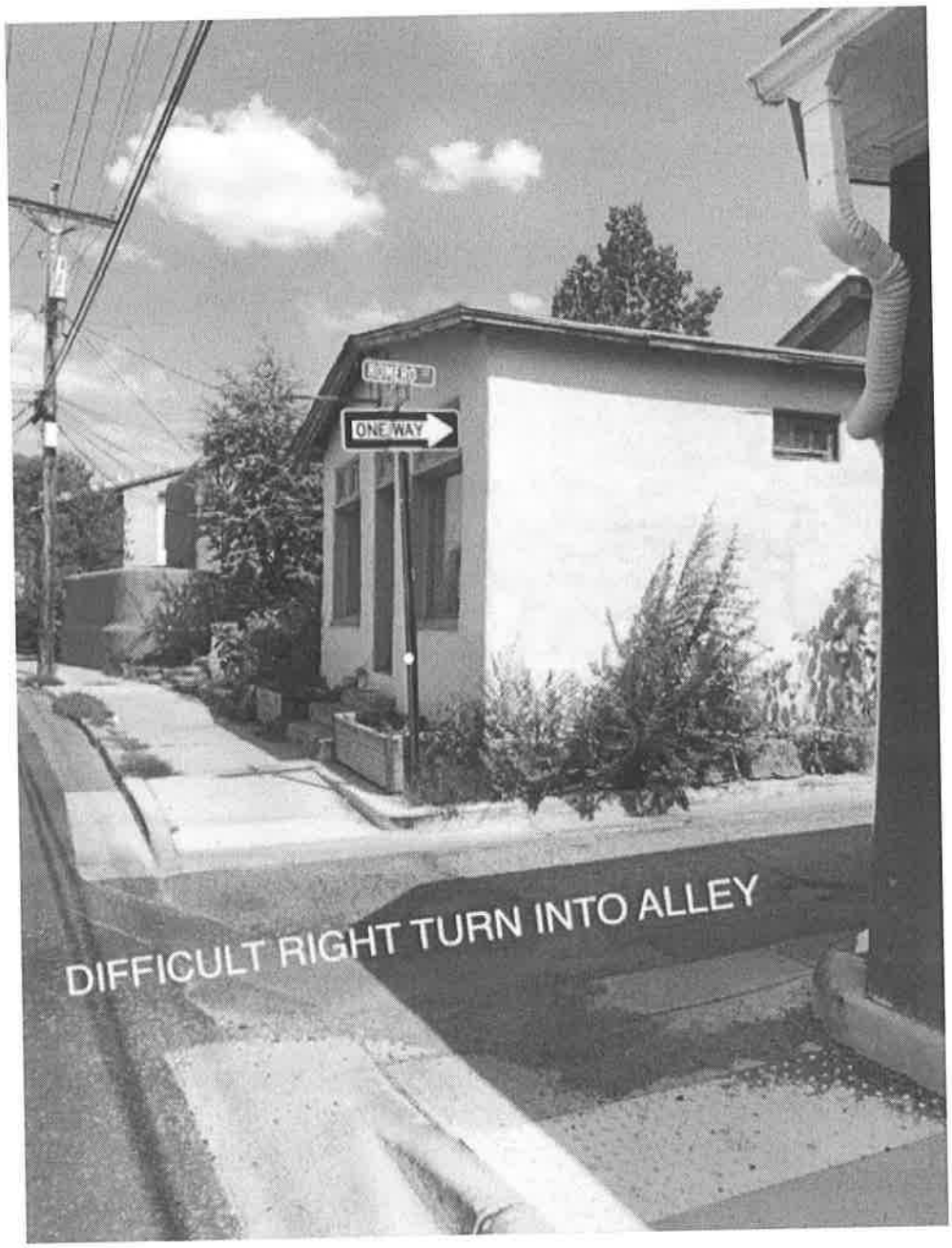
Jerry Richardson

---------- 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>

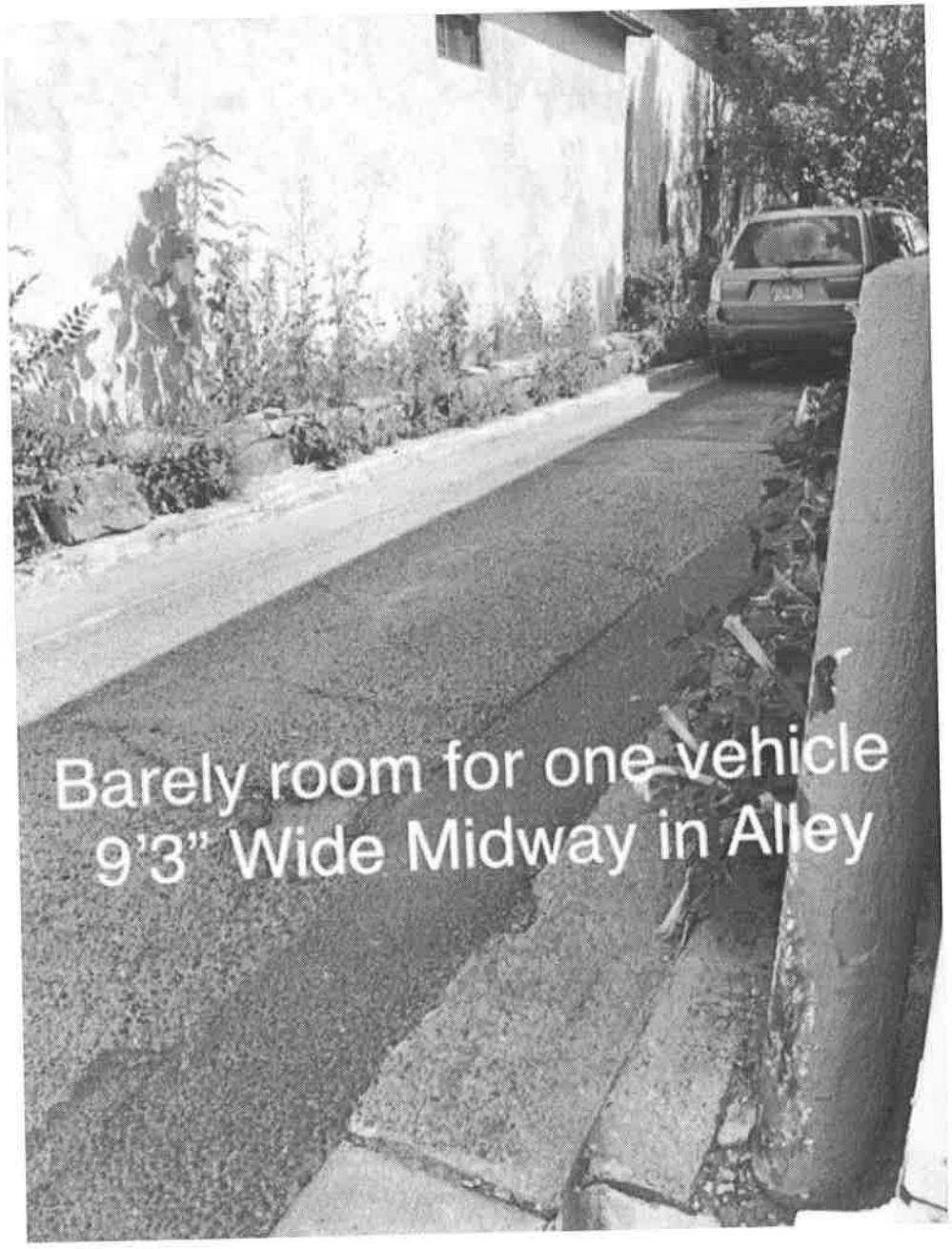
Sent from my iPhone

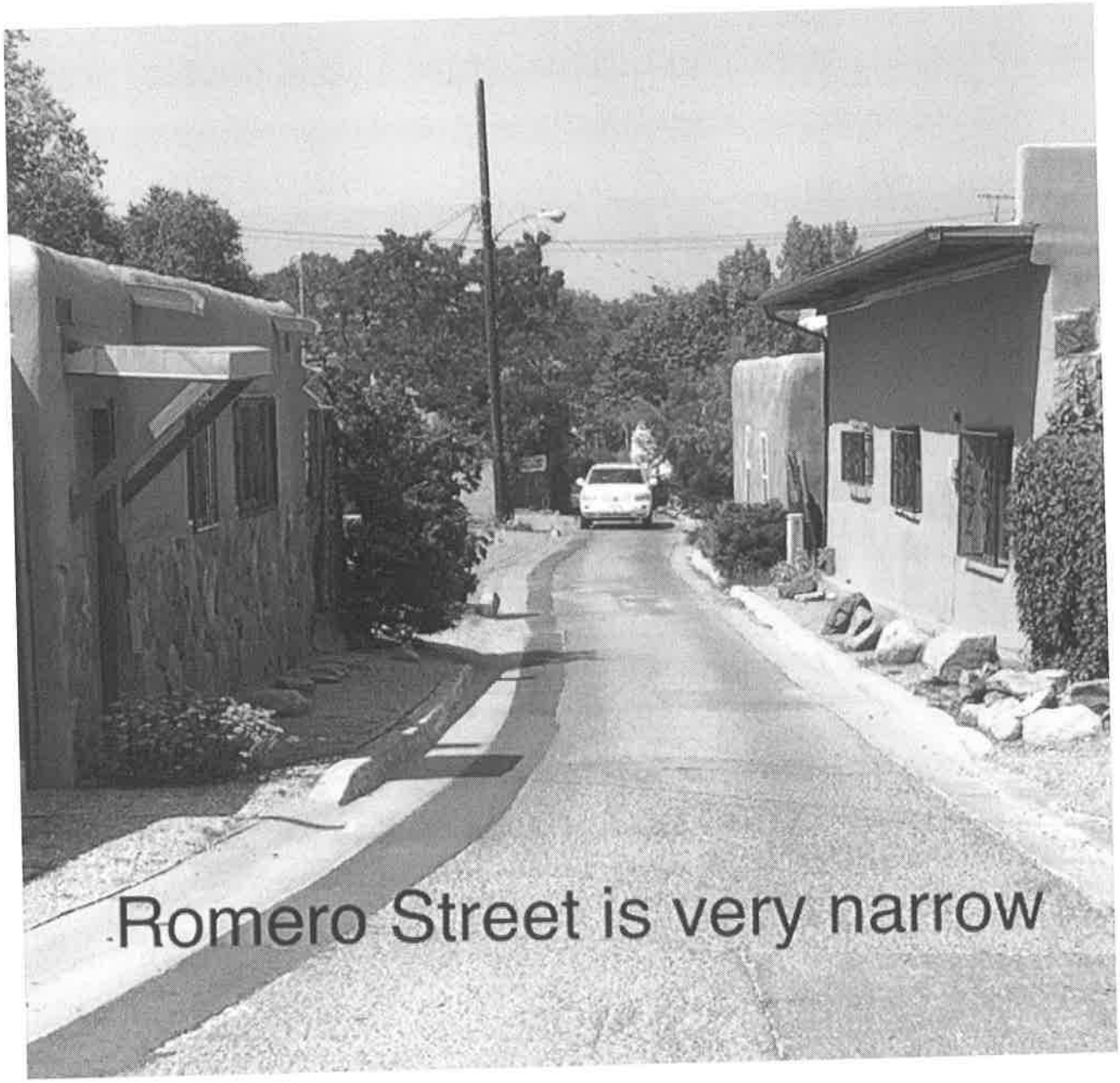


ROMERO STREET (ONE WAY)
ENTERING FROM AGUA FRIA 10'9" Wide

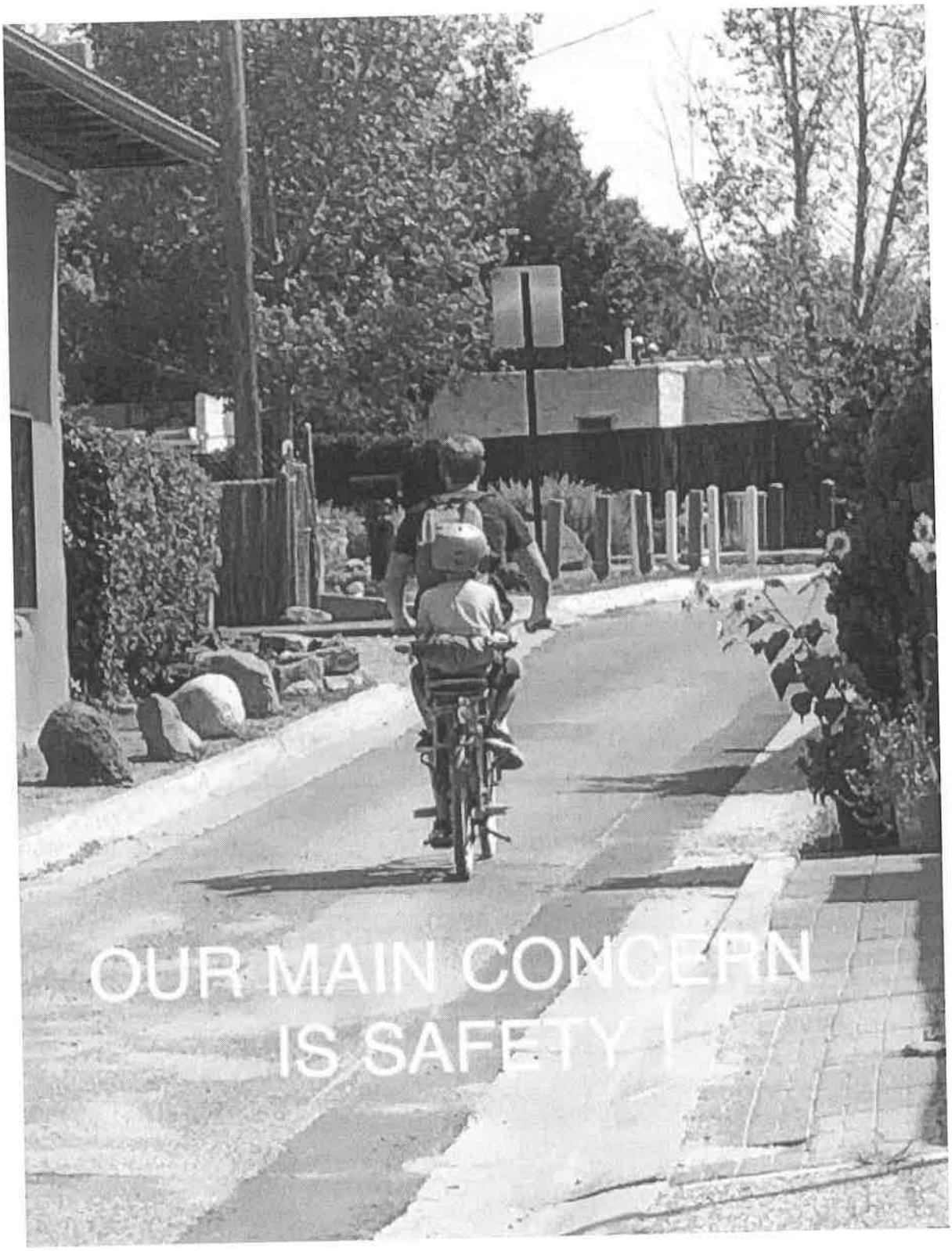

ONE WAY
DIFFICULT RIGHT TURN INTO ALLEY


NO SIDEWALKS EITHER SIDE


Barely room for one vehicle
9'3" Wide Midway in Alley



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

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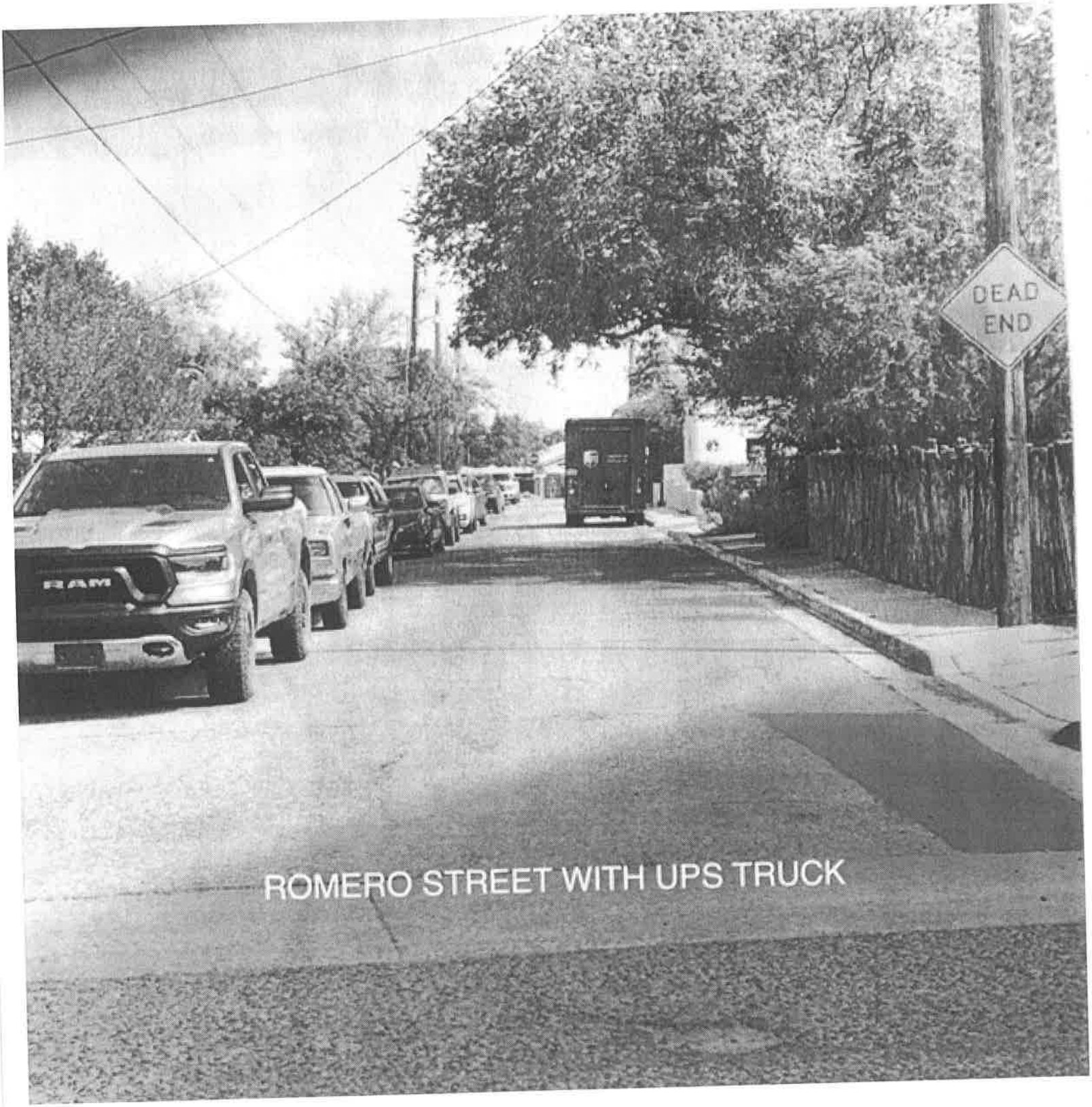
Alex, Here are 3 more photos of a different portion of Romero Street.

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>

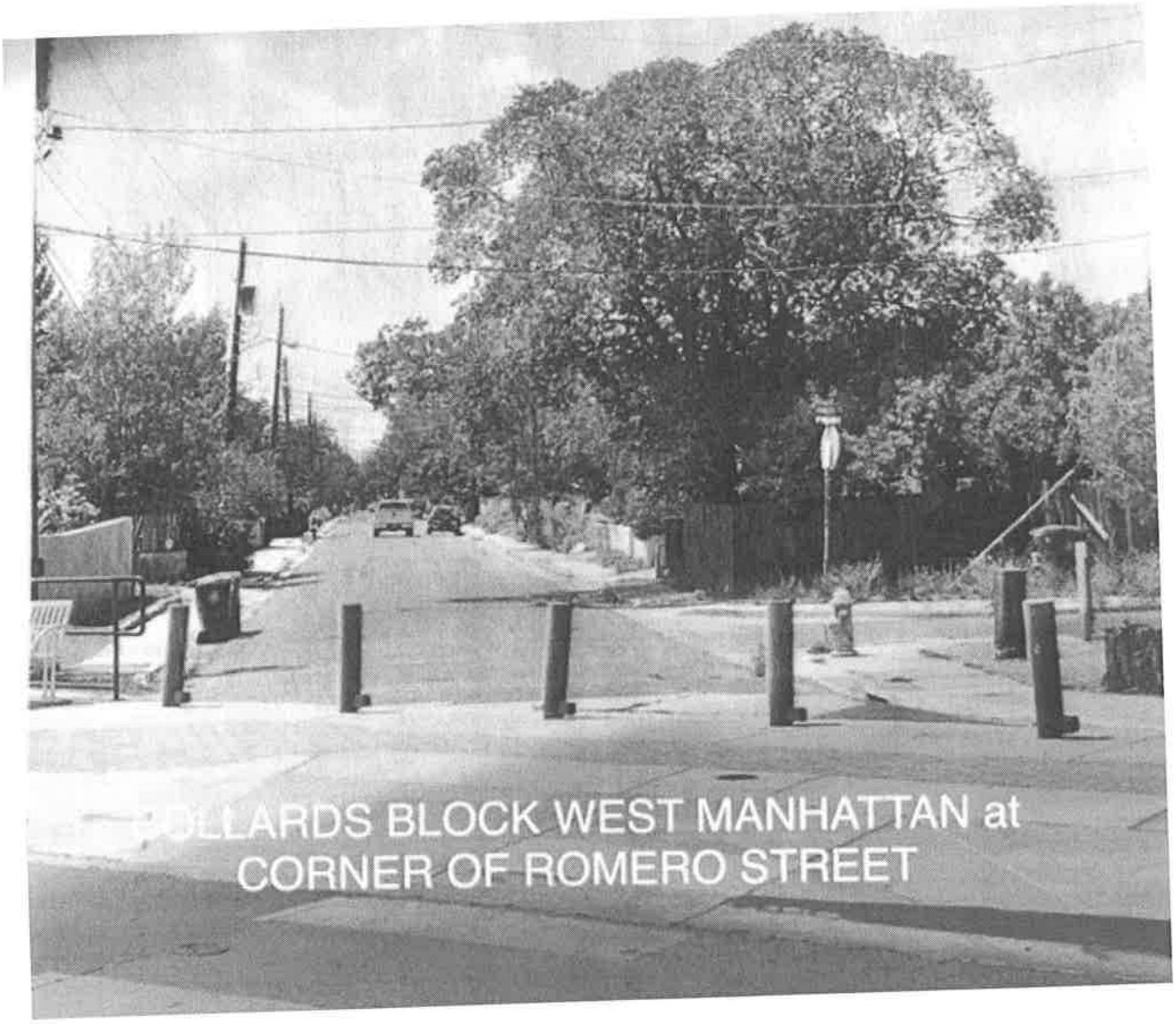
Sent from my iPhone



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

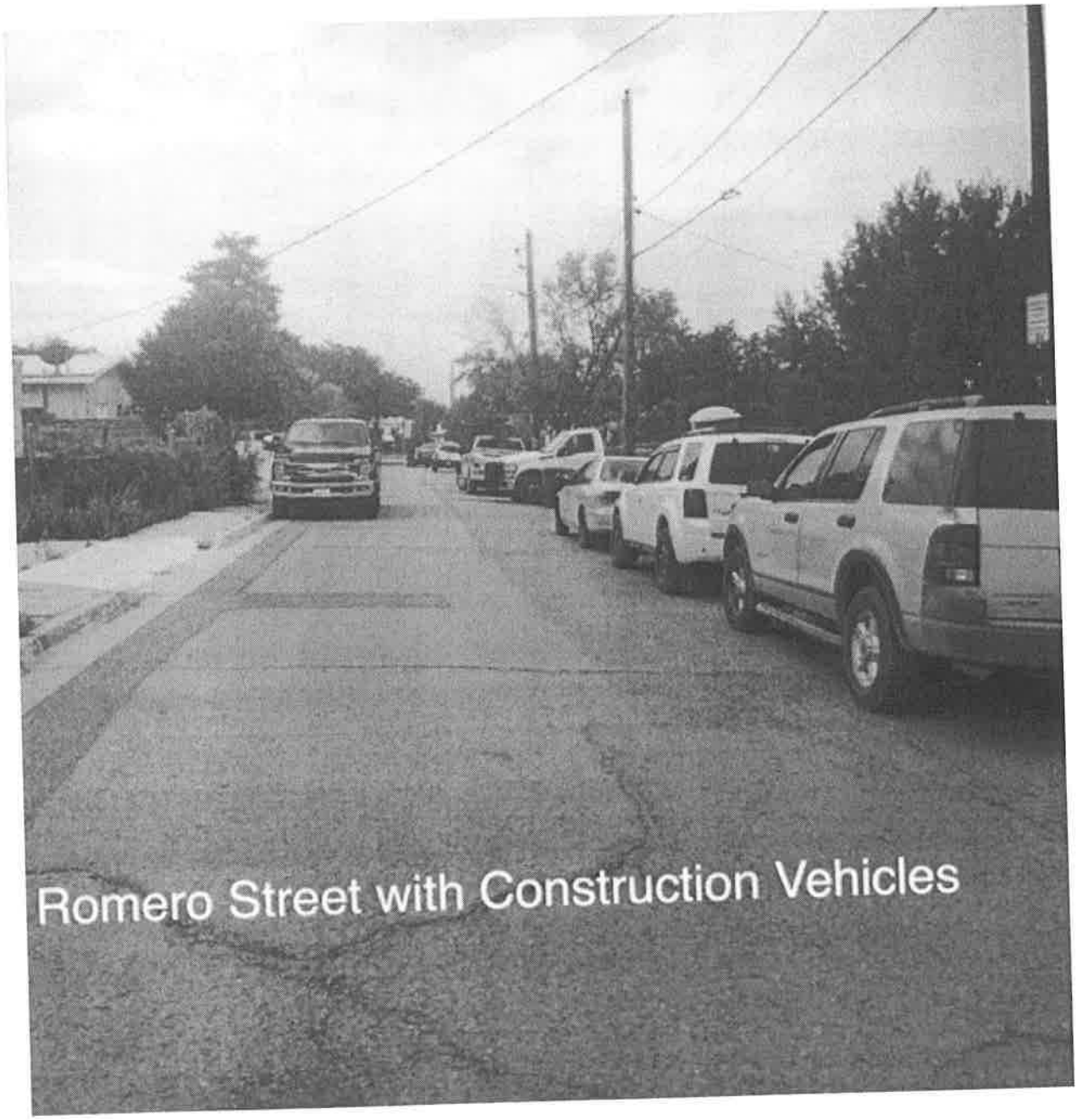
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

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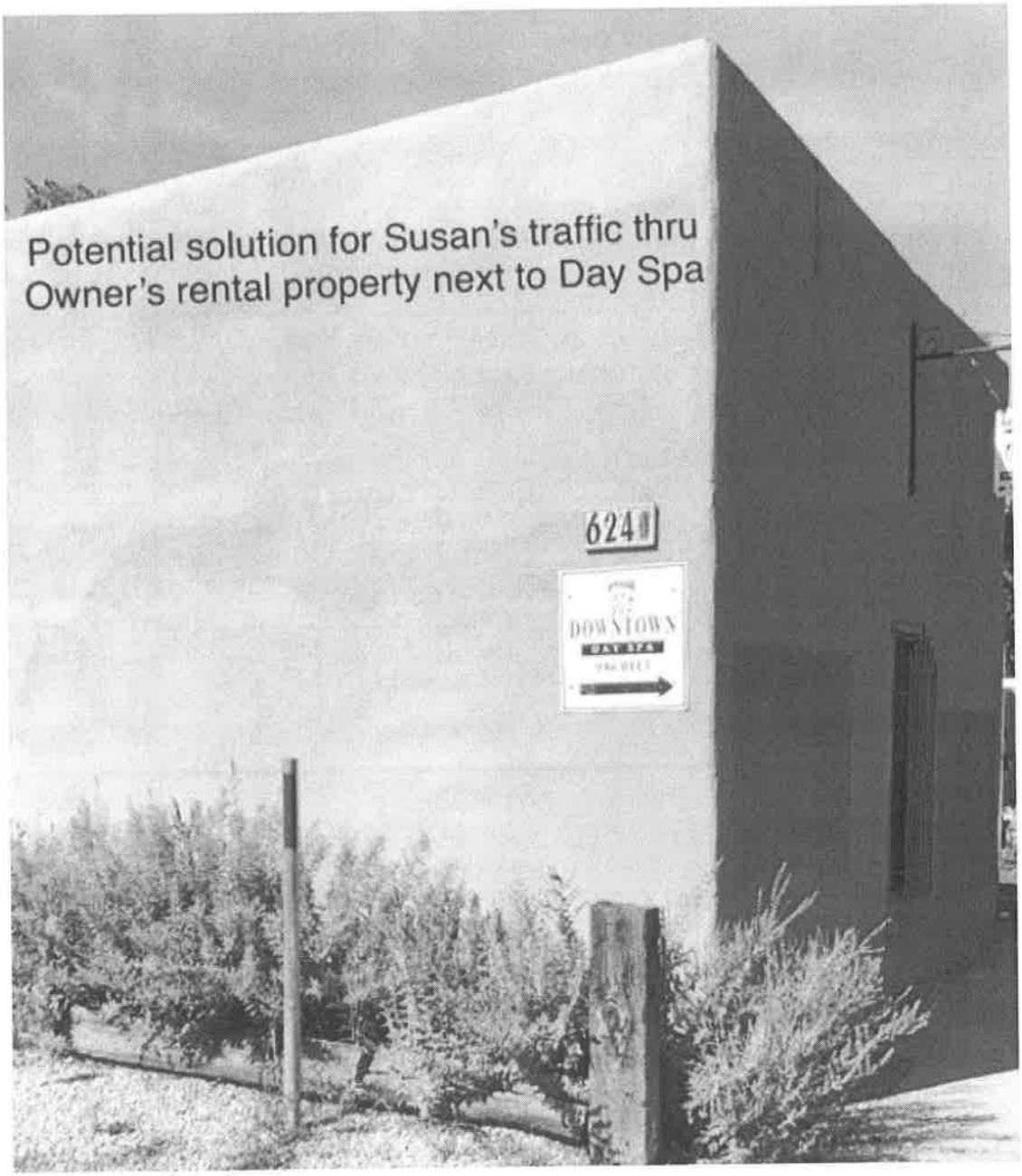
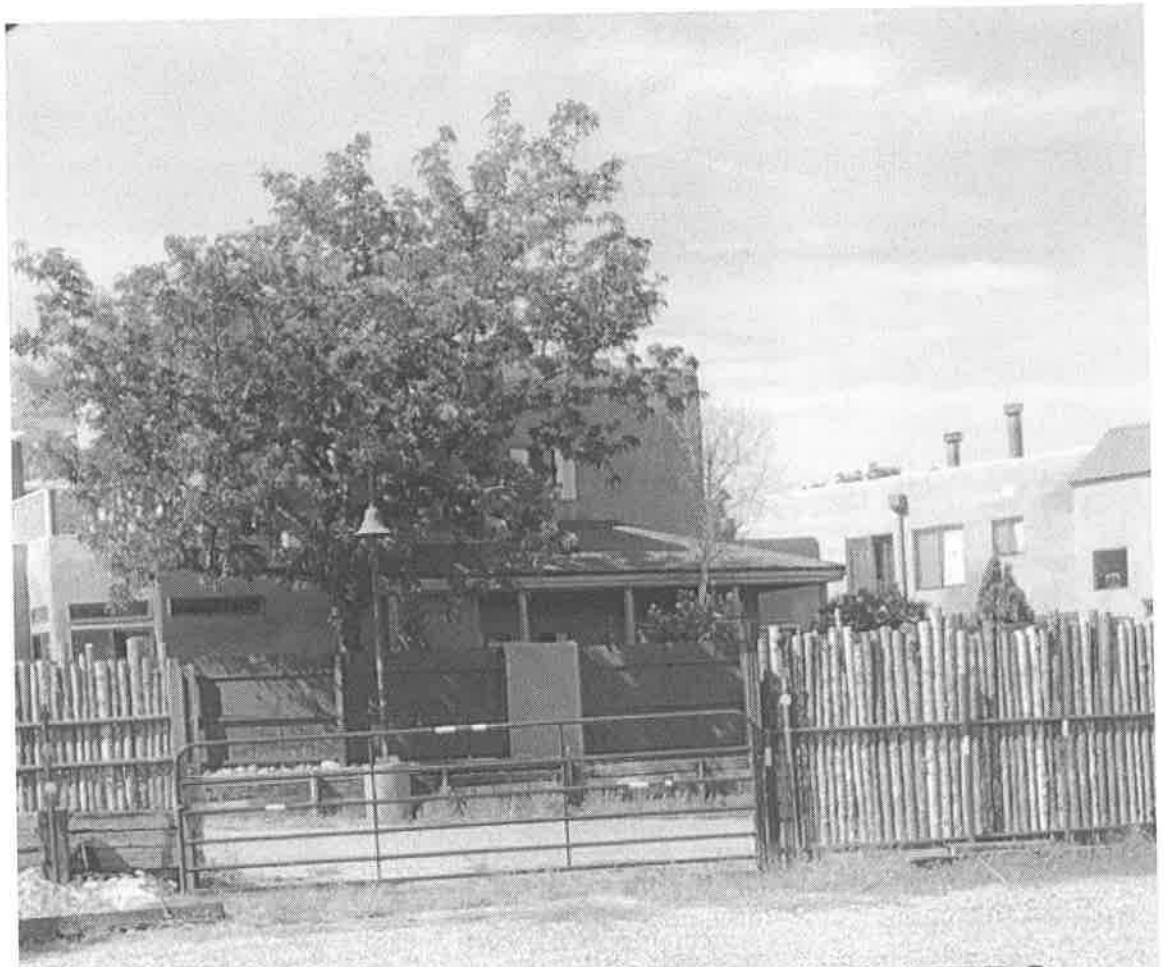
Alex, two photos showing other possible access point to parking lot for proposed new Susan's Fine Wines location.

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
624
DOWNTOWN
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

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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 options[2] 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 s 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 him. 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.



08/22/2021

_____ Date: _____

Christopher L. Graeser

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

City of Santa Fe, New Mexico
MEMO

DATE August 25, 2021

TO Governing Body

VIA Regina Wheeler
Regina Wheeler, Public Works Department Director

FROM Mark Baca, C.M., Airport Manager MB

ACTION

Ratification of the City Manager's Approval of Airport Coronavirus Response Grant Program (ACRGP) Concessions Relief Addendum Award No. 3-35-0037-056-2021 in the amount of $30,578 and approval of the BAR to budget grant funds into the Airport FY22 operating budget federal grant revenue org and object 5456050.490550. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 505-955-2901)

SUMMARY

The City has been awareded an Airport Coronavirus Response Grant Program (ACRGP) Concessions Relief Addendum, Grant No. 3-35-0037-056-2021 for the maximum obligation amount of $30,578. In order to meet FAA deadlines, there was insufficient time to bring the grant award to the Governing Body; for that reason, the City Manager signed the grant award and the division is hereby requesting ratification by the Governing Body. The end date for this grant is four (4) years from the date of acceptance and is a reimburseable grant with no matching funds required.

This grant will be used to provide relief from rent and minimum annual guarantees (MAGs) obligations to each eligible airport concession for relief provided no earlier than December 27, 2020.Concessioners (which includes all airport lessees) will be invited to apply for these relief funds. FAA will provide forms and procedures for eligibility evaluation and fund distribution. Concessioners rent and MAGs generate approximately $1,500,000 of revenue per year for the airport, but that revenue was significantly reduced in the past fiscal year due to COVID.

ACRGP Concessions Relief funds will be governed by the same regulations for "airport revenue" but may not fund any airport development program projects. This is the fourth grant offered by the Federal Government in response to the COVID-19 pandemic. The City of Santa Fe's Governing Body previously accepted Grant 51 in the amount of $1,858,505 and Grant 55 in the amount of $1,570,927. The division is processing Grant 56 in the amount of $30,578, and Grant 57 in the amount of $2,226,110 concurrently.

COMMITTEE REVIEW

Public Works and Utilities Committee: 9/7/2021
Governing Body: 9/8/2021

ATTACHMENTS

Grant Agreement
Budget Amendment Resolution (BAR)

Signature: 

Email: rawheeler@ci.santa-fe.nm.us

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177
Fort Worth, TX 76177

August 11, 2021

Ms. Jarel Lapan Hill
City Manager
200 Lincoln Ave
Santa Fe, NM 87501

SUBJECT: Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum

Dear Ms. Hill:

Please find the following electronic ACRGP Concessions Relief Addendum Offer, Addendum No. 3-35-0037-056-2021 for Santa Fe Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than August 20, 2021. in order for the addendum to be valid.

c. You may not make any modification to the text, terms or conditions of the addendum offer.

d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi eInvoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal concessions.

With each payment request you are required to upload a summary directly to Delphi. The summary should include at least the list of concessions, baseline numbers for proportional calculations, amount of rent and MAG relief, and the consultation date with any Airport Concession Disadvantaged Business Enterprise. Please refer to the ACRGP Frequently Asked Questions for further information

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report (A sample report is available here).

Until the addendum is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this addendum is open (due December 31 of each year this addendum is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Lacey D Spriggs
Lacey D Spriggs (Aug 11, 2021 13:01 CDT)

Lacey D. Spriggs
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

CONCESSIONS RELIEF ADDENDUM

Part I - Offer

Federal Award Offer Date: August 11, 2021

Airport/Planning Area: Santa Fe Municipal Airport

ACRGP Addendum Number: 3-35-0037-056-2021

Unique Entity Identifier: 069420818

TO: City of Santa Fe
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an application dated August 11, 2021 to amend Airports Coronavirus Response Grant Program (ACRGP or "the Agreement") Grant Agreement 3-35-0037-055-2021 to provide relief from rent and minimum annual guarantees (MAG) obligations to each eligible airport concession at Santa Fe Municipal Airport, in accordance with the Coronavirus Response and Relief Appropriations Act ("CRRSA Act" or "the Act"), Public Law 116-260, Division M;

WHEREAS, the FAA has agreed with the Sponsor to amend its ACRGP Grant Agreement 3-35-0037-055-2021 to further allocate $30,578 to fund Concession Relief as defined below;

WHEREAS, the Sponsor has accepted the terms of the FAA's ACRGP Concessions Relief Addendum offer;

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the ACRGP Concessions Relief Addendum Application for the Santa Fe Municipal Airport;

WHEREAS, no other terms, conditions, or assurances of the 3-35-0037-055-2021 shall be negated as a result of this ACRGP Concessions Relief Addendum;

WHEREAS, this ACRGP Concessions Relief Addendum hereby amends 3-35-0037-055-2021 for the purpose of adding $30,578 for Santa Fe Municipal Airport to use to provide relief from rent and minimum annual guarantees (MAG) obligations, as applicable, to each eligible airport concession in an

amount that reflects each eligible airport concession's proportional share of the total amount of the rent and MAGs of all eligible airport concessions at Santa Fe Municipal Airport, as further defined herein, for relief provided no earlier than December 27, 2020, until the specified Concession Relief funds have been fully expended.

NOW THEREFORE, in accordance with the applicable provisions of the Coronavirus Response and Relief Appropriations Act, Public Law 116-260, Division M, the representations contained in the ACRGP Concessions Relief Addendum Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for an ACRGP Concessions Relief Addendum, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-35-0037-055-2021 and, (b) the benefits to accrue to the United States and the public from the accomplishment of the ACRGP Concession Relief Addendum, and in compliance with the conditions and requirements as herein provided

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing ACRGP Concessions Relief as a result of and in accordance with this ACRGP Concession Relief Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

ADDENDUM TO AIRPORT CORONAVIRUS RELIEF GRANT AGREEMENT 3-35-0037-055-2021

1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $30,578 to be provided to the airport sponsor for rent relief provided to eligible airport concessions as described herein.

2a. **Period of Performance.** This ACRGP Concessions Relief Addendum is subject to the following federal award requirements:

a. This Addendum does not change the period of performance date prescribed in the ACGRP Grant Agreement 3-35-0037-055-2021.

b. This Addendum does not change the budget period prescribed in the ACGRP Grant Agreement 3-35-0037-055-2021.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Concessions Relief Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340.

3a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

4a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Concessions Relief unless this offer has been accepted by the Sponsor on or before August 20, 2021, or such subsequent date as may be prescribed in writing by the FAA.

5a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Concessions Relief Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

SUPPLEMENTAL TO ACRGP GRANT AGREEMENT 3-35-0037-055-2021

CONDITION FOR AIRPORT CONCESSIONS RELIEF -

1. **ACRGP Concessions Relief.** The Sponsor agrees that it will use the funds in this ACRGP Concessions Relief Addendum allocated specifically to cover lawful expenses to provide relief from rent and minimum annual guarantee obligations to on airport car rental, on-airport parking, and in-terminal airport concessions (collectively referred to herein as "Concessions") as defined in part 23 of title 49, Code of Federal Regulations, in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds shall be governed by the following specific conditions defined in the CRRSA Act:

    a. Relief provided to Concessions must equal the total amount of funds allocated for Concessions under this ACRGP Concessions Relief Addendum, to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures;

    b. Relief provided to Concessions from rent and minimum annual guarantee obligations to each eligible airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and minimum annual guarantees of all the eligible airport concessions at such airport;

    c. Relief provided to Concessions shall be prioritized to minority-owned businesses, to the extent permissible;

    d. Relief shall only be provided to Concessions that have certified they have not received a second draw or assistance for a covered loan under Section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs; and

    e. Each Concession provided relief with these funds shall certify to the Sponsor it will not apply for a covered loan as described above for rent or minimum annual guarantee costs.

    The Sponsor agrees that it will provide the FAA with reporting data in lieu of invoices to be reimbursed for eligible expenses as described herein and certify data submitted is true and correct. The FAA will provide reporting options for the Sponsor. The Sponsor may not use funds allocated for Concessions for other airport purposes except that the Sponsor may retain up to two percent of the amount allocated for Concession relief purposes in this ACRGP Concession Relief Addendum to administer the Concession relief program. Funds not expended under this condition are subject to recovery by FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Concessions Relief Addendum Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise an ACRGP Concessions Relief Addendum, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Concessions Relief and compliance with the conditions as provided herein. Further, this ACRGP Concessions Relief Addendum shall be attached to ACRGP 3-35-0037-055-2021. inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs
Lacey D Spriggs (Aug 11, 2021 13:01 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager, LA/NM Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Concessions Relief Addendum Application and incorporated materials referred to in the foregoing Offer under this ACRGP Concessions Relief Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer. Furthermore, the Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this August 11, 2021

City of Santa Fe

(Name of Sponsor)

Jarel LaPan Hill

Jarel LaPan Hill (Aug 11, 2021 12:25 MDT)

(Signature of Sponsor's Authorized Official)

By: Jarel LaPan Hill

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Erin McSherry , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of New Mexico. Further, I have examined the foregoing ACRGP Concessions Relief Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose a. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at August 18, 2021

By: _____

(Signature of Sponsor's Attorney)

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Airport Operating / 5456050
Org.Name/Org.#

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport	04/07/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Transportation	5456050	490550		(30,578.00)	
				0	

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

To record Airport Coronavirus Response Grant Program Concessions Addendum - Grant 56

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	30578
TOTAL:	0

Bobbi Huseman 08/24/2021
Prepared By *{print name}* Date

Mark Baca 08/24/2021
Division Director Signature *{optional}* Date

Regina Wheeler Aug 30, 2021
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins Aug 30, 2021
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Signature:

Email: rawheeler@ci.santa-fe.nm.us

Signature: Andy Hopkins

Email: ajhopkins@ci.santa-fe.nm.us

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7g

Ratification of the City Manager's Approval of Airport Coronavirus Response Grant Program (ACRGP) Concessions Relief Addendum Award No. 3-35-0037-056-2021 in the Amount of $30,578 and Approval of the BAR to Budget Grant Funds into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 09/08/21 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
MEMO

DATE: August 25, 2021

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ACTION

Ratification of the City Manager's Approval of Airport Rescue Grant Award No. 3-35-0037-057-2021 in the amount of $2,226,110 and approval of the BAR to budget grant funds into the Airport FY22 operating budget federal grant revenue org and object 5456050.490550. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 505-955-2901)

SUMMARY

The City has been awarded an Airport Rescue Grant, identified as Grant No. 3-35-0037-057-2021 for the maximum obligation amount of $2,226,110. In order to meet FAA deadlines, there was in sufficient time to bring the grant award to the Governing Body; for that reason, the City Manager signed the grant award and the division is hereby requesting ratification by the Governing Body. The end date for this grant is four (4) years from the date of acceptance and is a reimburseable grant with no matching funds required.

By accepting this grant, the City of Santa Fe will certify that the reimbursements sought is for purposes directly related to airport operations. Such purposes include the reimbursement of the airport operational and maintenance expences or debt service payments incurred no earlier than January 20, 2020, and in accordance with the limitations prescribed in the grant agreement. Airport Rescue Grant funds will be governed by the same requlations for "airport revenue". Airport Rescue Grant funds may not fund any airport development program projects. This is the fourth grant offered by the Federal Government in response to the COVID-19 pandemic. The City of Santa Fe Governing Body previously accepted Grant 51 in the amount of $1,858,505, and Grant 55 in the amount of $1,570,927. The division is processing Grant 56 in the amount of $30,578, and Grant 57 in the amount of $2,226,110 concurrently.

COMMITTEE REVIEW

Public Works and Utilities Committee: 9/7/2021
Governing Body: 9/8/2021

ATTACHMENTS

Grant Agreement
Budget Amendment Resolution (BAR)

Signature: 

Email: rawheeler@ci.santa-fe.nm.us

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

Airport Rescue Grant Transmittal Letter

August 11, 2021

Ms. Jarel Lapan Hill
City Manager
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Ms. Hill:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-35-0037-057-2021 for Santa Fe Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 20, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Lacey D Spriggs
Lacey D Spriggs (Aug 11, 2021 15:35 CDT)

Lacey D. Spriggs
Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 11, 2021

Airport/Planning Area Santa Fe Municipal Airport

Airport Rescue Grant No. 3-35-0037-057-2021

Unique Entity Identifier 069420818

TO: City of Santa Fe
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 12, 2021, for a grant of Federal funds at or associated with the Santa Fe Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Santa Fe Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Santa Fe Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,226,110, allocated as follows:

   $2,226,110 ARPA KV2021

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 20, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation..

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.

2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.

3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:

   a. Will be maintained and used at the airport for which they were purchased; and

   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 11, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs
Lacey D Spriggs (Aug 11, 2021 15:35 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager, LA/NM Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated August 11, 2021

City of Santa Fe

(Name of Sponsor)

Jarel LaPan Hill

Jarel LaPan Hill (Aug 11, 2021 15:19 MDT)

(Signature of Sponsor's Designative Official/Representative)

By: Jarel LaPan Hill

(Type Name of Sponsor's Designative Official/Representative)

Title: City Manager

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Erin McSherry , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at August 18, 2021

By: _____

(Signature of Sponsor's Attorney)

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Airport Operating / 5456050
Org.Name/Org.#

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Pavement Preventative Maintenance.**

   With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.**

    It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Santa Fe**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

SAF-SWG-3-35-0037-057-2021-Grant Agreement

Final Audit Report 2021-08-18

Created:	2021-08-11
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWVEslKFrgplpBvOrSp8KgeQRq0Qc_FgY

"SAF-SWG-3-35-0037-057-2021-Grant Agreement" History

Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
2021-08-11 - 8:24:51 PM GMT- IP address: 155.178.180.14

Document emailed to Lacey D Spriggs (lacey.spriggs@faa.gov) for signature
2021-08-11 - 8:33:10 PM GMT

Email viewed by Lacey D Spriggs (lacey.spriggs@faa.gov)
2021-08-11 - 8:34:06 PM GMT- IP address: 162.58.82.136

Document e-signed by Lacey D Spriggs (lacey.spriggs@faa.gov)
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Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature
2021-08-11 - 8:35:55 PM GMT

Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
2021-08-11 - 9:19:12 PM GMT- IP address: 104.47.64.254

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2021-08-11 - 9:19:52 PM GMT

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2021-08-17 - 9:37:28 PM GMT- IP address: 63.232.20.2

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Agreement completed.

2021-08-18 - 4:56:51 PM GMT

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport	04/07/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Transportation	5456050	490550		(2,226,110.00)	
				0	

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

To record Airport Rescue Grant - 3-35-0037-057-2021

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
345	2,226,110
TOTAL:	**0**

Bobbi Huseman 08/24/2021
Prepared By *{print name}* Date

Mark Baca 08/24/2021
Division Director Signature *{optional}* Date

Regina Wheeler Aug 27, 2021
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins Aug 27, 2021
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Signature:

Email: rawheeler@ci.santa-fe.nm.us

Signature: Andy Hopkins

Email: ajhopkins@ci.santa-fe.nm.us

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7h

Ratification of the City Manager's Approval of Airport Rescue Grant Award No. 3-35-0037-057-2021 in the Amount of $2,226,110 and Approval of the BAR to Budget Grant Funds Into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 09/08/21 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

FOR REQUEST FOR BID (RFB) PURPOSES ONLY

AGREEMENT made as of the 19 day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
505-955-5937

and the Contractor:
(Name, legal status, address and other information)

Jaynes Corporation
2906 Broadway Blvd NE
Albuquerque, NM 87107

for the following Project:
(Name, location and detailed description)

Southside Teen Center
Santa Fe, NM

The Architect:
(Name, legal status, address and other information)

Wilson & Company, Inc - ABQ
4401 Masthead St. NE
Suite 150
Albuquerque, NM 87109
Telephone Number: 505-348-4000
Fax Number: 505-348-4072

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

In the event of a conflict between or among the Contract Documents, the following order of priority shall be:

(1) This Agreement
(2) AIA Document A101 Exhibit A Insurance and Bonds
(3) AIA Document A201–2007, General Conditions of the Construction Contract as set forth in Exhibit B
(4) The City of Santa Fe Supplementary Conditions set forth in Exhibit C
(5) Provisions set forth in the Project Manual issued by the Architect
(6) Provisions set forth in other exhibited documents

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed which is mutually agreed to by Contractor and Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than three hundred and sixty-five (365) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Million five hundred forty-five thousand nine hundred fifty dollars and no/100ths ($ 8,545,950.00 plus New Mexico Gross Receipts Tax), subject to additions and deductions as provided in the Contract Documents. Sum as follows:

Base Bid Amount:	$8,003,500.00
Bid Alternate 1:	$ 180,000.00
Unanticipated Cost Overruns:	$ 362,450.00*
Subtotal:	$8,545,950.00
NMGRT @ 8.4375%:	$ 721,064.53
Total Contract Sum:	$9,267,014.53

* In the event that any aspect of this project exceeds the deliverable amount, the city, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to $362,450.00.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
#1 Kitchen Equipment	One hundred and eighty thousand and no/100ths $180,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

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Item	Price
#1 Utilities and Sitework Improvements	Fifteen thousand and no/100ths $15,000

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages of One Thousand dollars ($1,000.00) per calendar day will apply for work not completed by the Substantial Completion date.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 21st day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-one (21) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The Contractor shall stipulate a sum as a line item on the schedule of values for Completion of Work after issuance of the Certificate of Substantial Completion as listed on the Architect's official Punch list and for completion and submission of all Project Close Out documentation, including, but not limited to the documents listed below. The Certificate of Final Completion will be issued after acceptance of these documents by the Owner.

.1 Certificate of Liability Insurance with expiration date no earlier than the Substantial Completion date.
.2 Contractor's Affidavit of Release of Liens (AIA Document G706A)
.3 Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
.4 Contractor's Warranty
.5 Manufacturer's Warranties (as applicable)

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.6 Operations and Maintenance Manual covering warranted equipment, materials requiring maintenance and including any reports or procedural documentation generated by third parties or subcontractors as part of, or necessitated by the Work.

.7 Approved Construction Permit(s) with Construction Document set stamped by Permitting Authorities (as applicable)

.8 As-Built Construction Document set and documentation of all other Work completed that is not included in the As-Built set

.9 Final Inspection Report(s) from Permitting Authorities (as applicable)

.10 Consent of Surety Company to Final Payment.

.11 Application for Final Payment.

.12 Lien Bond (as applicable)

.13 Lien Discharge Fee(s) Refund (as applicable)

.14 Certificate of Occupancy (as applicable)

.15 New Mexico Dept. of Workforce Solutions Affidavit of Wages Paid

.16 New Mexico Dept. of Workforce Solutions Payroll Statement of Compliance

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum, including fully executed change orders, properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing).

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

N/A

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Within fifteen days of the Contractor's request for final payment being submitted to the City, provided the Owner has received the Consent of Surety and Waivers and Releases of Liens from the Contractor

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5 % per month

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction; as a condition precedent to litigation, Owner and Contractor agree to mediate any Claim.

[X] *In accordance with New Mexico Public Works Mediation Act 13-4C-1 through 13-4C-11, NMSA 1978.*

Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

J. Samuel Burnett-Ragueneau
Facilities Director
City of Santa Fe
2651 Siringo Road, Building E, Santa Fe, New Mexico 87505
(505)-955-5933

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Shad S. James
President & CEO
Jaynes Corporation
2906 Broadway NE, Albuquerque, NM 87107
(505) 345-8591

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in the A101-2017, Exhibit A, Insurance and Bonds:

Type of insurance or bond	**Limit of liability or bond amount ($0.00)**
(Refer to Exhibit A)	(Refer to Exhibit A)

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgements, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

§ 8.7.2 APPROPRIATIONS

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The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

§ 8.7.3 THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

§ 8.7.4 STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

§ 8.7.5 CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

§ 8.7.6 ASSIGNMENT: SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

§ 8.7.7 RELEASE

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

§ 8.7.8 INSURANCE

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A. The contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

§ 8.7.9 RECORDS AND AUDIT

The contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

§ 8.7.10 APPLICABLE LAW: CHOICE OF LAW: VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

§ 8.7.11 AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

§ 8.7.12 NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

§ 8.7.13 SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

§ 8.7.14 NOTICES

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Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party:

OWNER: City of Santa Fe
Attn: J Sam Burnett
Facilities Division Director
Public Works Department
2561 Siringo Road, Building E
Santa Fe, NM 87504-0909

CONTRACTOR: Shad S. James, President & CEO
Jaynes Corporation
2906 Broadway NE, Albuquerque, NM 87107

§ 8.7.15 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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

§ 8.7.16 TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on December 31, 2023, unless sooner pursuant to section 8.5.11, infra.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated herein. The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction (Exhibit A) and City of Santa Fe General Conditions (Exhibit B) attached hereto and incorporated herein. Where there is a conflict or duplication between these two documents, the AIA General Conditions shall prevail. The Supplementary and other Conditions of the Contract attached hereto and incorporated herein:

.5 Drawings

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Number	Title	Date
Drawings as indicated in the index on the cover sheet G-001	Permit Set (118 Sheets)	06/18/2021

.6 Specifications

Section	Title	Date	Pages
All sections as indicated in the Table of Contents for Volumes 1 and 2	Project Manual Volume 1 and 2	06/18/2021	1254

.7 Addenda, if any:

Number	Date	Pages
Addendum 01	07/30/2021	8
Addendum 02	08/04/2021	9
Addendum 03	08/06/2021	1
Addendum 04	09/02/2021	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[
(Paragraphs deleted)
X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
City of Santa Fe Supplementary Conditions	Exhibit C		
Contractor's Price Proposal dated TBD	Exhibit D		
Contractor's Certificate of Liability Insurance	Exhibit F		
Project Schedule TBD	Exhibit G		
TBD: NMDWS Wage Documents	Exhibit H		

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(Paragraph deleted)

This Agreement entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER,
MAYOR

DATE:_____

CONTRACTOR:

_____
SHAD JAMES
PRESIDENT & CEO
JAYNES CORPORATION

DATE: 9/3/2021

NM LICENSE #:4866
CRS #:01-7120-47000
CITY BUSINESS REGISTRATION #:226914

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC
CITY CLERK
(Paragraphs deleted)

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Sep 3, 2021 13:23 MDT)
_____ Sep 3, 2021
MARCOS D. MARTINEZ
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY
FINANCE DIRECTOR

Object and Organization: 3209980.572970

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Southside Teen Center
Santa Fe, NM

THE OWNER:
(Name, legal status and address)
City of Santa Fe
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87501

THE ARCHITECT:
(Name, legal status and address)
Wilson & Company, Inc - ABQ
4401 Masthead St. NE
Suite 150
Albuquerque, NM 87109

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect and/or Owner Representatives will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 Notwithstanding any provision(s) of the Contract, if as a direct or indirect result of any virus, disease, contagion, or any other widespread communicable disease that causes disruption, including but not limited to COVID-19, (individually or together an "Epidemic"), the Work is delayed, disrupted, suspended, or otherwise impacted by, including but not limited to:

(1) disruptions to material and/or equipment supply;

(2) illness of the Contractor's, or its Subcontractors', workforces;

(3) governmental quarantines, shelter-in-place orders, related closures, or other mandates, restrictions and/or directives, (individually or collectively an "Order");

(4) any Owner restrictions and/or directives; and/or

(5) fulfillment of the Contractor's contractual or legal health and safety obligations associated with an Epidemic;

then the Contractor shall be entitled to an equitable adjustment to its Subcontract Time or schedule duration to account for such disruptions, suspension, or impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of the Work, the Contractor may request an increase in compensation for such increases in labor, material or equipment prices, the approval of which shall not be unreasonably withheld, but no request shall obligate Owner to violate the Bateman Act, NMSA 1978, Section 6-6-11.

§ 8.3.5 Potential Time and Price-Impacted Material. As of the date of this Agreement, certain markets providing essential materials to the Project are experiencing, or are expected to experience, significant, industry-wide economic fluctuation during the performance of this Agreement that are outside the control of Contractor that may impact price, availability, and delivery time frames. If during the course of the Project, potential time and price-impacted material(s) experience delay in delivery, or become unavailable and/or result in an increase of price due to events or circumstances beyond the control of and not the fault of Contractor its Subcontractors and Material Suppliers, Contractor shall be entitled to an equitable extension in time, Schedule, and Dates of Substantial and Final Completion. The Contractor shall submit to the Owner a request for a Contract modification to increase the

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Compensation to reflect any increases in labor, materials or equipment prices, which shall not be reasonably withheld by the Owner. In any event, Contractor shall not be liable to the Owner for any such delays and/or price increases, nor any expenses, losses or damages, including but not limited to liquidated or consequential damages, arising from or related to such delay, unavailability and/or price increase which are beyond the control of and not the fault of Contractor, its Subcontractors and Material Suppliers.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

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items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor

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knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond which satisfies NMSA 1978, 13-3-18 to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

(Paragraph deleted)

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The Contractor may elect to utilize its Contractor Controlled Insurance Program (CCIP) to fulfill the minimum general liability insurance requirements under this Agreement.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

§

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand

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mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraph deleted)

§ 15.3.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 19th day of August in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Southside Teen Center
Santa Fe, NM

THE OWNER:
(Name, legal status and address)

City of Santa Fe
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87501

THE CONTRACTOR:
(Name, legal status and address)

Jaynes Corporation
2906 Broadway Blvd NE
Albuquerque, NM 87107

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
See certificate of insurance by Jaynes	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
See certificate of insurance by Jaynes	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

(Paragraph deleted)

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. Contractor may elect to fulfill the obligations to the Owner outlined in this Section by utilizing its Contractor Controlled Insurance Program (CCIP). Owner's status under the CCIP shall be that of a named insured.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Contractor shall maintain products-completed operations General Liability coverage for a period of Ten (10) years from the date of Substantial completion of the Project.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million ($ 5,000,000) each occurrence, Ten Million ($ 10,000,000) general aggregate, and Five Million ($ 5,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

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.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Contractor may elect to utilize its Contractor Controlled Insurance Program (CCIP) to fulfill the minimum commercial general liability insurance requirements.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million ($ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million ($ 2,000,000) per claim and in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[ ] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	As required by contract
Performance Bond	As required by contract

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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City of Santa Fe, New Mexico
Memorandum

DATE **August 26, 2021**

TO **Governing Body**

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

FROM **Sam Burnett, Facilities Division Director**

ACTION
Request for the Approval of the agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 including New Mexico gross receipts tax. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

1) Request for Approval of BAR Amendment Resolution to Allocate $4,000,000 for use of General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates to provide sufficient start-up funding in order to fund the Southside Teen Center project.

BACKGROUND AND SUMMARY
The new Southside Teen Center will be built at the corner of Country Club Road and Valentine Way. This new City facility will provide a much needed resource to Santa Fe youth in the area. Community input that was incorporated into the design which will includes a gym, performance stage, game room, break out areas, and a commercial kitchen. It designed to achieve a LEED Silver rating which was required by a state executive order, which will make the Southside Teen Center one of the City's most sustainable facilities.

The City issued Invitation to Bid #22/02/B for the construction of this facility. Bids were due at 2:00pm on August 11th 2021. The City received seven (7) bids for this project. On August 20th the City issued a Notice of Intention to Award the bid to Jaynes Corporation, who was the lowest bidder. Jaynes is a well-known and well-respected General Contractor in the Southwest and the City's Public Works Department is very confident that Jaynes is an excellent partner for this project. Wilson & Company completed the design of the teen center and will provide construction administration services throughout the construction of the building.

The construction bid is higher than the engineering estimate due to volatility in construction labor and materials market at this time. Construction is scheduled to complete within 19 months of issuance of notice to proceed and purchase order which includes a seven month lead time on materials which is longer than normal due to world-wide construction materials availability issues.

The cost for construction of the teen center including tax and 5% contingency and tax is $9,267,014.53. The project has funding of $6,000,000 consisting of $1,000,000 City allocation, $1,100,000 legislative appropriation grant entered July 23, 2019 and $3.900,000 legislative appropriation grant entered August 3, 2021. An additional appropriation of $1,800,000 was made in the 2021 legislative session, but that agreement has not been received from DFA and therefore those funds are not available at this time. To

immediately fund the construction of this long awaited community facility, the use of $4,000,000 of general fund GRT revenues earned in the prior year (FY21) above budgeted estimates is recommended. Once the city receives and executes the legislative grant for $1,800,000, expected in early CY22, reimbursement for construction costs will be submitted to the grant recouping that amount of the FY21 GRT and reducing city's additional contribution to $2,200,000 of FY21 GRT revenues over and above budget.

Committee Review
Finance Committee: 8/30/2021
Public Works and Utilities Committee: 9/7/2021
Governing Body: 9/8/2021

Procurement Method
Invitation to Bid 22/02/B

CONTRACT NUMBER:
The Munis contract number is 3202933

FUNDING SOURCE:
Project Ledger ID: FA183200T
Munis Org Name/Number: 3209980 Facilities CIP
Munis Object Name/Number: 572970 WIP Construction

ATTACHMENTS:

Contract A101 & General Conditions A201
Exhibit A: Design Summary
Exhibit B: Jayne's Bid
Exhibit C: Bid Bond
Exhibit D: Final Bid Tab
Business License
Certificate of Insurance
Procurement Checklist
Summary of Contract

SOUTH SIDE TEEN CENTER

Exhibit A

Site Plan


N
599
Willow Way
Morning Dr
Rufina St
Calle Inez
Zepol Rd
Calle Atajo
Camino de Jacobo
A St
San Ignacio Rd
Zafarano Dr
Rodeo Rd
300
S Richards Ave
64A
64B
Cll Vera Cruz
Pso De Los Pueblos
Wagon Rd
Cam Jalisco
Dancing Ground Rd
Emblem Rd
Cristos Rd
Governor Miles Rd
Ojos De Jo
Miles Ln
Richards Ave
Ocate Rd
Beckner Rd
Churchill Rd
Rabbit Rd
Oshara Blvd
La Pradera
25
14
Jaguar Dr
Contenta Ridge
Solecito Loop
Paseo Del Sol W
Golden Mesa
Valentine Way
Camino Rojo
Country Club Rd
Paseo Del Sol
Ave Contenta
Cll Zanate
Los Milagros
Fairly Rd
Buffalo Grass Rd
Lucia Ln
S Meadows Rd
La Vela Rd
Maple
Camino Ortiz
Plum Dr
Peach Dr
61A
61B
Fields Ln
284
Cll Vencejo
Cll Jenah
Riverside Dr
Agua Fria Rd
San Felipe Rd
Thomas Rd
La Carrera

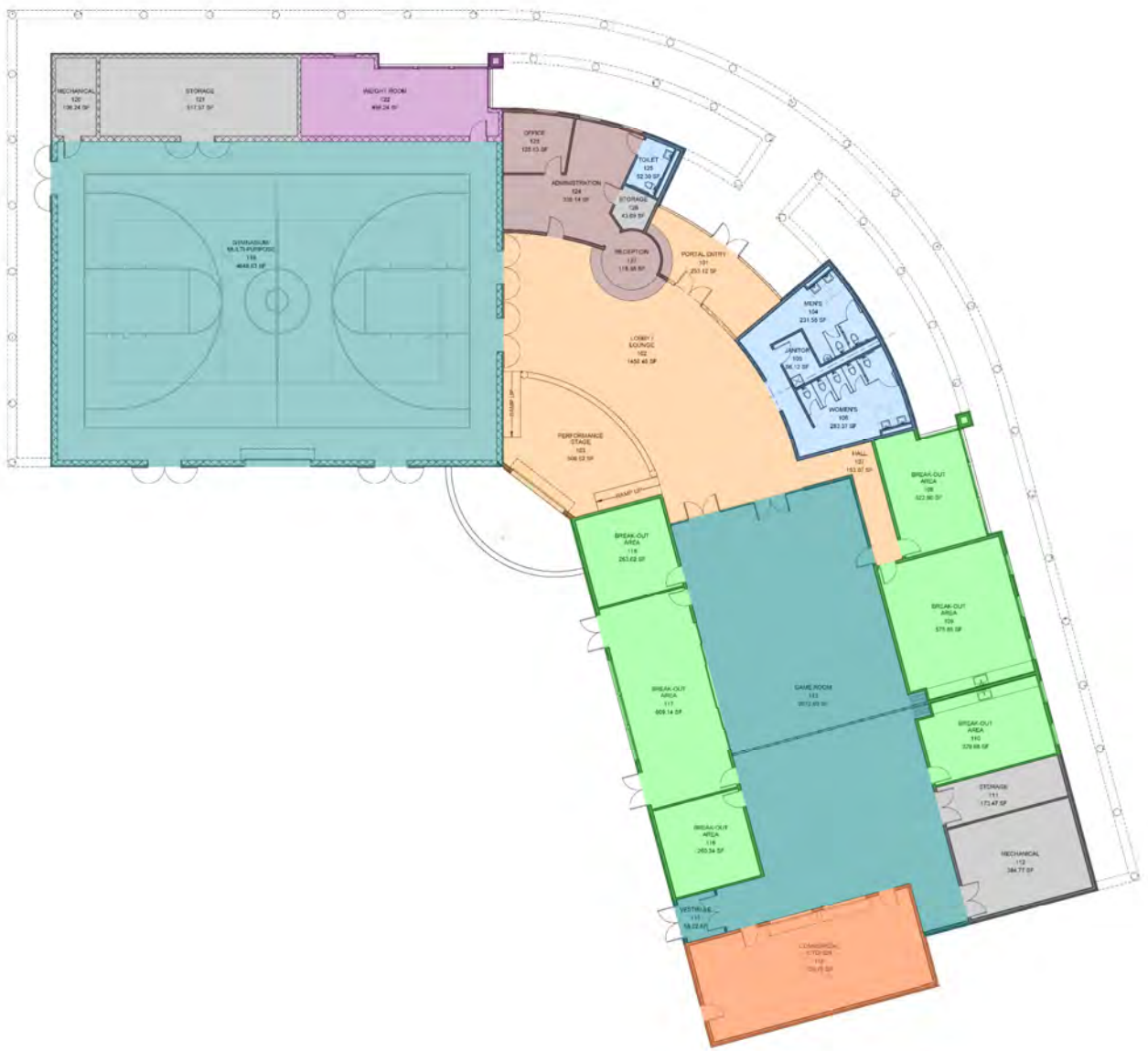
Site Plan



Site Plan



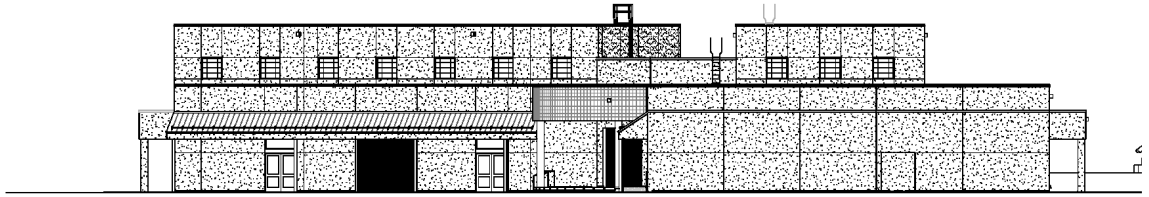
Floor Plan


MECHANICAL
STORAGE
WEIGHT ROOM
OFFICE
ADMINISTRATION
TOILET
STORAGE
GYMNASIUM
RECEPTION
PORTAL ENTRY
MEN'S
JANITOR
WOMEN'S
LOBBY / LOUNGE
PERFORMANCE STAGE
HALL
BREAK-OUT AREA
BREAK-OUT AREA
BREAK-OUT AREA
BREAK-OUT AREA
BREAK-OUT AREA
GAME ROOM
BREAK-OUT AREA
STORAGE
MECHANICAL

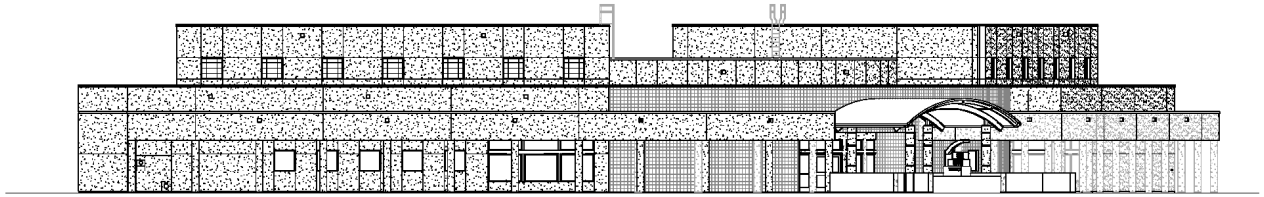
Elevations



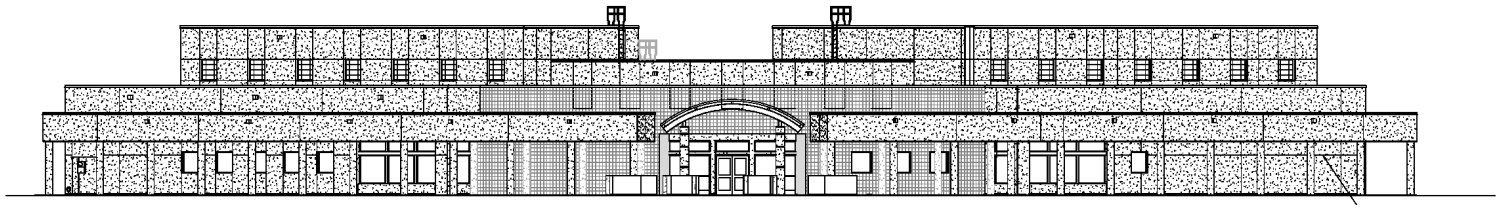
H1 GAMEROOM - WEST
1/8" = 1'-0"



F1 GAMEROOM - SOUTH
1/8" = 1'-0"

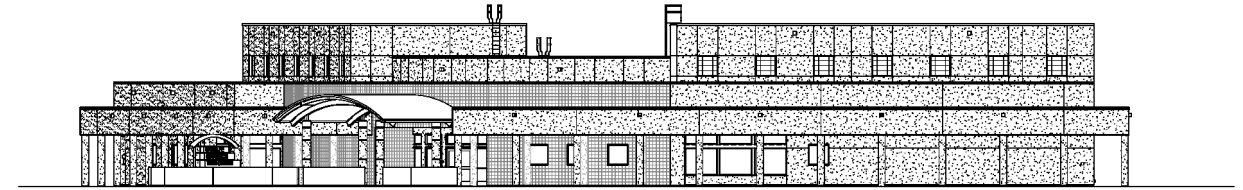


C1 GAMEROOM - EAST
1/8" = 1'-0"

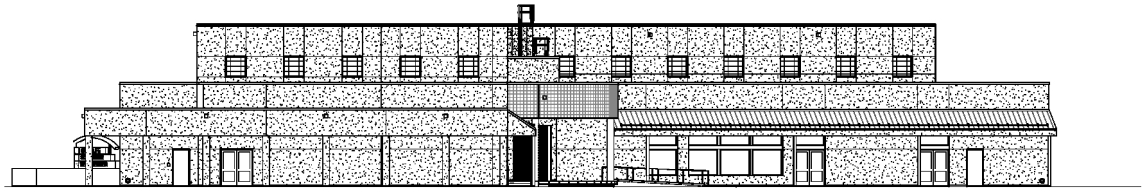


A1 ADMIN - NORTH
1/8" = 1'-0"

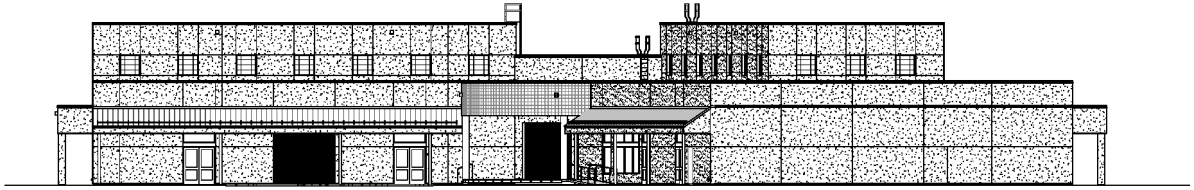
Elevations



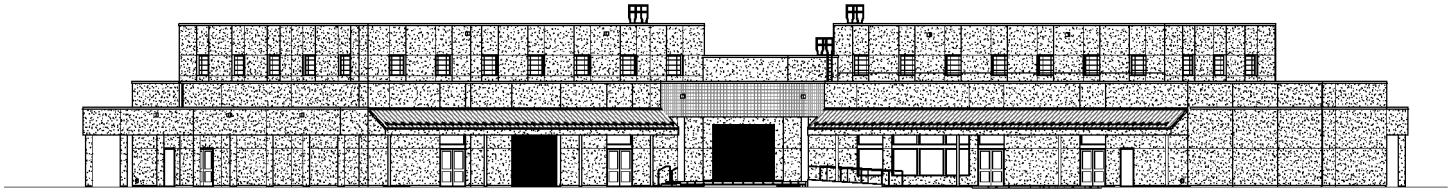
H1 GYM - NORTH ELEVATION
1/8" = 1'-0"



F1 GYM - WEST ELEVATION
1/8" = 1'-0"



C1 GYM - SOUTH ELEVATION
1/8" = 1'-0"



A1 LOUNGE - SOUTH
1/8" = 1'-0"


WILSON
&COMPANY


WILSON
&COMPANY


WILSON
&COMPANY


WILSON
&COMPANY


WILSON
&COMPANY

Exhibit B

CITY OF SANTA FE

SOUTHSIDE TEEN CENTER

INVITATION TO BID #22/02/B

BID SUBMISSION
AUGUST 11, 2021 | 2:00 PM



SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

TO:

Owner
City of Sant Fe
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87501

FOR:

Southside Teen Center
Invitation to Bid #22/02/B
Santa Fe, NM

DATE: 8/11/21 (BIDDER TO ENTER DATE)

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name Jaynes Corporation
Business Address Line 1: 2906 Broadway Blvd NE
Business Address Line 2: Albuquerque, NM 87107
Business Address Line 3:

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Wilson & Company for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Lump Sum Price (Base Bid):

Seven Million Nine Hundred Fifty Nine Thousand dollars
($ **7,959,000**).

We have included the required security Bid Bond as required by the Instruction to Bidders.

We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders. N/A - Performance Assurance Bonds will be submitted upon Notice of Award.

All applicable federal taxes are excluded and State of New Mexico taxes are excluded from the Bid Sum.

Sums for Alternates are indicated in Document 00 4323 - Supplement C - List of Alternates. Sums for Alternates are not included in the above Lump Sum Price.

All Cash Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within seven days of receipt of Notice of Award.
Furnish the required bonds within seven days of receipt of Notice of Award.
Commence work within seven days after written Notice to Proceed of this bid.

CONTRACT TIME

If this Bid is accepted we will complete the Work in the number of calendar days indicated in Section 00 7300 - Supplementary Conditions.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 7/30/21
Addendum # 2 Dated 8/4/21
Addendum # 3 Dated 8/6/21
Addendum # _____ Dated _____
Addendum # _____ Dated _____

BID FORM SUPPLEMENTS

The following information is included with Bid submission:

The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

Document 00 4314 - Supplement J - Bid Bond: Bid Security.
Document 00 4323 - Supplement C - List of Alternates: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 2300 - Alternates.

BID FORM SIGNATURE(S)

If the Bidder is an Individual:

By: Shad S. James
(Bidder - print your full name)

Shad S. J
(Bidder's Signature)

Doing business as: Jaynes Corporation
Telephone: 505.345.8591
Fax: 505.345.8598

Bidder's NM Contractor's License Number(s) and Classifications(s):

Number: 4866 | Classification: GB98

Contractor's Department of Labor Registration Number:

0185652011514

If the Bidder is a Corporation:

The Corporate Seal of

Jaynes Corporation
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

_____

Shad S. James, President & CEO
(Authorized signing officer, Title)



(Seal)

Shad S. James, President & CEO
(Authorized signing officer, Title)

Telephone: 505.345.8591

Fax: 505.345.8598

Bidder's NM Contractor's License Number(s) and Classifications(s):

Number: 4866 | Classification: GB98

Contractor's Department of Labor Registration Number:

0185652011514

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF BID FORM

SECTION 00 4301
BID FORM SUPPLEMENTS COVER SHEET

PARTICULARS

TO (OWNER): CITY OF SANTA FE

PROJECT: SOUTHSIDE TEEN CENTER

INVITATION TO BID #22/02/B

DATE: 8/11/21

SUBMITTED BY: (BIDDER TO INSERT FULL NAME AND ADDRESS)

Jaynes Corporation
2906 Broadway Blvd NE
Albuquerque, NM 87107

In accordance with Section 00 2113 - Instructions to Bidders and Section 00 4100 - Bid Form, we include the Supplements To Bid Form listed below. The information provided shall be considered an integral part of the Bid Form.

SUPPLEMENTS TO BID FORM

Supplement C - List of Alternates: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 2300 - Alternates.

Supplement J - Bid Bond: Requirements as described in Section 00 4314 - Supplement J - Bid Bond.

END OF SUPPLEMENTS TO BID FORM

SECTION 00 4323
SUPPLEMENT C - LIST OF ALTERNATES

PARTICULARS

THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

(BIDDER) Jaynes Corporation

TO (OWNER): CITY OF SANTA FE

DATED 8/11/21 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

THE FOLLOWING AMOUNTS SHALL BE ADDED TO THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATES.

Alternate Number 1 - Food Service Equipment:
Alternate Number 1 Cost (Add):

One Hundred Eighty Thousand dollars
($ **180,000**).

ALL APPLICABLE FEDERAL TAXES ARE EXCLUDED AND STATE OF NEW MEXICO TAXES ARE EXCLUDED FROM THE AMOUNTS INDICATED FOR EACH ALTERNATE.

END OF SUPPLEMENT C

SECTION 00 4556

SUPPLEMENT R - RESIDENT CONTRACTOR CERTIFICATION

PART 1 GENERAL

AN EXAMPLE OF THE NEW MEXICO RESIDENT CONTRACTOR CERTIFICATE FORM IS ATTACHED FOLLOWING THIS PAGE

ELIGIBLE CONTRACTORS MAY OBTAIN THE FORM FROM THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT

PART 2 PRODUCTS (NOT USED

PART 3 EXECUTION (NOT USED)

END OF SECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: JAYNES CORPORATION

DBA: JAYNES CORPORATION
2906 BROADWAY BLVD NE
ALBUQUERQUE, NM 87107-1506

Expires: **19-Nov-2023**

Certificate Number:

L0801341104

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

SECTION 00 4557

SUPPLEMENT V - RESIDENT VETERAN CONTRACTOR CERTIFICATION

PART 1 GENERAL

AN EXAMPLE OF THE NEW MEXICO RESIDENT VETERAN CONTRACTOR CERTIFICATE FORM IS ATTACHED FOLLOWING THIS PAGE

ELIGIBLE CONTRACTORS MAY OBTAIN THE FORM FROM THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT

PART 2 PRODUCTS (NOT USED

PART 3 EXECUTION (NOT USED)

END OF SECTION

Jaynes does not qualify for Resident/Veteran preference.

Bill Richardson
Governor

Edward J. Lopez
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION
2550 Cerillos Rd.
Santa Fe, New Mexico 87505

Lisa D. Martinez
Director

This is to certify that: **JAYNES CORPORATION**
PERMANENT LICENSE #4866

Located at: **2906 BROADWAY NE, ALBUQUERQUE, NM 87107**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:
GB98
And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

Signature of Contractor

NOTE: This Certificate is now and shall remain the property

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION
JAYNES CORPORATION
LICENSE NUMBER 4866
Qualifying Party(s) MARGARET RICK
EXPIRES 03/31/2023
CLASSIFICATION(S) GB98

Lisa D. Martinez
Director
time upon demand. This certificate is not transferable

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Jaynes Corporation

Jaynes
2906 BROADWAY BLVD NE

ALBUQUERQUE, NM, 87107-1506

has registered with the Department of Workforce Solutions

Registration Date: 4/18/2020 **Registration Number: 0185652011514**

This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

THE WAY UP

Sub Contractor Listing

Type of Work	Entity Name	City & State	Labor enforcement fund registration # (if over $60,000)	SIGNATURE *
Concrete	Jaynes	Albuquerque, NM		
Cement roof deck	Condeck	Albuquerque, NM		
Masonry	Beaty Masonry	Albuquerque, NM		
Structural Erection	Structural steel services	Albuquerque, NM		
Casework	Jaynes	Albuquerque, NM		
EIFS	Firebird	Albuquerque, NM		
Metal Panels	Hot Shot	Santa Fe, NM		
TPO roofing	Hot Shot	Albuquerque, NM		
Glass and glazing	SW glass and Glazing	Albuquerque, NM		
Translucent roof panels	Powers Products SW	Albuquerque, NM		
Gyp Board Assemb	Rock on Steel	Albuquerque, NM		
Acoustic Tile Ceiling	NM acoustics	Albuquerque, NM		
Flooring	Rays Flooring	Albuquerque, NM		
Athletic Flooring	Robert Cohen	Albuquerque, NM		
Painting	F&R painting	Albuquerque, NM		
Car Shelters	Positive Energy	Santa Fe, NM		
Food Service	Standard Resturant	Albuquerque, NM		
Gym Equip	ACI	Peoria, AZ		
Fire Supression	Split Fire	Albuquerque, NM		

THE WAY UP

Sub Contractor Listing

Type of Work	Entity Name	City & State	Labor enforcement fund registration # (if over $60,000)	SIGNATURE *
Plumbing/HVAC	KDC	Albuquerque, NM		
Electrical Special System	Electric Horseman	Las Vegas, NM		
Earthwork	RL leader	Santa Fe, NM		
Syn Turf	Robert Cohen	Albuquerque, NM		
Landscape	Cassidy's	Santa Fe, NM		
Utilities	Sierra Canyon	Santa Fe, NM		

SECTION 00 4314

SUPPLEMENT J - BID BOND

BID BOND FORM

BID SECURITY, MADE PAYABLE TO THE OWNER IN THE AMOUNT OF 5 PERCENT OF THE BASE BID INCLUDING ALL COSTS FOR ALLOWANCES AND ALTERNATES, IF ANY, SHALL BE SUBMITTED WITH THE BID.

BID SECURITY SHALL BE IN THE FORM OF AIA A310 BID BOND ISSUED BY A SURETY LICENSED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO.

SEE AIA DOCUMENT A310, BID BOND, FOLLOWING THIS DOCUMENT.

END OF SUPPLEMENT J

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we JAYNES CORPORATION
2906 Broadway NE, Albuquerque, New Mexico 87107
as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY
4100 Osuna NE, Suite 2-203, Albuquerque, New Mexico 87109
a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF SANTA FE
200 Lincoln Ave., Santa Fe, New Mexico 87501
as Obligee, hereinafter called the Obligee, in the sum of
FIVE PERCENT (5%) OF THE AMOUNT BID---
Dollars ($),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

SANTA FE SOUTHSIDE TEEN CENTER

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11TH day of AUGUST 2021

(Witness)

JAYNES CORPORATION (Principal) (Seal)

President & CEO (Title)

JAYNES CORPORATION N.S.L. CORPORATE SEAL NEW MEXICO

(Witness)

WESTERN SURETY COMPANY (Surety) (Seal)

CARL S. CONLEE, III (Title) ATTORNEY-IN-FACT

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

AGENT'S AFFIDAVIT

THIS FORM MUST BE USED BY SURETY

(To be filled in by Agent)

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

CARL S. CONLEE, III, being first duly sworn, deposes and says that he / she is the duly appointed agent for WESTERN SURETY COMPANY and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in connection with the construction of SANTA FE SOUTHSIDE TEEN CENTER dated the 11TH day of AUGUST, 2021, executed by JAYNES CORPORATION Contractor, as principal, and WESTERN SURETY COMPANY, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

CARL S. CONLEE, III

Subscribed and sworn to before me, a notary public in and for the County of, BERNALILLO, this 11TH day of AUGUST, 2021.

Notary Public

My Commission Expires: 12/22/24

AGENT'S ADDRESS: 4100 Osuna NE, Suite 2-203
Albuquerque, NM 87109

OFFICIAL SEAL
Muriel Bray
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 12/22/24

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Carl S Conlee III, Dean E Vigil, Linda D Dooley, Bart H Kinney III, Stuart E Kuyper, Muriel Bray, James D Zanios, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of April, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of April, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August 2021

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CITY OF SANTA FE
Purchasing Office, 200 Lincoln Ave., Room 122
Santa Fe, NM 87505
Fran Dunaway CPO,
21/29/B Southside Transit Station

Exhibit F

DATE: 04/15/2021 **BID NUMBER 21/29/B** **PREPARED BY: Kathy Sanchez**	**Bradbury Stamm**	**Brycon Corporation**	**EPX Construction**	**Jaynes Corporation**	**HB Construction**	**T A Cole**	**Weil Construction**
ITEM & DESCRIPTION		**BID AMOUNT**	**BID AMOUNT**				
Base Bid	$8,325,000.00	$9,305,314.00	$8,410,947.00	$7,959,000.00	$8,718,000.00	$8,643,000.00	$8,516,000.00
Alternate One	$195,000.00	$185,000.00	$185,000.00	$180,000.00	$197,000.00	$237,700.00	$198,000.00
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Sublist	Yes	Yes	Yes	Yes	No	Yes	No

Signature
Kathy Sanchez
Randy Herrera

Date: 08/11/2021

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: JAYNES STRUCTURES
DBA: JAYNES STRUCTURES

Business Location: PO BOX 26841
ALBUQUERQUE, NM 87125

Owner: JAYNES STRUCTURES

License Number: 226956

Issued Date: February 09, 2021

Expiration Date: February 09, 2022

CRS Number: 02450582000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

JAYNES STRUCTURES
PO BOX 26841
ALBUQUERQUE, NM 87125

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Client#: 1142343 JAYNECOR3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/03/2021

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

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

PRODUCER
USI Southwest Inc. NM - CL
4100 Osuna Road NE Suite 2-203
Albuquerque, NM 87109
505 262-2621

CONTACT NAME: Sam Conlee / Jenny Coughlin
PHONE (A/C, No, Ext): 505 262-2621 **FAX (A/C, No):** 855-512-3881
E-MAIL ADDRESS: Jenny.Coughlin@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Contractors Ins Co RRG	12300
INSURER B : ACIG Insurance Company	19984
INSURER C : Westchester Surplus Lines Insurance Co	10172
INSURER D : Continental Insurance Company	35289
INSURER E : ACUITY A Mutual Insurance Company	14184
INSURER F :	

INSURED
Jaynes Corporation
PO Box 26841
Albuquerque, NM 87125-6841

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GL21A00022	06/01/2021	06/01/2022	EACH OCCURRENCE	$10,000,000
A	CLAIMS-MADE X OCCUR	X	X	GL21B00022(GLXS)	06/01/2021	06/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
A		X	X	GL21C00022(GLXS)	06/01/2021	06/01/2022	MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	X	X	Z73089	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR	X	X	G46644189005	06/01/2021	06/01/2022	EACH OCCURRENCE	$25,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WCA000006621	06/01/2021	06/01/2022	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A	X	WCA000016621	06/01/2021	06/01/2022	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess GL & AL	X	X	7014991654	06/01/2021	06/01/2022	Ea Occ $10,000,000 Agg $10,000,000	

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

RE: Evidence of Insurance.
The General Liability and Auto policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured.
(See Attached Descriptions)

CERTIFICATE HOLDER
Jaynes Corporation
P.O. Box 26841
Albuquerque, NM 87125-6841

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

The General Liability and Auto policies have Primary and Noncontributory wording, when required by written contract.
The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the Certificate Holder, when required by written contract.
The General Liability and Workers Compensation policies include an endorsement providing that 60 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the insurance carrier.
The Excess Liability is following form of underlying General Liability, Automobile Liability and Workers Compensation policies.
Excess GL & AL: Insurer issues an Excess Liability policy that follows Commercial General Liability and Auto Liability for $10M Each Occurrence/$10M Aggregate.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202933**

Contractor: **Jaynes Corporation**

Description: **Agreement for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 Including NMGRT**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **365 days from NTP**

☑ Approved by Council Date: _____

Contract / Lease: Original

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)
Original Contract $9,267,014.53 Munis Contract# 3202933

3. **Procurement History:** _____

Fran Delaway Sep 3, 2021 Sep 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **FA183200T** **Org / Object:** **3209980.572970**

Andy Hopkins Sep 3, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Sam Burnett** Phone # **955-5933**

Email: **jsburnett@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Jaynes Corporation

Procurement Title: Construction of South Side Teen Center

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/Facilities Division Staff Name Sam Burnett

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
☒	☐	Bid 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: _____

Sam Burnett | Facilities Division Director | August 26, 2021
Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway (Sep 3, 2021 15:54 MDT) | Sep 3, 2021
Purchasing Officer (attesting that all information is reviewed) | Title | Date

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7k

Request for Approval of an Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Governing Body: 09/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 09/08/21 Governing Body.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

Item#_____
Munis Contract #_____

MEMORANDUM OF AGREEMENT

FOR PLACEMENT AND MAINTENANCE OF ELECTION BALLOT DROP-BOXES ON CITY OF SANTA FE PROPERTY

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into between the City of Santa Fe (City) and the County of Santa Fe, Santa Fe County Clerk (County). The date of this Agreement shall be the date of last signature by the parties hereto.

WHEREAS, in the spirit of cooperation, mutual respect and service to the residents of the County and the City, this MOA confirms the parties' commitment and mutual cooperation which recognizes that the partnering activities between government entities may produce community and constituency benefits beyond what might be produced independently; and

WHEREAS, this MOA is exempt from the provisions of the Procurement Code according to NMSA, § 13-1-98 (A), NMSA 1978; and

WHEREAS, the City has opted into the regular local election, administered by the Santa Fe County Clerk, pursuant to NMSA 1978, 13-1-98(A); and

WHEREAS, NMSA 1978, § 1-6-9(E) allows for ballots to be returned in a secured container made available by the county clerk to receive voted mailed ballots for that election; and

WHEREAS, the County desires to use various sites which are owned or operated by the City in order to provide permanent election ballot drop-boxes for regular elections in within Santa Fe County; and

WHEREAS, pursuant to NMSA 1978, § 1-6-9(E), the location of the secured containers and the days and times the containers will be available to receive ballots are posted by the county clerk at least 90 days before a statewide election or 42 days before a special election; and

WHEREAS, pursuant to NMSA 1978, § 1-20-16, the location of a secured container is considered a polling place for purposes of electioneering too close to the polling place; and

WHEREAS, all secured containers shall be monitored by video surveillance cameras and the video recorded by that system shall be retained by the County as a record related to voting pursuant to NMSA 1978, § 1-12-69; and

WHEREAS, signage at the location of a secured container shall inform voters and those dropping off ballots at the location: (a) that it is a violation of law for any person who is not an immediate family member to collect and deliver a ballot for another person; (b) that electioneering

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is prohibited within 100 feet of a secured container; and (c) of the dates and approximate time the ballots will be collected; and

WHEREAS, at least once a day, the County shall collect the ballots from the secured containers, register the date and time stamp on each official mailing envelope and identify the location of the secured container in the ballot register.;and

WHEREAS, it is in the interest the parties to ensure the security of the secured containers and comply with Section 1-6-9(E); and

WHEREAS, the City agrees not to charge any fee to the County for the placement of the permanent secured containers; and

WHEREAS, the County agrees to coordinate with the NM Secretary of State regarding the details of the: installation, maintenance, and repair of the permanent secured containers or ballot drop-boxes; and

WHEREAS, the City agrees to continue the maintenance and repair of its properties and sites that will serve as the "hosting" property for the permanent secured containers or ballot drop-boxes.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE

   The purpose of this MOA is to set forth the terms and conditions between the City and the County regarding the placement of permanent ballot drop-boxes at the locations listed in Section 3, below.

2. SCOPE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

   The Santa Fe County Clerk shall:

   A. Coordinate with the NM Secretary of State regarding installation, maintenance, and repair of the secured containers, security cameras, safety barriers (as needed), and permanent infrastructure.
   B. Designate a staff person who is be responsible for any issues that arise related to the secured containers or ballot boxes and will provide reasonable notice to the City of installation, maintenance, and repair dates.
   C. At least once a day during an election, the Santa Fe County Clerk or a Deputy County Clerk, shall collect the ballots from the secured containers, register the date and time stamp on each official mailing envelope and identify the location the secured container in the ballot register (during election).
   D. Abide by the terms and conditions of this MOA as well as the City's property policies, unless otherwise agreed to in this MOA.
   E. Allow only the Santa Fe County Clerk, her staff, or deputies to open the secured

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containers.

F. Comply with the Americans with Disabilities Act with respect to access to the secured containers or ballot boxes and allow for ballot drop-off by a voter from within their vehicle without having to exit such vehicle as required by the ADA.

The City shall:

A. Provide use of site and properties within the City of Santa Fe for the installation, operation and maintenance of the secured containers or ballot boxes or other related equipment, on or before October 1, 2021.
B. Alert the Santa Fe County Clerk of any issues related to the secured containers, as they become known to the City.
C. Upon reasonable notice from the Santa Fe County Clerk allow the County or NM Secretary of State staff reasonable access to the secured containers or ballot boxes for installation, maintenance, repair, and ballot collection.
D. Perform maintenance and repair of the hosting sites and properties, as needed.
E. Allow the use of and connection to power and internet for the video surveillance of the secured containers as required by statute.
F. Comply with the Americans with Disabilities Act with respect to access to the secured containers or ballot boxes and allow for ballot drop-off by a voter from within their vehicle, without having to exit such vehicle as required by the ADA.

3. NUMBER AND LOCATION OF BALLOT BOXES TO BE ISSUED BY THE COUNTY

A. One (1) at the Southside Library: 6599 Jaguar Dr., Santa Fe, NM 87505;
B. One (1) at 119 S. Federal Pl., Santa Fe NM 87501;



C. Parties agree that locations are subject to change if site surveys determine that the chosen location is unworkable and any changes will be made in writing subject to Section 10, amending this MOA.

4. TERM

The term of this MOA shall commence on the date of last signature by the parties hereto and shall be of indefinite duration, unless earlier terminated as provided in Section 5 below.

5. TERMINATION

This MOA may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. A reasonable period of time will be provided to remove the secured containers upon notice of intent to terminate. Parties acknowledge that secured containers may not be removed within 120 days before an election pursuant to state law and any removal pursuant to termination of this MOA will occur after the then pending election, if termination is within 120 days of an election.

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6. LIABILITY

Neither party shall be liable for any claims, actions, demands, suits or judgments arising from the other party's performance under this MOA or the performance of the other party's agents, officers, or employees. Both parties shall be liable only for claims, actions, demands, suits or judgments arising from its own performance under this MOA or the performances of its own agents, officers, or employees.

7. STATUS OF THE CITY AND THE COUNTY

The City and County are separate legal entities. The City's agents and employees are not employees or agents of the County. The County's agents and employees are not employees or agents of the City. No powers of the County or the City express or implied shall be granted to the other party excepting those specifically set forth herein.

8. NEW MEXICO TORT CLAIMS ACT

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. Any liability incurred in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1972, Section 41-4-1, et seq., as amended. This MOA is not intended to modify in any way the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The City and the County and their respective "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense or limitation of liability pursuant to law. No provision of this MOA modifies or waives any provisions of the New Mexico Tort Claims Act.

9. NO THIRD PARTY BENEFICIARIES

By entering into this MOA, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this MOA or seek to enforce this MOA as a third party beneficiary of this MOA.

10. AMENDMENT

This MOA shall not be altered, changed or amended except by an instrument in writing executed by the parties.

11. ASSIGNMENT

Neither the City nor the County shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOA without the prior written approval of the other party.

13. NOTICES

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Any notice required to be given under this MOA shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

To the City: City of Santa Fe
Attn:

To the County: Santa Fe County
Attn: Katharine E. Clark, Santa Fe County Clerk
PO Box 1985
100 Catron St
Santa Fe, New Mexico 87501

14. APPLICABLE LAW

This MOA shall be governed by applicable City and County Ordinances and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this MOA as of the date of last signature by the parties hereto.

CITY OF SANTA FE:

_____
ALLAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

SANTA FE COUNTY:

_____
KATHERINE MILLER
SANTA FE COUNTY MANAGER

DATE:_____

APPROVED AS TO FORM:

_____
KATHARINE CLARK,
SANTA FE COUNTY CLERK

_____
GREGORY S. SHAFFER,
SANTA FE COUNTY ATTORNEY

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made between the City of Santa Fe ("Employer") and the American Federation of State, County and Municipal Employees, Council 18, Local 3999 AFL-CIO ("AFSCME"), collectively the "Parties".

RECITALS

WHEREAS, AFSCME filed Prohibited Practice Complaint ("PPC") No. 106-20 with the New Mexico Public Employees Labor Relations Board ("PELRB"), alleging that the City violated the PEBA and the CBA between the Parties by instituting a furlough in 2020;

WHEREAS, the PELRB issued Order 3-PELRB-2021, modifying the Hearing Officer's Report and Recommended Decision, and ordering the Parties to confer to determine damages caused by the findings of the modified Report and Recommended Decision but allowed for a hearing on damages if the parties were unable to agree; and

WHEREAS, a hearing on the issue of damages was held before the Hearing Examiner, who issued a Supplemental Report and Recommended Decision on damages; and

WHEREAS, the Union proposed a settlement regarding the proper manner in which to implement the determination on damages in the most efficient manner possible, and the Parties have reached this Agreement for that purpose.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Parties, in the interest of closure and the mutual resolution of their differences, seek to enter into this Agreement, settling Case 106-20, without conceding their positions in the proceedings regarding application of the Collective Bargaining Agreement between the parties.

2. To implement the intended effects of the Supplemental Report and Recommended Decision, the City will take the following steps within the number of days of the execution of this Agreement specified below, which the Union agrees fully and adequately implements the intended effects of the Supplemental Report and Recommended Decision on damages:

   a. Within 60 days, the City will calculate and reimburse employees for lost leave accruals caused by the employees actual furloughed hours, which will be no more than what the hours the employee would have earned without furlough hours, and shall provide the union with an accounting of that.

   b. Within 45 days, the City will pay $700,000 to the bargaining unit. That amount will be distributed to the bargaining unit in the individual amounts calculated by AFSCME and prepared by AFSCME as Exhibit A to this Agreement. The City will

not make PERA contributions on this amount. The difference between the damages amount identified in the Supplemental Report and Recommended Decision (roughly $521,000) and $700,000, represents additional compensation to the bargaining unit employees to offset the fact that the City is not making PERA contributions on the lost wages.

c. The payments reflected in Exhibit A will be treated as wages reported for year 2021, such that mandatory taxes would be withheld (federal, state, FICA/SS), but no other withholdings will be made.

d. For any employee listed on Exhibit A who is no longer employed by the City, the City will mail the check to that employee's last known address via normal first-class mail. The City will notify the Union of any mail returned as undeliverable, and the Parties will jointly make commercially reasonable efforts to locate the individual and notify him or her that the check is being held by the City's Human Resources Department for pickup or for further instruction on delivery.

3. This Agreement is binding but non-precedent setting.

4. The Parties agree to pay their own costs and fees associated with PPC No. 106-20.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth next to their signatures below.

AFSCME:

_____ DATE: _____
By: GILBERT BACA, PRESIDENT

CITY OF SANTA FE:

_____ DATE: _____
ALAN M. WEBBER, MAYOR

ATTEST:

_____ DATE: _____
KRISTINE M. MIHELCIC, CITY CLERK

Approved as to Form:

_____ DATE: _____
CHRISTOPHER RYAN,
SR. ASSISTANT CITY ATTORNEY

Approved for Finances:

_____ DATE: _____
MARY T. MCCOY, FINANCE DIRECTOR

not make PERA contributions on this amount. The difference between the damages amount identified in the Supplemental Report and Recommended Decision (roughly $521,000) and $700,000, represents additional compensation to the bargaining unit employees to offset the fact that the City is not making PERA contributions on the lost wages.

c. The payments reflected in Exhibit A will be treated as wages reported for year 2021, such that mandatory taxes would be withheld (federal, state, FICA/SS), but no other withholdings will be made.

d. For any employee listed on Exhibit A who is no longer employed by the City, the City will mail the check to that employee's last known address via normal first-class mail. The City will notify the Union of any mail returned as undeliverable, and the Parties will jointly make commercially reasonable efforts to locate the individual and notify him or her that the check is being held by the City's Human Resources Department for pickup or for further instruction on delivery.

3. This Agreement is binding but non-precedent setting.

4. The Parties agree to pay their own costs and fees associated with PPC No. 106-20.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth next to their signatures below.

AFSCME:

Gil Martinez For Gilbert Baca DATE: Sept. 7, 2021
By: GILBERT BACA, PRESIDENT

CITY OF SANTA FE:

_____ DATE: _____
ALAN M. WEBBER, MAYOR

ATTEST:

_____ DATE: _____
KRISTINE M. MIHELCIC, CITY CLERK

Damages Calculations

Employee Name	Separation Date	Hourly Rate	Actual furlough hours reported for PPE 5/15	Actual furlough hours reported for PPE 5/29	Actual furlough hours reported for PPE 6/12	Actual furlough hours reported for PPE 6/26	total hours actually reported as furlough during the furlough schedule	Damages (Total Furloughed Hours * Hourly Rate)	Damages with Shift Diff. (Ex. B)	**Total Damages**	Percentage of Total	**Allocation of $700,000**	Amount to Compensate for PERA
ABEYTA, JOSEPH M		$36.480	8	8	8	8	32	$ 1,167.36		**$ 1,167.36**	0.21881%	**$ 1,531.70**	$ 364.34
ADAMS, NANCY L		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
AGUILAR NORIEGA, AMY L		$30.000	8	8	8	8	32	$ 960.00		**$ 960.00**	0.17995%	**$ 1,259.62**	$ 299.62
AGUIRRE, JOAQUIN S		$33.190	8	8	8	8	32	$ 1,062.08		**$ 1,062.08**	0.19908%	**$ 1,393.56**	$ 331.48
ALARID, ANYA N		$26.186	8	8	8	8	32	$ 837.95		**$ 837.95**	0.15707%	**$ 1,099.48**	$ 261.53
ALUNNO, CARA L		$12.848	8	8	8	8	32	$ 411.14	$ 423.52	**$ 423.52**	0.07939%	**$ 555.70**	$ 132.18
ALVARADO, BERNARDINO V		$17.060	8	8	8	8	32	$ 545.92		**$ 545.92**	0.10233%	**$ 716.30**	$ 170.38
ALVAREZ, GREGORY L		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
AMAYA, ANGEL		$18.728	32	32	32	32	128	$ 2,397.18		**$ 2,397.18**	0.44934%	**$ 3,145.35**	$ 748.17
ANAYA, CATHY B		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
ANAYA, ROBERTO J		$14.671	8	8	8	8	32	$ 469.47	$ 481.44	**$ 481.44**	0.09024%	**$ 631.70**	$ 150.26
ANDERSON, JACKIE L		$24.694	8	8	8	8	32	$ 790.21		**$ 790.21**	0.14812%	**$ 1,036.83**	$ 246.63
ANDERSON, RONALD N		$14.165	8	8	8	8	32	$ 453.28	$ 483.78	**$ 483.78**	0.09068%	**$ 634.77**	$ 150.99
ANDERSON, TAMMY		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
APODACA, FRED L		$23.520	8	8	8	8	32	$ 752.64		**$ 752.64**	0.14108%	**$ 987.54**	$ 234.90
APODACA, VINCE J		$20.649	8	8	8	8	32	$ 660.77		**$ 660.77**	0.12386%	**$ 867.00**	$ 206.23
ARAGON, ANDREW J		$21.003	8	8	8	8	32	$ 672.10		**$ 672.10**	0.12598%	**$ 881.86**	$ 209.76
ARAGON, ANDREW M	9/3/2020	$13.226	8	8	8	8	32	$ 423.23		**$ 423.23**	0.07933%	**$ 555.32**	$ 132.09
ARAGON, CHRISTINA A		$21.378	8	8	8	8	32	$ 684.10		**$ 684.10**	0.12823%	**$ 897.60**	$ 213.51
ARAGON, GREGORY L	12/31/2020	$23.174	7	8	8	8	31	$ 718.39		**$ 718.39**	0.13466%	**$ 942.61**	$ 224.21
ARAGON, MARK A		$29.228	8	8	8	8	32	$ 935.30	$ 959.73	**$ 959.73**	0.17989%	**$ 1,259.26**	$ 299.53
ARAN, ALISON J		$26.186	32	32	32	32	128	$ 3,351.81	$ 3,352.97	**$ 3,352.97**	0.62849%	**$ 4,399.44**	$ 1,046.47
ARCHULETA, AMANDA J		$20.639	8	8	8	8	32	$ 660.45		**$ 660.45**	0.12380%	**$ 866.58**	$ 206.13
ARCHULETA, JASON		$37.729	8	8	8	8	32	$ 1,207.33		**$ 1,207.33**	0.22631%	**$ 1,584.14**	$ 376.81
ARCHULETA, JOHNNY O		$17.503	8	8	8	8	32	$ 560.10		**$ 560.10**	0.10499%	**$ 734.90**	$ 174.81
ARCHULETA, JOSEPH J		$29.398	8	8	8	8	32	$ 940.74		**$ 940.74**	0.17633%	**$ 1,234.34**	$ 293.61
ARCHULETA, PETE S		$17.218	8	8	8	8	32	$ 550.98	$ 551.56	**$ 551.56**	0.10339%	**$ 723.70**	$ 172.14
ARELLANO, RITA S		$14.708	8	8	8	8	32	$ 470.66		**$ 470.66**	0.08822%	**$ 617.55**	$ 146.89
ARGUELLO-SHAMY, MATILDA M		$16.065	8	8	8	8	32	$ 514.08		**$ 514.08**	0.09636%	**$ 674.53**	$ 160.45
ARMIJO, AMANDA P		$22.866	8	8	8	8	32	$ 731.71		**$ 731.71**	0.13715%	**$ 960.08**	$ 228.37
ARMIJO, ANTOINETTE M		$34.618	32	32	8	8	80	$ 2,769.44		**$ 2,769.44**	0.51911%	**$ 3,633.79**	$ 864.35
ARMIJO, MARCOS S		$14.873	8	8	8	8	32	$ 475.94	$ 476.34	**$ 476.34**	0.08929%	**$ 625.01**	$ 148.67
ARMIJO, TERRANCE A		$17.218	8	8	8	8	32	$ 550.98	$ 568.38	**$ 568.38**	0.10654%	**$ 745.77**	$ 177.39
ARMSTRONG, ERIC W		$38.656	8	8	8	8	32	$ 1,236.99		**$ 1,236.99**	0.23187%	**$ 1,623.06**	$ 386.07
ATENCIO, CARL M		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
ATENCIO, DANETTE P		$16.287	8	8	8	8	32	$ 521.18		**$ 521.18**	0.09769%	**$ 683.85**	$ 162.66
ATENCIO, MEGAN K		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
BACA, GILBERT N		$28.301	8	8	8	8	32	$ 905.63		**$ 905.63**	0.16975%	**$ 1,188.28**	$ 282.65
BACA, MICHAEL S		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
BACA, MONA A		$18.577	32	32	32	32	128	$ 2,377.86		**$ 2,377.86**	0.44571%	**$ 3,119.99**	$ 742.14
BACA, PATRICK D		$12.596	32	32	32	32	128	$ 1,612.29		**$ 1,612.29**	0.30221%	**$ 2,115.49**	$ 503.20
BANGERT, DALINDA K	6/19/2020	$28.111	8	8	8	4	28	$ 787.11		**$ 787.11**	0.14754%	**$ 1,032.77**	$ 245.66
BAREFOOT, SOFIA B		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
BARELA, MARK F		$25.354	8	8	8	8	32	$ 811.33		**$ 811.33**	0.15208%	**$ 1,064.55**	$ 253.22
BAROS, PATRICIA A		$15.553	32	32	32	32	128	$ 1,990.78		**$ 1,990.78**	0.37316%	**$ 2,612.11**	$ 621.33
BARR, AMY	8/21/2020	$21.975	32	32	32	32	128	$ 2,812.80		**$ 2,812.80**	0.52724%	**$ 3,690.68**	$ 877.88
BASS, DYLAN Z		$13.887	32	20	8	8	68	$ 944.32		**$ 944.32**	0.17701%	**$ 1,239.04**	$ 294.72
BEGGINS, KAREN M		$25.408	8	8	8	8	32	$ 813.06		**$ 813.06**	0.15240%	**$ 1,066.81**	$ 253.76
BENAVIDEZ, ROBERT J		$17.218	8	8	8	8	32	$ 550.98	$ 552.75	**$ 552.75**	0.10361%	**$ 725.27**	$ 172.52
BERNAL, JERIKA L		$15.966	8	8	8	8	32	$ 510.91		**$ 510.91**	0.09577%	**$ 670.37**	$ 159.46
BLAKE, JAMES R	11/30/2020	$21.560	8	6	8	8	30	$ 646.80		**$ 646.80**	0.12124%	**$ 848.67**	$ 201.87
BLEA, BEN A		$20.928	8	8	8	8	32	$ 669.70		**$ 669.70**	0.12553%	**$ 878.71**	$ 209.01
BOLLETER, ERNST J		$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
BORREGO, ANGELO E		$30.683	8	8	8	8	32	$ 981.86		**$ 981.86**	0.18404%	**$ 1,288.30**	$ 306.44
BOWLES-VIGIL, LOREN PAUL		$22.359	8	8	8	8	32	$ 715.49		**$ 715.49**	0.13411%	**$ 938.79**	$ 223.31
BOWMAN, DANIELA K		$33.980	8	8	8	8	32	$ 1,087.36		**$ 1,087.36**	0.20382%	**$ 1,426.73**	$ 339.37
BRANSFORD, JENNIFER R		$16.880	32	32	32	32	128	$ 2,160.64		**$ 2,160.64**	0.40500%	**$ 2,834.98**	$ 674.34
BROOKS, MARK E		$30.589	8	8	8	8	32	$ 978.85		**$ 978.85**	0.18348%	**$ 1,284.35**	$ 305.50
BROWN, KEVIN C		$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
BURNHAM, HANNAH		$25.000	8	8	8	0	24	$ 600.00		**$ 600.00**	0.11247%	**$ 787.26**	$ 187.26
BUSTOS, MELISSA A		$28.871	32	32	32	32	128	$ 3,695.49		**$ 3,695.49**	0.69269%	**$ 4,848.86**	$ 1,153.37
C DE VACA, DELILAH		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
CALE, ANNA K		$26.186	32	32	12	0	76	$ 1,990.14		**$ 1,990.14**	0.37304%	**$ 2,611.26**	$ 621.13

CAMERON, RAMON B		$29.998	4.5	9	9	9	31.5	$ 944.94		**$ 944.94**	0.17712%	**$ 1,239.85**	$ 294.92
CAMPION, RYAN A		$24.918	8	8	8	8	32	$ 797.38		**$ 797.38**	0.14946%	**$ 1,046.24**	$ 248.86
CANDELARIA MARTINEZ, TONIETTE O		$19.142	8	8	8	8	32	$ 612.54		**$ 612.54**	0.11482%	**$ 803.72**	$ 191.18
CANDELARIA, CARLOS D		$32.000	8	8	8	8	32	$ 64.00		**$ 64.00**	0.01200%	**$ 83.97**	$ 19.97
CARBAJAL, JAVIER		$26.243	8	8	8	8	32	$ 839.78		**$ 839.78**	0.15741%	**$ 1,101.87**	$ 262.10
CARDIEL-GRIEGO, DEBBIE L		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
CARRASCO, GEORGE C		$26.186	8	8	4	0	20	$ 523.72		**$ 523.72**	0.09817%	**$ 687.17**	$ 163.45
CARTA, SAUL		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
CARTER, DANNY		$29.438	8	8	8	8	32	$ 942.02		**$ 942.02**	0.17657%	**$ 1,236.02**	$ 294.01
CASIAS, CARLOS R		$25.962	8	8	8	8	32	$ 830.78	$ 857.20	**$ 857.20**	0.16068%	**$ 1,124.73**	$ 267.53
CASTILLO, HERIBERTO		$14.165	9	8	8	8	33	$ 467.45	$ 471.42	**$ 471.42**	0.08836%	**$ 618.55**	$ 147.13
CASTILLO, LUIS A		$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
CATANACH, ADRIANNA N		$13.887	8	8	8	8	32	$ 444.38		**$ 444.38**	0.08330%	**$ 583.08**	$ 138.69
CATANACH, JIMMY JR	9/30/2020	$24.455	8	8	8	8	32	$ 782.56		**$ 782.56**	0.14669%	**$ 1,026.80**	$ 244.24
CATANACH, ROBERTA		$23.566	8	8	8	8	32	$ 754.11		**$ 754.11**	0.14135%	**$ 989.47**	$ 235.36
CHAVARRIA, PORFIRIO N		$30.255	8	8	8	8	32	$ 968.16		**$ 968.16**	0.18148%	**$ 1,270.33**	$ 302.17
CHAVEZ, CHRISTOPHER M		$22.309	8	8	8	8	32	$ 713.89		**$ 713.89**	0.13381%	**$ 936.69**	$ 222.81
CHAVEZ, GABRIEL M		$17.218	8	8	7.25	8	31.25	$ 538.06	$ 552.75	**$ 552.75**	0.10361%	**$ 725.27**	$ 172.52
CHAVEZ, HENRY G		$16.598	32	32	32	32	128	$ 2,124.54		**$ 2,124.54**	0.39823%	**$ 2,787.62**	$ 663.08
CHAVEZ, KEVIN		$17.218	32	32	32	32	128	$ 2,203.90		**$ 2,203.90**	0.41311%	**$ 2,891.75**	$ 687.85
CHAVEZ, LAUREN A		$32.180	8	8	8	8	32	$ 1,029.76	$ 1,039.14	**$ 1,039.14**	0.19478%	**$ 1,363.46**	$ 324.32
CHAVEZ, LOELLA L		$14.433	32	32	32	32	128	$ 1,847.42		**$ 1,847.42**	0.34629%	**$ 2,424.01**	$ 576.59
CHAVEZ, LOUIE T		$17.181	8	8	8	8	32	$ 549.79		**$ 549.79**	0.10305%	**$ 721.38**	$ 171.59
CHAVEZ, NICHOLAS D		$19.519	8	7.75	8	8	31.75	$ 619.73		**$ 619.73**	0.11616%	**$ 813.15**	$ 193.42
CHAVEZ, RICHARD D		$17.218	4.25	8	8	8	28.25	$ 486.41		**$ 486.41**	0.09117%	**$ 638.22**	$ 151.81
CHAVEZ, WILLIE A		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
CHRISTY, BENJAMIN L		$18.239	32	32	32	32	128	$ 2,334.59		**$ 2,334.59**	0.43760%	**$ 3,063.23**	$ 728.63
CLOKEY, THOMAS		$13.620	32	32	32	32	128	$ 1,743.36	$ 1,786.86	**$ 1,786.86**	0.33493%	**$ 2,344.54**	$ 557.68
CONNER, KAYLA M		$16.288	8	8	8	8	32	$ 521.22		**$ 521.22**	0.09770%	**$ 683.89**	$ 162.67
CONRAD, ANN E		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
COOK, WALTER N		$21.975	6.25	4	8	8	26.25	$ 576.84		**$ 576.84**	0.10813%	**$ 756.88**	$ 180.03
CORDOVA, LAWRENCE G		$14.982	8	8	8	8	32	$ 479.42		**$ 479.42**	0.08986%	**$ 629.05**	$ 149.63
CORDOVA, MARK D		$33.170	8	8	8	8	32	$ 1,061.44	$ 1,095.02	**$ 1,095.02**	0.20525%	**$ 1,436.78**	$ 341.76
CORIZ, RAMON J		$13.890	32	32	32	32	128	$ 1,777.92		**$ 1,777.92**	0.33326%	**$ 2,332.81**	$ 554.89
CORRAL, LORENZO		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
CORTEZ, BERNADETTE L		$24.184	8	8	8	8	32	$ 773.89		**$ 773.89**	0.14506%	**$ 1,015.42**	$ 241.53
CRAIGHEAD, BEVERLY R		$13.491	8	8	8	8	32	$ 431.71	$ 443.71	**$ 443.71**	0.08317%	**$ 582.19**	$ 138.48
CRESPIN, JARROD P	12/4/2020	$14.721	8	8	8	8	32	$ 471.07	$ 471.66	**$ 471.66**	0.08841%	**$ 618.87**	$ 147.21
CROWE JR, JESSE JAMES		$17.503	8	8	8	8	32	$ 560.10		**$ 560.10**	0.10499%	**$ 734.90**	$ 174.81
CUELLAR, ERIKA C		$16.418	8	8	8	8	32	$ 525.38		**$ 525.38**	0.09848%	**$ 689.35**	$ 163.97
DALTON, WALTER W		$17.218	5.5	4	3.75	8	21.25	$ 365.88		**$ 365.88**	0.06858%	**$ 480.08**	$ 114.19
DANIELS, VINCE		$24.988	8	0	8	8	24	$ 599.71		**$ 599.71**	0.11241%	**$ 786.88**	$ 187.17
DE WAART, MARCO		$28.054	4	8	8	8	28	$ 785.51		**$ 785.51**	0.14724%	**$ 1,030.67**	$ 245.16
DEAN, DIANNE G		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
DEHERRERA, DARREN RAY		$17.218	4.75	0.5	8	8	21.25	$ 365.88		**$ 365.88**	0.06858%	**$ 480.08**	$ 114.19
DELORA, ENRIQUE S		$20.928	8	8	8	8	32	$ 669.70		**$ 669.70**	0.12553%	**$ 878.71**	$ 209.01
DEMELLA, LOUIS R		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
DENKO, MARK		$17.539	7.75	8	8	8	31.75	$ 556.86	$ 570.73	**$ 570.73**	0.10698%	**$ 748.86**	$ 178.13
DENTON, NEAL H		$34.885	8	8	8	8	32	$ 1,116.32		**$ 1,116.32**	0.20925%	**$ 1,464.73**	$ 348.41
DEVARGAS, JASON A	2/12/2021	$30.210	8	8	8	8	32	$ 966.72		**$ 966.72**	0.18121%	**$ 1,268.44**	$ 301.72
DIAZ, DANIEL R		$23.023	8	8	8	8	32	$ 736.74		**$ 736.74**	0.13810%	**$ 966.67**	$ 229.94
DIAZ, LUCRECIA		$16.287	8	8	8	8	32	$ 521.18		**$ 521.18**	0.09769%	**$ 683.85**	$ 162.66
DILLON, JOHN C		$33.238	8	8	8	8	32	$ 1,063.62		**$ 1,063.62**	0.19937%	**$ 1,395.57**	$ 331.96
DOBBS, GALEN L		$37.516	8	8	8	8	32	$ 1,200.51		**$ 1,200.51**	0.22503%	**$ 1,575.20**	$ 374.68
DOMINGUEZ, RAYMOND C		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
DOMINGUEZ, SAMUEL		$31.024	8	8	8	8	32	$ 992.77		**$ 992.77**	0.18609%	**$ 1,302.61**	$ 309.85
DOMINICK, THERESA M	10/31/2020	$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
DONLAN, JEFFREY P		$21.975	8	8	8	8	32	$ 703.20	$ 723.76	**$ 723.76**	0.13566%	**$ 949.65**	$ 225.89
DUPREE, BENI-LEIGH V		$16.398	8	8	16	8	40	$ 655.92	$ 657.87	**$ 657.87**	0.12331%	**$ 863.19**	$ 205.32
DURAN, DAVID M		$13.491	8	8	8	8	32	$ 431.71	$ 432.88	**$ 432.88**	0.08114%	**$ 567.98**	$ 135.10
DURAN, PAUL A	12/31/2020	$24.990	8	8	8	0	24	$ 599.76		**$ 599.76**	0.11242%	**$ 786.95**	$ 187.19
DURAN, ROBERT J		$13.491	8	8	8	0	24	$ 323.78		**$ 323.78**	0.06069%	**$ 424.84**	$ 101.05
DURAN, RUSSELL P		$19.438	7	7	7	8	29	$ 563.70	$ 576.84	**$ 576.84**	0.10812%	**$ 756.87**	$ 180.03
DURAN, SANDRA M		$27.768	8	8	8	8	32	$ 888.58		**$ 888.58**	0.16656%	**$ 1,165.90**	$ 277.33
DURAN,CHEYENNE N		$13.226	32	32	32	32	128	$ 1,692.93	$ 1,696.16	**$ 1,696.16**	0.31793%	**$ 2,225.54**	$ 529.38
EARNSHAW, TANA M	5/26/2020	$14.165	8	8	0	0	16	$ 226.64	$ 226.83	**$ 226.83**	0.04252%	**$ 297.62**	$ 70.79
EASTMAN, RORY J		$20.000	8	8	8	8	32	$ 640.00	$ 652.35	**$ 652.35**	0.12228%	**$ 855.95**	$ 203.60

ENCINIAS, CRIS D		$33.067	8	8	8	8	32	$ 1,058.14		**$ 1,058.14**	0.19834%	**$ 1,388.39**	$ 330.25
ENRIQUEZ, OSCAR D		$13.491	7	8	6	8	29	$ 391.24	$ 407.83	**$ 407.83**	0.07645%	**$ 535.12**	$ 127.29
ERDMANN, PARRY A		$31.029	6	8	8	8	30	$ 930.87		**$ 930.87**	0.17449%	**$ 1,221.40**	$ 290.53
ESPARZA, JESSIE B		$21.407	32	32	32	32	128	$ 2,740.10		**$ 2,740.10**	0.51361%	**$ 3,595.29**	$ 855.19
ESQUIBEL, AMY		$15.311	8	8	8	8	32	$ 489.95		**$ 489.95**	0.09184%	**$ 642.87**	$ 152.92
ESQUIBEL, DANIEL A		$30.218	8	8	8	8	32	$ 966.98		**$ 966.98**	0.18125%	**$ 1,268.77**	$ 301.80
ESQUIBEL, MARCOS		$20.928	8	8	8	8	32	$ 669.70	$ 671.36	**$ 671.36**	0.12584%	**$ 880.89**	$ 209.53
FERNANDEZ, VINCENT T		$29.999	8	8	8	8	32	$ 959.97		**$ 959.97**	0.17994%	**$ 1,259.58**	$ 299.61
FERRAN, BRANDON S		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
FIERRO, MARCOS E		$13.491	9	8	8	8	33	$ 445.20		**$ 445.20**	0.08345%	**$ 584.15**	$ 138.95
FINNEY, TIANA N	7/2/2020	$21.975	32	16	32	32	112	$ 2,461.20	$ 2,463.13	**$ 2,463.13**	0.46170%	**$ 3,231.88**	$ 768.75
FLORES, DOUGLAS K		$24.934	8	8	8	8	32	$ 797.89		**$ 797.89**	0.14956%	**$ 1,046.91**	$ 249.02
FRANCO, MICHAEL A		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
GABALDON, DIEGO R		$17.218	32	32	32	32	128	$ 2,203.90		**$ 2,203.90**	0.41311%	**$ 2,891.75**	$ 687.85
GABALDON, GABRIEL		$13.23				8	8	$ 105.81		**$ 105.81**	0.01983%	**$ 138.83**	$ 33.02
GABALDON, MARTIN C		$23.473	8	8	8	8	32	$ 751.14		**$ 751.14**	0.14080%	**$ 985.57**	$ 234.43
GABALDON, RACHEL D		$13.620	32	32	32	32	128	$ 1,743.36	$ 1,755.04	**$ 1,755.04**	0.32897%	**$ 2,302.79**	$ 547.75
GAGNON, LEE R		$32.961	8	8	8	8	32	$ 1,054.75		**$ 1,054.75**	0.19771%	**$ 1,383.94**	$ 329.19
GALINDO, JOSE P		$17.218	8	8	8	8	32	$ 550.98		**$ 550.98**	0.10328%	**$ 722.94**	$ 171.96
GALLEGOS, ERIK		$19.572	8	8	8	8	32	$ 626.30		**$ 626.30**	0.11740%	**$ 821.78**	$ 195.47
GALLEGOS, GENO D		$17.218	8	8	8	8	32	$ 550.98		**$ 550.98**	0.10328%	**$ 722.94**	$ 171.96
GALLEGOS, JAMES		$20.928	8	8	8	8	32	$ 669.70	$ 672.88	**$ 672.88**	0.12613%	**$ 882.89**	$ 210.01
GALLEGOS, JAVIER		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
GALLEGOS, JOE M		$27.387	8	8	8	8	32	$ 876.38		**$ 876.38**	0.16427%	**$ 1,149.91**	$ 273.52
GALLEGOS, MICHAEL C		$16.497	32	32	32	32	128	$ 2,111.62	$ 2,113.37	**$ 2,113.37**	0.39614%	**$ 2,772.96**	$ 659.59
GALLEGOS JR, RUBEL G		$25.556	8	8	8	8	32	$ 817.79		**$ 817.79**	0.15329%	**$ 1,073.03**	$ 255.24
GAMINO, ELEUTERIO A		$36.973	8	8	8	8	32	$ 1,183.14		**$ 1,183.14**	0.22177%	**$ 1,552.40**	$ 369.26
GARCIA, ANGELINA M		$20.778	8	8	8	8	32	$ 664.90		**$ 664.90**	0.12463%	**$ 872.41**	$ 207.52
GARCIA, BERNADETTE M		$17.218	8	8	8	8	32	$ 550.98		**$ 550.98**	0.10328%	**$ 722.94**	$ 171.96
GARCIA, CAESAR H		$28.674	8	8	8	8	32	$ 917.57		**$ 917.57**	0.17199%	**$ 1,203.94**	$ 286.38
GARCIA, DANIEL A		$34.292	8	8	8	8	32	$ 1,097.34		**$ 1,097.34**	0.20569%	**$ 1,439.83**	$ 342.48
GARCIA, FRANK J		$17.218	4	8	8	8	28	$ 482.10		**$ 482.10**	0.09037%	**$ 632.57**	$ 150.47
GARCIA, JAMEE L	12/29/2020	$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
GARCIA, JAY S		$16.398	8	8	8	8	32	$ 524.74	$ 538.54	**$ 538.54**	0.10095%	**$ 706.62**	$ 168.08
GARCIA, KARMELA		$13.619	32	32	32	32	128	$ 1,743.23	$ 1,761.23	**$ 1,761.23**	0.33013%	**$ 2,310.92**	$ 549.69
GARCIA, MATTHEW L	7/16/2020	$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
GARCIA, ROBERT		$21.407	8	4	8	8	28	$ 599.40		**$ 599.40**	0.11235%	**$ 786.47**	$ 187.07
GARCIA, VIDAL J		$19.574	8	8	8	8	32	$ 626.37		**$ 626.37**	0.11741%	**$ 821.86**	$ 195.49
GARCIA, VINCENT R		$14.899	8	8	8	8	32	$ 476.77		**$ 476.77**	0.08937%	**$ 625.57**	$ 148.80
GARDUNO, JAMES O		$19.541	8	8	8	8	32	$ 625.31		**$ 625.31**	0.11721%	**$ 820.47**	$ 195.16
GEMORA, CARLOS E		$28.046	8	8	8	8	32	$ 897.47		**$ 897.47**	0.16823%	**$ 1,177.58**	$ 280.10
GEORGE, DARLENE R		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
GLORIOSO MOSS, ROMELLA S		$26.710	8	8	8	8	32	$ 854.72		**$ 854.72**	0.16021%	**$ 1,121.48**	$ 266.76
GONZALES, ANJELICA F		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
GONZALES, CRESTINO C	11/13/2020	$13.491	0	32	32	0	64	$ 863.42		**$ 863.42**	0.16184%	**$ 1,132.90**	$ 269.48
GONZALES, DAVID		$20.93				8	8	$ 167.42		**$ 167.42**	0.03138%	**$ 219.68**	$ 52.25
GONZALES, EMILIO A		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
GONZALES, JUSTIN		$26.589	8	8	8	8	32	$ 850.85		**$ 850.85**	0.15949%	**$ 1,116.40**	$ 265.55
GONZALES, RAYMOND A		$15.469	8	6	8	8	30	$ 464.07		**$ 464.07**	0.08699%	**$ 608.91**	$ 144.84
GOUDRIAAN, MAROSA		$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
GRAHAM, THOMAS M		$36.386	8	8	8	8	32	$ 1,164.35		**$ 1,164.35**	0.21825%	**$ 1,527.75**	$ 363.40
GRIEGO, DANIEL		$17.817	8	8	8	8	32	$ 570.14		**$ 570.14**	0.10687%	**$ 748.09**	$ 177.94
GRIEGO, DANNY J		$13.592	8	8	8	8	32	$ 434.94		**$ 434.94**	0.08153%	**$ 570.69**	$ 135.75
GRIEGO, ELOY J		$19.187	8	8	8	8	32	$ 613.98		**$ 613.98**	0.11509%	**$ 805.61**	$ 191.63
GRIEGO, ISAAC D	10/16/2020	$28.273	8	8	8	8	32	$ 904.74		**$ 904.74**	0.16959%	**$ 1,187.11**	$ 282.37
GRIEGO, SUSAN R		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
GRIMES, CHRISTA L		$13.887	8	8	8	8	32	$ 444.38	$ 444.63	**$ 444.63**	0.08334%	**$ 583.40**	$ 138.77
GROSSE, CARYN		$29.986	8	8	8	8	32	$ 959.55		**$ 959.55**	0.17986%	**$ 1,259.03**	$ 299.48
GUARDADO, ANDY		$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
GULLIFORD, JESSICA M		$21.975	32	32	32	32	128	$ 2,812.80	$ 2,814.13	**$ 2,814.13**	0.52749%	**$ 3,692.43**	$ 878.30
GURULE II, SEVASTIAN E	2/13/2021	$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
GURULE, BRITTANY S		$13.226	32	32	32	32	128	$ 1,692.93		**$ 1,692.93**	0.31733%	**$ 2,221.30**	$ 528.37
GURULE, GERALDINE A		$26.710	8	8	8	8	32	$ 854.72		**$ 854.72**	0.16021%	**$ 1,121.48**	$ 266.76
GURULE, MICHELLE A		$21.409	8	8	8	8	32	$ 685.09		**$ 685.09**	0.12842%	**$ 898.91**	$ 213.82
GURULE, STEVEN G		$15.433	8	5	6	8	27	$ 416.69		**$ 416.69**	0.07811%	**$ 546.74**	$ 130.05
GUTIERREZ, ESTEVAN	6/26/2020	$16.287	32	32	32	32	128	$ 2,084.74		**$ 2,084.74**	0.39077%	**$ 2,735.39**	$ 650.65
GUTIERREZ, P MICHELLE M		$24.509	8	8	8	8	32	$ 784.29		**$ 784.29**	0.14701%	**$ 1,029.07**	$ 244.78

GUTIERREZ, RAY A		$17.218	8	8	8	8	32	$ 550.98	$ 570.23	**$ 570.23**	0.10689%	**$ 748.20**	$ 177.97
HARDING, MATTHEW D		$18.727	32	32	32	32	128	$ 2,397.06		**$ 2,397.06**	0.44931%	**$ 3,145.19**	$ 748.13
HEACOX, MARY K		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
HERING, MICHAEL J	12/31/2020	$23.687	32	32	32	32	128	$ 3,031.94		**$ 3,031.94**	0.56832%	**$ 3,978.21**	$ 946.28
HERNANDEZ, APOLLO J		$17.833	8	8	8	8	32	$ 570.66		**$ 570.66**	0.10697%	**$ 748.76**	$ 178.10
HERNANDEZ, CARLOS	11/30/2020	$13.491	32	8	8	8	56	$ 755.50		**$ 755.50**	0.14161%	**$ 991.29**	$ 235.79
HERNANDEZ, CLAUDIA O		$14.125	32	32	32	32	128	$ 1,808.00		**$ 1,808.00**	0.33890%	**$ 2,372.28**	$ 564.28
HERNANDEZ, FELIPE J		$13.661	32	32	32	32	128	$ 1,748.61		**$ 1,748.61**	0.32776%	**$ 2,294.35**	$ 545.75
HERNANDEZ, FERNANDO B		$21.637	32	32	32	32	128	$ 2,769.54		**$ 2,769.54**	0.51913%	**$ 3,633.92**	$ 864.38
HERRERA, FELIX C		$37.832	8	0	8	8	24	$ 907.97		**$ 907.97**	0.17019%	**$ 1,191.35**	$ 283.38
HERRERA, PAUL A		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
HERRERA, TOMAS L		$23.106	8	8	8	8	32	$ 739.39		**$ 739.39**	0.13859%	**$ 970.16**	$ 230.77
HILL, ANDREW T		$13.887	8	8	8	8	32	$ 444.38		**$ 444.38**	0.08330%	**$ 583.08**	$ 138.69
HOLLAND III, TOWNSEND S		$40.681	8	8	8	8	32	$ 1,301.79		**$ 1,301.79**	0.24401%	**$ 1,708.09**	$ 406.29
HOLMES, NICKOLUS J		$13.226	32	32	32	32	128	$ 1,692.93		**$ 1,692.93**	0.31733%	**$ 2,221.30**	$ 528.37
HOLMES, RANDAL L		$15.420	0	32	32	32	96	$ 1,480.32		**$ 1,480.32**	0.27748%	**$ 1,942.33**	$ 462.01
HOOK, ALAN G		$32.382	4	8	8	8	28	$ 906.70		**$ 906.70**	0.16995%	**$ 1,189.68**	$ 282.98
HOWLEY, CLAUDINE N		$32.029	4	8	12	12	36	$ 1,153.04		**$ 1,153.04**	0.21613%	**$ 1,512.91**	$ 359.87
HUEY, BILL		$38.603	8	8	8	8	32	$ 1,235.30		**$ 1,235.30**	0.23155%	**$ 1,620.84**	$ 385.54
HUSSEY, MARK A		$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
JARAMILLO, ANTHONY A		$19.265	8	8	8	8	32	$ 616.48		**$ 616.48**	0.11556%	**$ 808.89**	$ 192.41
JARAMILLO, DAVID M		$19.932	8	8	8	8	32	$ 637.82		**$ 637.82**	0.11956%	**$ 836.89**	$ 199.07
JARAMILLO, VINCENT M		$14.874	8	7	8	8	31	$ 461.09	$ 461.63	**$ 461.63**	0.08653%	**$ 605.71**	$ 144.08
JIMENEZ, DOLORES D		$14.372	8	8	8	8	32	$ 459.90		**$ 459.90**	0.08621%	**$ 603.44**	$ 143.54
JIMENEZ, RONALD M		$15.494	8	8	8	8	32	$ 495.81		**$ 495.81**	0.09294%	**$ 650.55**	$ 154.74
JOHANSEN, KRISTIN G		$37.810	8	8	8	8	32	$ 1,209.92		**$ 1,209.92**	0.22679%	**$ 1,587.54**	$ 377.62
JOHNSON, DANIEL M	7/13/2020	$16.880	8	8	8	8	32	$ 540.16	$ 540.35	**$ 540.35**	0.10129%	**$ 709.00**	$ 168.65
JORGENSEN, ROBERT N		$42.010	8	8	8	8	32	$ 1,344.32		**$ 1,344.32**	0.25198%	**$ 1,763.89**	$ 419.57
KAVANAUGH, BILLY		$17.218	8	8	8	8	32	$ 550.98		**$ 550.98**	0.10328%	**$ 722.94**	$ 171.96
KAVANAUGH, TIMOTHY M		$19.255	8	8	8	8	32	$ 616.16		**$ 616.16**	0.11550%	**$ 808.47**	$ 192.31
KEELIN, KODY W		$24.132	8	8	8	8	32	$ 772.22		**$ 772.22**	0.14475%	**$ 1,013.24**	$ 241.01
KENNEDY, DAVID M		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
KERYTE, ANTHONY B		$20.550	8	8	8	8	32	$ 657.60	$ 658.00	**$ 658.00**	0.12334%	**$ 863.36**	$ 205.36
KING, TARA R		$15.966	8	8	8	8	32	$ 510.91		**$ 510.91**	0.09577%	**$ 670.37**	$ 159.46
KNOWLES, MATTHEW P		$19.541	32	32	32	32	128	$ 2,501.25		**$ 2,501.25**	0.46884%	**$ 3,281.90**	$ 780.65
LARA, VICTOR		$13.491	32	32	32	32	128	$ 1,726.85		**$ 1,726.85**	0.32369%	**$ 2,265.80**	$ 538.96
LARRANAGA, DANIEL I		$18.982	5.75	2	2	4.25	14	$ 265.75		**$ 265.75**	0.04981%	**$ 348.69**	$ 82.94
LATOE, TENZIN		$25.250	8	8	8	8	32	$ 808.00		**$ 808.00**	0.15145%	**$ 1,060.18**	$ 252.18
LEDOUX, JOSEPH A		$20.928	8	8	8	8	32	$ 669.70		**$ 669.70**	0.12553%	**$ 878.71**	$ 209.01
LEYBA, DAVID		$23.566	8	8	8	8	32	$ 754.11		**$ 754.11**	0.14135%	**$ 989.47**	$ 235.36
LEYBA, FRANK B		$28.301	8	8	8	8	32	$ 905.63		**$ 905.63**	0.16975%	**$ 1,188.28**	$ 282.65
LEYBA, LEROY J		$18.775	8	8	8	6	30	$ 563.25		**$ 563.25**	0.10558%	**$ 739.04**	$ 175.79
LOGSTON, LEE R		$28.046	8	8	8	8	32	$ 897.47		**$ 897.47**	0.16823%	**$ 1,177.58**	$ 280.10
LOPEZ, ANDRES A		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
LOPEZ, ANITA C		$19.060	8	8	8	8	32	$ 609.92		**$ 609.92**	0.11433%	**$ 800.28**	$ 190.36
LOPEZ, BARBARA V		$27.889	32	32	32	32	128	$ 3,569.79		**$ 3,569.79**	0.66913%	**$ 4,683.94**	$ 1,114.14
LOPEZ, BENNETT		$26.384	8	8	8	8	32	$ 844.29		**$ 844.29**	0.15826%	**$ 1,107.79**	$ 263.51
LOPEZ, DESIREE C		$13.491	8	8	8	8	32	$ 431.71	$ 445.05	**$ 445.05**	0.08342%	**$ 583.95**	$ 138.90
LOPEZ, DOMINIC A		$17.218	5.5	1	4.75	2	13.25	$ 228.14		**$ 228.14**	0.04276%	**$ 299.34**	$ 71.20
LOPEZ, ELLIA		$16.398	32	32	32	32	128	$ 2,098.94		**$ 2,098.94**	0.39343%	**$ 2,754.03**	$ 655.09
LOPEZ, LEEANN		$16.287	8	8	8	8	32	$ 521.18		**$ 521.18**	0.09769%	**$ 683.85**	$ 162.66
LOPEZ, NATHANIEL M		$17.000	8	8	8	8	32	$ 544.00	$ 545.73	**$ 545.73**	0.10229%	**$ 716.05**	$ 170.32
LOPEZ, PATRICIO J		$17.218	4.5	0.5	1.25	0	6.25	$ 107.61		**$ 107.61**	0.02017%	**$ 141.20**	$ 33.59
LOPEZ, RANDY K		$17.859	8	8	8	8	32	$ 571.49		**$ 571.49**	0.10712%	**$ 749.85**	$ 178.36
LOPEZ, TED J		$22.621	8	8	8	8	32	$ 723.87		**$ 723.87**	0.13568%	**$ 949.79**	$ 225.92
LOPEZ, VICTOR M		$13.784	32	32	32	32	128	$ 1,764.35		**$ 1,764.35**	0.33072%	**$ 2,315.01**	$ 550.66
LOPEZ, VINCENT J		$16.046	8	8	8	8	32	$ 513.47		**$ 513.47**	0.09625%	**$ 673.73**	$ 160.26
LOVATO, ANTHONY M		$13.226	32	32	32	32	128	$ 1,692.93		**$ 1,692.93**	0.31733%	**$ 2,221.30**	$ 528.37
LOVATO, CELSO T		$14.898	8	8	8	8	32	$ 476.74		**$ 476.74**	0.08936%	**$ 625.53**	$ 148.79
LOVATO, CORRINA		$14.165	8	8	7	6	29	$ 410.79		**$ 410.79**	0.07700%	**$ 538.99**	$ 128.21
LOVATO, ELOY M		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
LOVATO, PORFIRIO D		$24.705	8	8	8	8	32	$ 790.56		**$ 790.56**	0.14819%	**$ 1,037.30**	$ 246.74
LOVATO, WILLIAM C		$13.226	8	8	8	8	32	$ 423.23		**$ 423.23**	0.07933%	**$ 555.32**	$ 132.09
LUCERO JR, RON L		$16.916	8	8	8	8	32	$ 541.31	$ 554.01	**$ 554.01**	0.10385%	**$ 726.92**	$ 172.91
LUCERO, ALBERT V		$16.916	8	8	8	8	32	$ 541.31		**$ 541.31**	0.10147%	**$ 710.26**	$ 168.95
LUCERO, ANGELA O		$13.889	32	32	32	32	128	$ 1,777.79		**$ 1,777.79**	0.33324%	**$ 2,332.65**	$ 554.85
LUCERO, CHRISTOPHER L		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97

LUCERO, DAVID L		$16.880	6	6.75	8	8	28.75	$ 485.30	$ 500.31	**$ 500.31**	0.09378%	**$ 656.46**	$ 156.15
LUCERO, HENRY G		$22.308	32	32	32	32	128	$ 2,855.42		**$ 2,855.42**	0.53523%	**$ 3,746.61**	$ 891.19
LUCERO, JOSEPH W		$17.791	8	8	8	8	32	$ 569.31		**$ 569.31**	0.10671%	**$ 747.00**	$ 177.68
LUCERO, JOSHUA M		$17.218	32	32	32	32	128	$ 2,203.90		**$ 2,203.90**	0.41311%	**$ 2,891.75**	$ 687.85
LUCERO, LADD L	9/30/2020	$24.610	8	8	8	8	32	$ 787.52		**$ 787.52**	0.14762%	**$ 1,033.31**	$ 245.79
LUCERO, MIGUEL N	10/9/2020	$13.493	32	32	32	32	128	$ 1,727.10		**$ 1,727.10**	0.32373%	**$ 2,266.14**	$ 539.03
LUCERO, TERESA A	7/13/2020	$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
LUCERO, VICTOR S		$30.330	8	8	8	8	32	$ 970.56		**$ 970.56**	0.18193%	**$ 1,273.48**	$ 302.92
LUGO, JORGE E		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
LUJAN, JEREMY JOSEPH		$16.880	6	8	8	8	30	$ 506.40		**$ 506.40**	0.09492%	**$ 664.45**	$ 158.05
LUJAN, JOHN A		$31.081	8	8	8	8	32	$ 994.59		**$ 994.59**	0.18643%	**$ 1,305.01**	$ 310.42
LUJAN, JOSE P		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
LUJAN, MARY C		$16.285	32	32	32	32	128	$ 2,084.48		**$ 2,084.48**	0.39072%	**$ 2,735.05**	$ 650.57
LUJAN, MATTHEW F		$18.982	6.75	7.75	8	0.5	23	$ 436.59	$ 444.91	**$ 444.91**	0.08340%	**$ 583.77**	$ 138.86
LUJAN, PATRICK F		$21.721	8	8	8	8	32	$ 695.07		**$ 695.07**	0.13029%	**$ 912.01**	$ 216.93
MACHALINSKI, MICHAEL J	9/11/2020	$12.596	32	32	32	32	128	$ 1,612.29		**$ 1,612.29**	0.30221%	**$ 2,115.49**	$ 503.20
MAES, MONIQUE M		$23.568	8	8	8	8	32	$ 754.18		**$ 754.18**	0.14137%	**$ 989.56**	$ 235.38
MAESE, RICHARD P		$17.218	8	8	8	8	32	$ 550.98		**$ 550.98**	0.10328%	**$ 722.94**	$ 171.96
MAESTAS, ELIZABETH R	5/28/2020	$16.880	0	0	0	0	0	$ -		**$ -**	0.00000%	**$ -**	$ -
MAESTAS, LISA L		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
MALCZEWSKI, MATTHEW A		$17.218	8	8	8	8	32	$ 550.98	$ 567.89	**$ 567.89**	0.10645%	**$ 745.13**	$ 177.24
MANSKE, COLE S	7/6/2020	$13.887	8	8	8	8	32	$ 444.38	$ 447.38	**$ 447.38**	0.08386%	**$ 587.01**	$ 139.63
MANZANARES, ADRIAN M		$19.932	8	8	8	8	32	$ 637.82		**$ 637.82**	0.11956%	**$ 836.89**	$ 199.07
MARES, JEFFREY A		$21.585	8	8	8	8	32	$ 690.72		**$ 690.72**	0.12947%	**$ 906.30**	$ 215.58
MARIANI, LUCINDA C		$14.981	32	32	32	32	128	$ 1,917.57		**$ 1,917.57**	0.35944%	**$ 2,516.05**	$ 598.48
MARIMAN, DENISE M		$14.165	8	8	8	8	32	$ 453.28	$ 453.78	**$ 453.78**	0.08506%	**$ 595.41**	$ 141.63
MARQUEZ, DORA A		$31.187	8	8	8	8	32	$ 997.98		**$ 997.98**	0.18707%	**$ 1,309.46**	$ 311.47
MARQUEZ, KATHLEEN M		$20.022	7	7.5	8	8	30.5	$ 610.67		**$ 610.67**	0.11447%	**$ 801.26**	$ 190.59
MARQUEZ, RYAN K		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
MARTINEZ, ALEXIS M	9/27/2020	$13.887	8	8	8	8	32	$ 444.38		**$ 444.38**	0.08330%	**$ 583.08**	$ 138.69
MARTINEZ, CHRISTOPHER		$24.817	32	32	32	32	128	$ 3,176.58		**$ 3,176.58**	0.59543%	**$ 4,168.00**	$ 991.42
MARTINEZ, FLORA L	7/10/2020	$26.000	8	8	8	8	32	$ 832.00		**$ 832.00**	0.15595%	**$ 1,091.67**	$ 259.67
MARTINEZ, GARY F		$29.386	8	8	8	8	32	$ 940.35		**$ 940.35**	0.17626%	**$ 1,233.84**	$ 293.49
MARTINEZ, GILBERT H		$23.368	8	8	8	8	32	$ 747.78		**$ 747.78**	0.14017%	**$ 981.16**	$ 233.38
MARTINEZ, JACOB T		$13.226	8	8	8	8	32	$ 423.23	$ 424.56	**$ 424.56**	0.07958%	**$ 557.07**	$ 132.51
MARTINEZ, JAMES A JR	5/29/2020	$37.710	8	8	0	0	16	$ 603.36		**$ 603.36**	0.11310%	**$ 791.67**	$ 188.31
MARTINEZ, JARED D		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
MARTINEZ, JASON F		$16.288	7	8	8	8	31	$ 504.93	$ 532.52	**$ 532.52**	0.09982%	**$ 698.72**	$ 166.20
MARTINEZ, JASON H		$23.481	8	6	8	8	30	$ 704.43		**$ 704.43**	0.13204%	**$ 924.28**	$ 219.85
MARTINEZ, JEFFREY M	12/1/2020	$20.312	8	8	8	8	32	$ 649.98		**$ 649.98**	0.12184%	**$ 852.85**	$ 202.86
MARTINEZ, JEREMY L		$15.449	8	8	8	8	32	$ 494.37		**$ 494.37**	0.09267%	**$ 648.66**	$ 154.29
MARTINEZ, JEREMY M		$26.186	8	8	8	8	32	$ 837.95		**$ 837.95**	0.15707%	**$ 1,099.48**	$ 261.53
MARTINEZ, JOHN A	12/4/2020	$17.458	8	8	8	8	32	$ 558.66		**$ 558.66**	0.10472%	**$ 733.01**	$ 174.36
MARTINEZ, KRISTEN N		$21.975	8	8	8	4	28	$ 615.30	$ 626.92	**$ 626.92**	0.11751%	**$ 822.58**	$ 195.66
MARTINEZ, LISA E	9/25/2020	$12.596	32	24	32	32	120	$ 1,511.52		**$ 1,511.52**	0.28332%	**$ 1,983.27**	$ 471.75
MARTINEZ, LOREN D		$20.356	8	8	8	8	32	$ 651.39		**$ 651.39**	0.12210%	**$ 854.69**	$ 203.30
MARTINEZ, MARIE L		$16.285	8	12	8	8	36	$ 586.26		**$ 586.26**	0.10989%	**$ 769.23**	$ 182.97
MARTINEZ, MARIO D		$34.809	8	8	8	4	28	$ 974.65		**$ 974.65**	0.18269%	**$ 1,278.84**	$ 304.19
MARTINEZ, NATHAN L		$16.398	32	32	32	32	128	$ 2,098.94		**$ 2,098.94**	0.39343%	**$ 2,754.03**	$ 655.09
MARTINEZ, NOEL		$30.427	8	8	8	8	32	$ 973.66		**$ 973.66**	0.18251%	**$ 1,277.55**	$ 303.88
MARTINEZ, RAUL		$24.713	8	8	8	8	32	$ 790.82		**$ 790.82**	0.14823%	**$ 1,037.63**	$ 246.82
MARTINEZ, STEVE A		$15.430	7	8	8	8	31	$ 478.33		**$ 478.33**	0.08966%	**$ 627.62**	$ 149.29
MARTINEZ, THERESE		$16.287	32	8	8	8	56	$ 912.07		**$ 912.07**	0.17096%	**$ 1,196.73**	$ 284.66
MARTINEZ, WESLEY F		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
MARTINEZ, YOLANDA L		$24.326	8	8	8	8	32	$ 778.43		**$ 778.43**	0.14591%	**$ 1,021.38**	$ 242.95
MASCARENAS, BRIAN E		$33.120	8	8	8	8	32	$ 1,059.84	$ 1,101.08	**$ 1,101.08**	0.20639%	**$ 1,444.73**	$ 343.65
MASHBURN, FRED		$36.963	8	8	8	8	32	$ 1,182.82		**$ 1,182.82**	0.22171%	**$ 1,551.98**	$ 369.16
MCCULLEY, LANI JO		$23.752	8	8	8	8	32	$ 760.06		**$ 760.06**	0.14247%	**$ 997.28**	$ 237.22
MCDEARMID, ELIZABETH T		$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
MCMAHAN, DIAMOND J	9/25/2020	$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
MEDINA, JESSE J		$16.880	8	8	8	8	32	$ 540.16	$ 543.08	**$ 543.08**	0.10180%	**$ 712.58**	$ 169.50
MENDONCA, CARLOS M		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
MENDONCA, ORLANDO S		$31.043	8	8	8	8	32	$ 993.38		**$ 993.38**	0.18620%	**$ 1,303.41**	$ 310.04
MENDOZA, ARMINDA		$13.491	32	32	32	32	128	$ 1,726.85		**$ 1,726.85**	0.32369%	**$ 2,265.80**	$ 538.96
MESSER, BARBARA		$21.975	8	0	8	8	24	$ 527.40		**$ 527.40**	0.09886%	**$ 692.00**	$ 164.60
MILLER, ANGELA C		$16.293	32	32	32	32	128	$ 2,085.50		**$ 2,085.50**	0.39091%	**$ 2,736.40**	$ 650.89
MILLER, BRAD T		$14.582	8	8	8	4	28	$ 408.30		**$ 408.30**	0.07653%	**$ 535.73**	$ 127.43

MILLER, DANETTE M		$13.491	32	32	32	32	128	$ 1,726.85		**$ 1,726.85**	0.32369%	**$ 2,265.80**	$ 538.96
MILLER, EDWARD CHRISTOPHER		$31.985	8	8	8	8	32	$ 1,023.52		**$ 1,023.52**	0.19185%	**$ 1,342.96**	$ 319.44
MILLER, GEORGE S		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
MILLER, JOHN R	6/19/2020	$16.880	5.5	2	2.5	2	12	$ 202.56		**$ 202.56**	0.03797%	**$ 265.78**	$ 63.22
MOATS, EVELYN T		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
MONDRAGON, GLORIA E		$17.218	8	8	8	8	32	$ 550.98	$ 554.04	**$ 554.04**	0.10385%	**$ 726.96**	$ 172.92
MONDRAGON, JEROME M		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
MONDRAGON, JEROME T		$13.491	0	32	32	0	64	$ 863.42		**$ 863.42**	0.16184%	**$ 1,132.90**	$ 269.48
MONTANO, FREDDY A		$13.701	5	8	8	8	29	$ 397.33		**$ 397.33**	0.07448%	**$ 521.34**	$ 124.01
MONTANO, JARED A		$13.226	8	8	8	8	32	$ 423.23		**$ 423.23**	0.07933%	**$ 555.32**	$ 132.09
MONTANO, KATHLEEN		$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
MONTANO, PHILLIP G		$17.218	32	30	32	32	126	$ 2,169.47		**$ 2,169.47**	0.40665%	**$ 2,846.57**	$ 677.10
MONTES, ARTURO M		$13.226	8	8	8	8	32	$ 423.23		**$ 423.23**	0.07933%	**$ 555.32**	$ 132.09
MONTOYA, BRYAN C		$30.210	8	8	8	8	32	$ 966.72		**$ 966.72**	0.18121%	**$ 1,268.44**	$ 301.72
MONTOYA, BRYAN R	5/29/2020	$24.737	0	0	0	0	0	$ -		**$ -**	0.00000%	**$ -**	$ -
MONTOYA, CRISTY J		$15.519	8	8	8	8	32	$ 496.61		**$ 496.61**	0.09309%	**$ 651.60**	$ 154.99
MONTOYA, FRANK R	12/31/2020	$28.301	8	8	8	8	32	$ 905.63		**$ 905.63**	0.16975%	**$ 1,188.28**	$ 282.65
MONTOYA, GENE A	6/30/2020	$29.046	8	8	8	0	24	$ 697.10		**$ 697.10**	0.13067%	**$ 914.67**	$ 217.57
MONTOYA, MARK		$18.229	8	8	8	8	32	$ 583.33		**$ 583.33**	0.10934%	**$ 765.39**	$ 182.06
MONTOYA, RYAN T		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
MOORE, WILLIAM A	8/7/2020	$23.073	0	0	0	0	0	$ -		**$ -**	0.00000%	**$ -**	$ -
MOQUINO, GARY S		$28.455	8	8	8	8	32	$ 910.56		**$ 910.56**	0.17068%	**$ 1,194.75**	$ 284.19
MORA, SUSAN		$19.520	8	8	8	8	32	$ 624.64		**$ 624.64**	0.11708%	**$ 819.59**	$ 194.95
MORALES, MICHELLE A		$15.670	8	8	8	8	32	$ 501.44		**$ 501.44**	0.09399%	**$ 657.94**	$ 156.50
MORFIN, IVAN		$13.226	32	32	32	32	128	$ 1,692.93		**$ 1,692.93**	0.31733%	**$ 2,221.30**	$ 528.37
MOYA, IGNACIO T		$13.926	8	8	8	8	32	$ 445.63		**$ 445.63**	0.08353%	**$ 584.72**	$ 139.08
MUELLER, ANTHONY S		$13.887	8	8	8	8	32	$ 444.38	$ 453.63	**$ 453.63**	0.08503%	**$ 595.21**	$ 141.58
MUNOZ, CARLOS R		$16.627	6	7.75	8	8	29.75	$ 494.65		**$ 494.65**	0.09272%	**$ 649.04**	$ 154.38
MUNOZ, SANDRA M		$20.778	8	8	8	8	32	$ 664.90		**$ 664.90**	0.12463%	**$ 872.41**	$ 207.52
NARVAIZ, RICHARD		$19.931	8	8	8	8	32	$ 637.79		**$ 637.79**	0.11955%	**$ 836.85**	$ 199.06
NARVAIZ, ROBERT J		$13.226	0	40	32	0	72	$ 952.27		**$ 952.27**	0.17850%	**$ 1,249.48**	$ 297.21
NAVARRO-CANDELAS, IRENE		$13.226	6	8	8	8	30	$ 396.78		**$ 396.78**	0.07437%	**$ 520.62**	$ 123.84
NORIEGA, VIRGINIA B		$19.681	32	32	32	32	128	$ 2,519.17		**$ 2,519.17**	0.47220%	**$ 3,305.41**	$ 786.24
NEUNUEBEL, JOHN		$28.04			8	8	16	$ 448.64		**$ 448.64**	0.08409%	**$ 588.66**	$ 140.02
OJINAGA, STEVEN		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
OLAGUE, DANIEL		$14.165	6	8	8	8	30	$ 424.95		**$ 424.95**	0.07965%	**$ 557.58**	$ 132.63
OLGUIN, LORETTA S		$26.950	32	31.5	32	26.75	122.25	$ 3,294.64		**$ 3,294.64**	0.61756%	**$ 4,322.90**	$ 1,028.27
OLGUIN, MICHAEL J		$18.750	32	32	32	32	128	$ 2,400.00		**$ 2,400.00**	0.44986%	**$ 3,149.05**	$ 749.05
OREILLY, LYDIA K		$14.165	4	4	8	8	24	$ 339.96	$ 355.16	**$ 355.16**	0.06657%	**$ 466.01**	$ 110.85
ORNELAS, DIEGO K		$13.620	8	8	8	8	32	$ 435.84		**$ 435.84**	0.08170%	**$ 571.87**	$ 136.03
ORNELAS, YESSENIA		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
ORTEGA, DANIEL L		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
ORTEGA, FLORENCIA F		$17.874	8	8	8	8	32	$ 571.97		**$ 571.97**	0.10721%	**$ 750.48**	$ 178.51
ORTEGA, MATTHEW B		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
ORTEGA, MICHAEL D		$21.426	8	8	8	8	32	$ 685.63		**$ 685.63**	0.12852%	**$ 899.62**	$ 213.99
ORTIZ, ANGELA M		$16.398	32	32	32	32	128	$ 2,098.94		**$ 2,098.94**	0.39343%	**$ 2,754.03**	$ 655.09
ORTIZ, BRENDA M	6/30/2020	$19.243	0	0	0	0	0	$ -		**$ -**	0.00000%	**$ -**	$ -
ORTIZ, DOROTHY R	12/15/2020	$19.462	8	8	8	8	32	$ 622.78		**$ 622.78**	0.11674%	**$ 817.16**	$ 194.37
ORTIZ, ERNEST L		$19.702	8	8	8	8	32	$ 630.46		**$ 630.46**	0.11818%	**$ 827.23**	$ 196.77
ORTIZ, ESTEVAN N		$20.569	8	8	8	8	32	$ 658.21	$ 658.70	**$ 658.70**	0.12347%	**$ 864.28**	$ 205.58
ORTIZ, ROBERT O		$20.450	8	8	8	8	32	$ 654.40		**$ 654.40**	0.12266%	**$ 858.64**	$ 204.24
ORTIZ, STEPHANIE C		$16.880	8	8	8	4	28	$ 472.64		**$ 472.64**	0.08859%	**$ 620.15**	$ 147.51
PACHECO, PATRICIO M		$24.745	8	8	8	8	32	$ 791.84		**$ 791.84**	0.14843%	**$ 1,038.98**	$ 247.14
PACHECO, PHILIP M		$31.000	8	8	8	8	32	$ 992.00		**$ 992.00**	0.18594%	**$ 1,301.61**	$ 309.61
PACHECO, TOMMY		$17.218	7	1	3.25	2	13.25	$ 228.14		**$ 228.14**	0.04276%	**$ 299.34**	$ 71.20
PADILLA, ANTHONY D		$19.541	8	8	8	8	32	$ 625.31		**$ 625.31**	0.11721%	**$ 820.47**	$ 195.16
PADILLA, BERNARDINE R		$24.227	8	8	8	8	32	$ 775.26	$ 783.69	**$ 783.69**	0.14690%	**$ 1,028.28**	$ 244.59
PADILLA, LEON E		$13.900	32	32	32	32	128	$ 1,779.20	$ 1,784.39	**$ 1,784.39**	0.33447%	**$ 2,341.30**	$ 556.91
PADILLA, LEONARD		$32.505	8	8	8	8	32	$ 1,040.16		**$ 1,040.16**	0.19497%	**$ 1,364.80**	$ 324.64
PADILLA, MANUEL C		$13.226	8	8	8	8	32	$ 423.23		**$ 423.23**	0.07933%	**$ 555.32**	$ 132.09
PADILLA, SHANE		$27.30			8	8	16	$ 436.80		**$ 436.80**	0.08188%	**$ 573.13**	$ 136.33
PADILLA, TEDDY		$21.50				8	8	$ 172.00		**$ 172.00**	0.03224%	**$ 225.68**	$ 53.68
PARRA, ARTURO		$16.284	8	8	8	8	32	$ 521.09		**$ 521.09**	0.09767%	**$ 683.72**	$ 162.63
PAYNE, DARREN		$14.874	7	8	8	8	31	$ 461.09	$ 461.66	**$ 461.66**	0.08654%	**$ 605.75**	$ 144.09
PAYNE, DERREK A		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
PAYNE, KANDRA L		$13.887	8	8	8	8	32	$ 444.38		**$ 444.38**	0.08330%	**$ 583.08**	$ 138.69
PENA, LAURIE A		$27.887	8	8	8	8	32	$ 892.38		**$ 892.38**	0.16727%	**$ 1,170.90**	$ 278.52

PENA, MERLIN A		$13.226	8	8	8	8	32	$ 423.23	$ 437.01	**$ 437.01**	0.08191%	**$ 573.40**	$ 136.39
PEREA, ISAAC A		$20.928	8	8	8	8	32	$ 669.70		**$ 669.70**	0.12553%	**$ 878.71**	$ 209.01
PEREA, STEPHANIE J		$20.254	8	8	8	8	32	$ 648.13		**$ 648.13**	0.12149%	**$ 850.41**	$ 202.28
PEREA, STEPHANIE J		$15.669	8	8	8	8	32	$ 501.41		**$ 501.41**	0.09399%	**$ 657.90**	$ 156.49
PEREZ, JENNIFER		$15.966	8	8	4	8	28	$ 447.05		**$ 447.05**	0.08380%	**$ 586.57**	$ 139.53
PERRY, AMY L		$13.887	8	4	8	8	28	$ 388.84	$ 389.68	**$ 389.68**	0.07304%	**$ 511.30**	$ 121.62
PETRY, LEO J		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
PIKE, DAVID N		$38.278	8	8	8	8	32	$ 1,224.90		**$ 1,224.90**	0.22960%	**$ 1,607.19**	$ 382.29
PINA, FERNANDO		$16.886	8	8	8	8	32	$ 540.35		**$ 540.35**	0.10129%	**$ 709.00**	$ 168.65
PINKSTON, JOHN		$21.975	32	16	32	32	112	$ 2,461.20	$ 2,463.13	**$ 2,463.13**	0.46170%	**$ 3,231.88**	$ 768.75
PORTER, TAOS J	12/21/2020	$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
PUGLISI, ALEX A	10/31/2020	$44.615	5.5	7.75	8	8	29.25	$ 1,304.99		**$ 1,304.99**	0.24461%	**$ 1,712.28**	$ 407.29
QUESADA-ORTIZ, LINDA M		$22.653	8	8	8	8	32	$ 724.90		**$ 724.90**	0.13588%	**$ 951.14**	$ 226.24
QUINTANA, DUANE E		$19.113	8	8	8	8	32	$ 611.62		**$ 611.62**	0.11464%	**$ 802.50**	$ 190.89
QUINTANA, RICHARD E	11/30/2020	$20.796	7	7.75	7.75	8.5	31	$ 644.68		**$ 644.68**	0.12084%	**$ 845.88**	$ 201.21
RAMIREZ JR, CARLOS		$17.218	6	4	4.5	3.75	18.25	$ 314.23		**$ 314.23**	0.05890%	**$ 412.30**	$ 98.07
RAMONE, GERALD F		$24.477	8	8	8	8	32	$ 783.26	$ 783.81	**$ 783.81**	0.14692%	**$ 1,028.44**	$ 244.63
RANE, ANSON E		$33.787	8	8	8	8	32	$ 1,081.18		**$ 1,081.18**	0.20266%	**$ 1,418.63**	$ 337.44
RAY, SUSAN A		$22.328	32	32	32	32	128	$ 2,857.98		**$ 2,857.98**	0.53571%	**$ 3,749.97**	$ 891.99
REICH, MICHELE G		$21.975	32	32	32	32	128	$ 2,812.80	$ 2,814.13	**$ 2,814.13**	0.52749%	**$ 3,692.43**	$ 878.30
REMALY, VINCE		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
REYNOLDS, SUSAN L		$16.591	32	16	32	32	112	$ 1,858.19	$ 1,859.94	**$ 1,859.94**	0.34863%	**$ 2,440.43**	$ 580.49
RIVERA, ANTHONY		$13.491	32	32	32	32	128	$ 1,726.85		**$ 1,726.85**	0.32369%	**$ 2,265.80**	$ 538.96
RIVERA, KIMBERLY A		$16.364	8	8	8	8	32	$ 523.65		**$ 523.65**	0.09815%	**$ 687.08**	$ 163.43
RIVERA, MIKE J	10/16/2020	$23.566	8	8	8	8	32	$ 754.11		**$ 754.11**	0.14135%	**$ 989.47**	$ 235.36
RIVERA, PETER P		$16.880	8	8	8	8	32	$ 540.16		**$ 540.16**	0.10125%	**$ 708.75**	$ 168.59
RODRIGUEZ, CESAR M		$21.404	8	8	8	0	24	$ 513.70	$ 542.40	**$ 542.40**	0.10167%	**$ 711.68**	$ 169.28
RODRIGUEZ, JANE F		$18.116	8	8	8	8	32	$ 579.71		**$ 579.71**	0.10866%	**$ 760.64**	$ 180.93
RODRIGUEZ, JESUS R		$16.285	8	8	8	8	32	$ 521.12		**$ 521.12**	0.09768%	**$ 683.76**	$ 162.64
RODRIGUEZ, MARTIN R		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
RODRIGUEZ, MONIQUE C		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
RODRIGUEZ, ROGELIO		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
ROIBAL, TEBRINA Y		$15.966	8	8	8	8	32	$ 510.91		**$ 510.91**	0.09577%	**$ 670.37**	$ 159.46
ROLLER, GINA		$15.97				32	32	$ 510.91		**$ 510.91**	0.09577%	**$ 670.37**	$ 159.46
ROLON, ANTHONY C		$34.30	8	8	8	8	32	$ 325.88		**$ 325.88**	0.06108%	**$ 427.59**	$ 101.71
ROMERO, ANDRES R		$13.950	32	32	32	32	128	$ 1,785.60	$ 1,806.60	**$ 1,806.60**	0.33864%	**$ 2,370.45**	$ 563.85
ROMERO, DANIEL P		$21.882	8	6	8	8	30	$ 656.46		**$ 656.46**	0.12305%	**$ 861.34**	$ 204.88
ROMERO, EDWARD H		$37.528	8	8	8	8	32	$ 1,200.90		**$ 1,200.90**	0.22510%	**$ 1,575.70**	$ 374.80
ROMERO, ERIC M		$17.340	7	8	8	8	31	$ 537.54	$ 564.33	**$ 564.33**	0.10578%	**$ 740.46**	$ 176.13
ROMERO, EVA R		$18.078	6	8	8	8	30	$ 542.34		**$ 542.34**	0.10166%	**$ 711.61**	$ 169.27
ROMERO, GILBERT J		$19.273	3	6.75	8	8	25.75	$ 496.28		**$ 496.28**	0.09302%	**$ 651.17**	$ 154.89
ROMERO, JACOB D		$14.982	5	8	8	8	29	$ 434.48		**$ 434.48**	0.08144%	**$ 570.08**	$ 135.60
ROMERO, JOHNNY L		$16.677	32	32	32	32	128	$ 2,134.66		**$ 2,134.66**	0.40013%	**$ 2,800.89**	$ 666.23
ROMERO, JOURDAN L		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
ROMERO, MACKIE M		$37.624	8	8	8	8	32	$ 1,203.97		**$ 1,203.97**	0.22568%	**$ 1,579.73**	$ 375.76
ROMERO, MARISA V		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
ROMERO, MONICA M		$13.636	8	8	8	8	32	$ 436.35		**$ 436.35**	0.08179%	**$ 572.54**	$ 136.19
ROMERO, PATRICK L		$18.706	8	8	8	8	32	$ 598.59		**$ 598.59**	0.11220%	**$ 785.41**	$ 186.82
ROMERO, RAMON F		$18.727	32	32	32	32	128	$ 2,397.06		**$ 2,397.06**	0.44931%	**$ 3,145.19**	$ 748.13
ROMERO, RONALD J		$25.561	8	8	8	8	32	$ 817.95		**$ 817.95**	0.15332%	**$ 1,073.24**	$ 255.29
ROMERO, RUDY L		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
ROMERO, SHARON C		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
ROMEROAVILA, AMANDA L		$23.752	8	8	8	8	32	$ 760.06		**$ 760.06**	0.14247%	**$ 997.28**	$ 237.22
ROMERO-BABCOCK, MICHELLE J		$27.342	7	8	8	8	31	$ 847.60		**$ 847.60**	0.15888%	**$ 1,112.14**	$ 264.54
ROUGEMONT, KARL L		$16.880	8	8	8	8	32	$ 540.16		**$ 540.16**	0.10125%	**$ 708.75**	$ 168.59
ROYBAL, DANNY M		$18.701	7	8	8	8	31	$ 579.73	$ 604.50	**$ 604.50**	0.11331%	**$ 793.17**	$ 188.67
ROYBAL, DAX D		$17.218	32	32	32	32	128	$ 2,203.90		**$ 2,203.90**	0.41311%	**$ 2,891.75**	$ 687.85
ROYBAL, KENNETH A		$13.910	32	32	32	32	128	$ 1,780.48		**$ 1,780.48**	0.33374%	**$ 2,336.17**	$ 555.69
ROYBAL, KEVIN		$17.218	6.25	7.25	8	8	29.5	$ 507.93	$ 514.27	**$ 514.27**	0.09640%	**$ 674.78**	$ 160.51
ROYBAL, ORLANDO		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
ROYBAL, PAUL E		$15.628	8	8	8	8	32	$ 500.10		**$ 500.10**	0.09374%	**$ 656.18**	$ 156.08
RUEDA, ALEJANDRO		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
RUIZ, AUGUSTIN F		$27.677	8	8	8	8	32	$ 885.66		**$ 885.66**	0.16601%	**$ 1,162.08**	$ 276.42
RUIZ, MARCIAL E		$17.218	5	7	2.25	8	22.25	$ 383.10		**$ 383.10**	0.07181%	**$ 502.67**	$ 119.57
SAIZ, MAX PATRICK		$25.427	8	8	8	8	32	$ 813.66		**$ 813.66**	0.15252%	**$ 1,067.61**	$ 253.95
SALAS, SALVADOR S		$17.724	8	8	8	9	33	$ 584.89		**$ 584.89**	0.10963%	**$ 767.44**	$ 182.55
SALAZAR, ALEJANDRINO L		$19.187	8	8	8	8	32	$ 613.98		**$ 613.98**	0.11509%	**$ 805.61**	$ 191.63

SALAZAR, ANDREW		$14.716	8	8	8	8	32	$ 470.91		**$ 470.91**	0.08827%	**$ 617.89**	$ 146.97
SALAZAR, NATHAN P		$29.448	8	0	8	8	24	$ 706.75		**$ 706.75**	0.13248%	**$ 927.33**	$ 220.58
SALAZAR-MEDINA, MOSES E		$20.962	8	0	5	0	13	$ 272.51	$ 290.47	**$ 290.47**	0.05445%	**$ 381.13**	$ 90.66
SALGADO, VICTORIA	1/29/2021	$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
SAMANIEGO, MELISSA F		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
SANCHEZ, ABRAN J		$18.982	5.5	2.25	2	4.25	14	$ 265.75		**$ 265.75**	0.04981%	**$ 348.69**	$ 82.94
SANCHEZ, CARLOS M	10/2/2020	$18.078	32	32	32	32	128	$ 2,313.98		**$ 2,313.98**	0.43374%	**$ 3,036.19**	$ 722.20
SANCHEZ, GERARD S		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
SANCHEZ, JEROME J		$18.050	8	8	8	8	32	$ 577.60		**$ 577.60**	0.10827%	**$ 757.87**	$ 180.27
SANCHEZ, JUAN J	9/11/2020	$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
SANCHEZ, MARK A		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
SANDOVAL, AGUSTINA		$13.491	32	32	32	32	128	$ 1,726.85		**$ 1,726.85**	0.32369%	**$ 2,265.80**	$ 538.96
SANDOVAL, BENJAMIN A		$26.590	16	8	8	8	40	$ 1,063.60		**$ 1,063.60**	0.19936%	**$ 1,395.55**	$ 331.95
SANDOVAL, CELINE R		$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
SANDOVAL, CHARLENE R	10/2/2020	$14.919	32	32	17	32	113	$ 1,685.85		**$ 1,685.85**	0.31600%	**$ 2,212.01**	$ 526.16
SANDOVAL, KRISTOFFER		$17.883	32	32	32	32	128	$ 2,289.02		**$ 2,289.02**	0.42906%	**$ 3,003.44**	$ 714.41
SANDOVAL, LLOYD		$15.617	6	7	2.75	8	23.75	$ 370.90		**$ 370.90**	0.06952%	**$ 486.66**	$ 115.76
SANDOVAL, MAXINE J		$18.919	8	8	8	8	32	$ 605.41		**$ 605.41**	0.11348%	**$ 794.36**	$ 188.95
SANDOVAL, RICOH		$15.617	5.75	6.75	7	7.25	26.75	$ 417.75		**$ 417.75**	0.07831%	**$ 548.14**	$ 130.38
SANDOVAL, THEODORO		$21.798	8	8	8	8	32	$ 697.54		**$ 697.54**	0.13075%	**$ 915.24**	$ 217.70
SARGENT, FREDRICK M	10/21/2020	$13.491	8	8	8	8	32	$ 431.71	$ 444.16	**$ 444.16**	0.08325%	**$ 582.78**	$ 138.62
SARGENT, MARISA G		$21.648	32	32	32	32	128	$ 2,770.94		**$ 2,770.94**	0.51939%	**$ 3,635.76**	$ 864.82
SCHOEN, PAULA A		$13.887	32	32	32	32	128	$ 1,777.54		**$ 1,777.54**	0.33319%	**$ 2,332.31**	$ 554.77
SCHWAB, DANIEL		$28.00				8	8	$ 224.00		**$ 224.00**	0.04199%	**$ 293.91**	$ 69.91
SEDILLOS, RUBEN S		$16.880	6	7	7	8	28	$ 472.64	$ 487.14	**$ 487.14**	0.09131%	**$ 639.18**	$ 152.04
SEGURA, MARLENE M	10/30/2020	$15.712	8	8	8	8	32	$ 502.78		**$ 502.78**	0.09424%	**$ 659.70**	$ 156.92
SENA, ISIDRO N		$17.218	5.75	4	4.5	1.5	15.75	$ 271.18		**$ 271.18**	0.05083%	**$ 355.82**	$ 84.64
SENA, JASON D		$21.532	8	8	8	8	32	$ 689.02		**$ 689.02**	0.12915%	**$ 904.07**	$ 215.05
SENA, KEVIN J	5/7/2020	$17.218	1	0	0	0	1	$ 17.22	$ 17.44	**$ 17.44**	0.00327%	**$ 22.88**	$ 5.44
SHAW, LEONA R		$21.406	8	8	8	8	32	$ 684.99		**$ 684.99**	0.12840%	**$ 898.78**	$ 213.79
SILVA, MICHAEL F	10/20/2020	$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
SIQUEIROS, ROBERT M	8/31/2020	$40.874	8	8	8	8	32	$ 1,307.97		**$ 1,307.97**	0.24517%	**$ 1,716.19**	$ 408.22
SLATERHIFF, KRISTIN		$23.75			8	8	16	$ 380.03		**$ 380.03**	0.07123%	**$ 498.64**	$ 118.61
SMITH, KEVIN P		$20.053	8	8	8	8	32	$ 641.70		**$ 641.70**	0.12028%	**$ 841.97**	$ 200.28
SMITH, WILLIAM F		$40.777	8	8	8	8	32	$ 1,304.86		**$ 1,304.86**	0.24459%	**$ 1,712.12**	$ 407.25
SOFIELD, ERIC C		$14.505	32	32	32	32	128	$ 1,856.64		**$ 1,856.64**	0.34801%	**$ 2,436.10**	$ 579.46
SOLIS, SERGIO		$17.218	6.25	6	4.25	2.5	19	$ 327.14		**$ 327.14**	0.06132%	**$ 429.24**	$ 102.10
STACK, JONNA LEIGH		$26.710	8	8	8	8	32	$ 854.72		**$ 854.72**	0.16021%	**$ 1,121.48**	$ 266.76
STANFIELD BOZA, KYLUN W		$14.165	32	32	32	32	128	$ 1,813.12	$ 1,831.12	**$ 1,831.12**	0.34323%	**$ 2,402.62**	$ 571.50
STOCKMAN, CALLIE A		$13.887	8	8	25	32	73	$ 1,013.75	$ 1,015.50	**$ 1,015.50**	0.19035%	**$ 1,332.44**	$ 316.94
STOREY, LISA M		$31.178	8	8	8	8	32	$ 997.70		**$ 997.70**	0.18701%	**$ 1,309.08**	$ 311.38
STOUT, JOANIE E		$16.285	8	8	8	8	32	$ 521.12		**$ 521.12**	0.09768%	**$ 683.76**	$ 162.64
SUAREZ JR, ROLANDO		$17.501	32	32	32	32	128	$ 2,240.13		**$ 2,240.13**	0.41990%	**$ 2,939.28**	$ 699.15
TAPIA, ANDREA J		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
TAPIA, BRENDA L		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
TAPIA, DAVID C		$28.472	8	8	8	8	32	$ 911.10		**$ 911.10**	0.17078%	**$ 1,195.46**	$ 284.36
TAPIA, ERMINIA M		$26.020	8	8	8	8	32	$ 832.64		**$ 832.64**	0.15607%	**$ 1,092.51**	$ 259.87
TAPIA, JIMMY		$16.40		8	8	8	24	$ 393.55		**$ 393.55**	0.07377%	**$ 516.38**	$ 122.83
TAPIA, PAUL		$16.961	32	32	32	32	128	$ 2,171.01		**$ 2,171.01**	0.40694%	**$ 2,848.59**	$ 677.58
TAYLOR, BENJAMIN R		$17.500	32	32	32	32	128	$ 2,240.00		**$ 2,240.00**	0.41987%	**$ 2,939.11**	$ 699.11
TEMPLE, CURT E		$29.984	8	8	8	8	32	$ 959.49		**$ 959.49**	0.17985%	**$ 1,258.95**	$ 299.46
TORRES, LILIANA T	5/22/2020	$15.311	8	4	0	0	12	$ 183.73		**$ 183.73**	0.03444%	**$ 241.08**	$ 57.34
TORRES, MARIO A		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
TORTORICI, TRISTAN D		$31.996	8	8	8	8	32	$ 1,023.87		**$ 1,023.87**	0.19192%	**$ 1,343.43**	$ 319.55
TOYA, JOHNATHAN A		$13.885	8	8	8	8	32	$ 444.32		**$ 444.32**	0.08328%	**$ 582.99**	$ 138.67
TRIGG, ERIK J		$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
TROELSEN, L DONOVAN		$13.89		4	8	8	20	$ 277.74		**$ 277.74**	0.05206%	**$ 364.42**	$ 86.68
TRUJILLO, KEVIN		$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
TRUJILLO, MIKAYLA J		$16.398	8	8	8	8	32	$ 524.74		**$ 524.74**	0.09836%	**$ 688.51**	$ 163.77
TRUJILLO, RICHARD D		$18.118	8	8	8	8	32	$ 579.78		**$ 579.78**	0.10868%	**$ 760.73**	$ 180.95
TRUJILLO, VALERIE J		$15.617	8	8	8	8	32	$ 499.74		**$ 499.74**	0.09367%	**$ 655.72**	$ 155.97
TSO OLIVAS, EVANGELINE		$18.078	7.5	8	8	8	31.5	$ 569.46		**$ 569.46**	0.10674%	**$ 747.19**	$ 177.73
TUNING, DUSTEN		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
ULIBARRI, JOLENE		$13.491	8	8	4	8	28	$ 377.75		**$ 377.75**	0.07081%	**$ 495.64**	$ 117.90
VALDEZ, ALBERT A		$17.218	6.75	7.75	2.25	7.75	24.5	$ 421.84	$ 431.54	**$ 431.54**	0.08089%	**$ 566.23**	$ 134.69
VALDEZ, ANDREW L		$14.978	32	32	32	32	128	$ 1,917.18	$ 1,963.85	**$ 1,963.85**	0.36811%	**$ 2,576.77**	$ 612.92
VALDEZ, CHARLENE L		$15.966	8	8	8	8	32	$ 510.91		**$ 510.91**	0.09577%	**$ 670.37**	$ 159.46

VALDEZ, ELENA V		$21.544	8	8	8	8	32	$ 689.41	$ 689.84	**$ 689.84**	0.12931%	**$ 905.14**	$ 215.30
VALDEZ-STEHLE, MARGARITA		$17.666	8	8	8	8	32	$ 565.31		**$ 565.31**	0.10596%	**$ 741.75**	$ 176.44
VALDOZ, LEWIS T		$14.165	32	32	32	32	128	$ 1,813.12	$ 1,815.12	**$ 1,815.12**	0.34023%	**$ 2,381.63**	$ 566.51
VALENCIA, ANDREW P		$14.874	8	8	8	8	32	$ 475.97		**$ 475.97**	0.08922%	**$ 624.52**	$ 148.55
VALENCIA, CARLA		$13.491	32	32	32	32	128	$ 1,726.85		**$ 1,726.85**	0.32369%	**$ 2,265.80**	$ 538.96
VALENCIA, ISAAC R		$17.218	8	8	8	7.25	31.25	$ 538.06	$ 550.00	**$ 550.00**	0.10309%	**$ 721.66**	$ 171.66
VALENCIA, JASON		$33.132	8	8	8	8	32	$ 1,060.22		**$ 1,060.22**	0.19873%	**$ 1,391.12**	$ 330.90
VALENCIA, MICHAEL L		$17.218	8	8	8	8	32	$ 550.98		**$ 550.98**	0.10328%	**$ 722.94**	$ 171.96
VALENCIA, REYNALDO		$27.133	6.75	8	8	8	30.75	$ 834.34		**$ 834.34**	0.15639%	**$ 1,094.74**	$ 260.40
VALENTINE, RICHARD A		$27.340	8	8	8	8	32	$ 874.88		**$ 874.88**	0.16399%	**$ 1,147.93**	$ 273.05
VALENZUELA, CAXEME V		$13.491	8	8	8	8	32	$ 431.71	$ 443.71	**$ 443.71**	0.08317%	**$ 582.19**	$ 138.48
VARELA, EUVERIO		$23.073	8	8	8	8	32	$ 738.34		**$ 738.34**	0.13840%	**$ 968.77**	$ 230.44
VARELA, MATTHEW P		$31.081	8	8	8	8	32	$ 994.59		**$ 994.59**	0.18643%	**$ 1,305.01**	$ 310.42
VARGAS, JERRY P	7/9/2020	$26.061	0	0	0	0	0	$ -	$ -	**$ -**	0.00000%	**$ -**	$ -
VARGAS, KATHLEEN D		$18.697	8	8	8	8	32	$ 598.30		**$ 598.30**	0.11215%	**$ 785.04**	$ 186.73
VARGAS, LUKE L		$18.078	8	8	8	8	32	$ 578.50		**$ 578.50**	0.10844%	**$ 759.05**	$ 180.55
VELARDE, MANUEL C	9/30/2020	$20.819	8	8	8	8	32	$ 666.21		**$ 666.21**	0.12488%	**$ 874.13**	$ 207.93
VELARDE, VICTORIA E		$15.966	8	8	8	8	32	$ 510.91		**$ 510.91**	0.09577%	**$ 670.37**	$ 159.46
VELASCO, ANTONIO D	6/26/2020	$17.218	7.5	8	8	8	31.5	$ 542.37	$ 551.89	**$ 551.89**	0.10345%	**$ 724.14**	$ 172.25
VELASCO, MARIE P		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
VERHAAGEN, CHELSEA M	1/16/2021	$14.165	8	8	8	8	32	$ 453.28		**$ 453.28**	0.08496%	**$ 594.75**	$ 141.47
VIALPANDO, DAVID		$20.928	8	8	8	7	31	$ 648.77		**$ 648.77**	0.12161%	**$ 851.25**	$ 202.48
VIGIL, ANNA M		$19.726	8	8	8	8	32	$ 631.23		**$ 631.23**	0.11832%	**$ 828.24**	$ 197.01
VIGIL, ARCY D		$20.759	8	8	8	8	32	$ 664.29	$ 688.40	**$ 688.40**	0.12904%	**$ 903.25**	$ 214.85
VIGIL, CARLA D		$16.794	32	32	32	32	128	$ 2,149.63		**$ 2,149.63**	0.40293%	**$ 2,820.54**	$ 670.91
VIGIL, CHRIS G		$16.392	8	8	8	8	32	$ 524.54		**$ 524.54**	0.09832%	**$ 688.26**	$ 163.71
VIGIL, DANIEL E		$23.899	8	8	8	8	32	$ 764.77		**$ 764.77**	0.14335%	**$ 1,003.45**	$ 238.69
VIGIL, EDWARD J		$30.949	8	8	8	8	32	$ 990.37		**$ 990.37**	0.18564%	**$ 1,299.47**	$ 309.10
VIGIL, FRANCINE B		$16.287	32	32	32	32	128	$ 2,084.74		**$ 2,084.74**	0.39077%	**$ 2,735.39**	$ 650.65
VIGIL, GABRIEL A		$19.060	8	8	8	8	32	$ 609.92		**$ 609.92**	0.11433%	**$ 800.28**	$ 190.36
VIGIL, GAIL L		$26.186	31	0	32	32	95	$ 2,487.67		**$ 2,487.67**	0.46630%	**$ 3,264.08**	$ 776.41
VIGIL, GENE P		$25.409	8	8	8	8	32	$ 813.09		**$ 813.09**	0.15241%	**$ 1,066.86**	$ 253.77
VIGIL, JASON R		$13.226	8	8	8	8	32	$ 423.23		**$ 423.23**	0.07933%	**$ 555.32**	$ 132.09
VIGIL, JOHN ARSENIO	12/25/2020	$17.551	8	8	8	8	32	$ 561.63	$ 562.03	**$ 562.03**	0.10535%	**$ 737.44**	$ 175.41
VIGIL, JOHN G		$17.210	8	8	8	8	32	$ 550.72		**$ 550.72**	0.10323%	**$ 722.60**	$ 171.88
VIGIL, MANUEL R		$18.392	6.25	8	8	8	30.25	$ 556.36		**$ 556.36**	0.10429%	**$ 730.00**	$ 173.64
VIGIL, MARK E		$23.321	0	32	32	0	64	$ 1,492.54		**$ 1,492.54**	0.27977%	**$ 1,958.37**	$ 465.83
VIGIL, MYALEE K		$15.617	32	32	32	32	128	$ 1,998.98		**$ 1,998.98**	0.37469%	**$ 2,622.86**	$ 623.89
VIGIL, RANDY		$21.035	0	0	0	0	0	$ -		**$ -**	0.00000%	**$ -**	$ -
VIGIL, SAVANNA M		$16.284	8	8	8	8	32	$ 521.09		**$ 521.09**	0.09767%	**$ 683.72**	$ 162.63
VIGIL, SHIRLEY		$14.165	32	32	32	32	128	$ 1,813.12		**$ 1,813.12**	0.33986%	**$ 2,379.00**	$ 565.88
VIGIL, TIM D		$23.073	8	8	8	8	32	$ 738.34		**$ 738.34**	0.13840%	**$ 968.77**	$ 230.44
VILLA, CRISTINA A		$18.117	8	8	8	8	32	$ 579.74		**$ 579.74**	0.10867%	**$ 760.68**	$ 180.94
WENDT, HEATHER N		$13.905	8	8	8	8	32	$ 444.96		**$ 444.96**	0.08340%	**$ 583.83**	$ 138.87
WHITE, NICOLE M		$21.544	30.25	11.75	28	26.5	96.5	$ 2,079.00	$ 2,090.49	**$ 2,090.49**	0.39185%	**$ 2,742.94**	$ 652.45
WILKENS, ANDREW J		$13.226	8	8	8	8	32	$ 423.23		**$ 423.23**	0.07933%	**$ 555.32**	$ 132.09
WOODMAN, DANIELLE R		$19.883	8	8	8	8	32	$ 636.26		**$ 636.26**	0.11926%	**$ 834.83**	$ 198.58
WRIGHT, WANDA		$13.491	8	8	8	8	32	$ 431.71		**$ 431.71**	0.08092%	**$ 566.45**	$ 134.74
WYNANT, DONNA J		$28.654	8	8	8	8	32	$ 916.93		**$ 916.93**	0.17187%	**$ 1,203.10**	$ 286.18
YARDMAN, ELAINE B	11/30/2020	$26.286	8	8	8	8	32	$ 841.15		**$ 841.15**	0.15767%	**$ 1,103.68**	$ 262.53
YNGVE, LEAH		$30.000	8	8	8	0	24	$ 720.00		**$ 720.00**	0.13496%	**$ 944.71**	$ 224.71
ZIMPLEMAN, DANNY J		$19.573	8	8	8	8	32	$ 626.34	$ 642.41	**$ 642.41**	0.12042%	**$ 842.91**	$ 200.50
							Total:	**$ 532,557.42**		**$ 533,494.57**	**100.00000%**	**$ 700,000.00**	**$ 166,505.44**

Employees with Shift Diff (Ex. B)

BDD Employees left off initial (Ex. C)

BDD Employees with Settlement (Ex. D)

Probationary Employees (Ex. E)

RELEASE OF CLAIMS
FOR THE CITY OF SANTA FE

Re: No. D-202-CV-2018-08036, *City of Albuquerque, et al v. Stephanie Schardin Clarke and New Mexico Taxation and Revenue Department,* in the Second Judicial District Court of New Mexico (the "Lawsuit")

In the above-referenced Lawsuit, Petitioners are 44 municipalities and counties, including the City of Santa Fe ("Santa Fe"), in this state (collectively "Petitioners"), and Respondents are the New Mexico Taxation and Revenue Department and its Cabinet Secretary (collectively the "Department"). Petitioners and the Department shall be referred to as the "Parties," collectively.

By a Mediation Settlement Agreement, dated September 7, 2021, the Parties reached an agreement to settlement and compromise the claims asserted in the Lawsuit, *subject to approval by (1) the respective governing bodies of Petitioners and (2) the Cabinet Secretary of the Department*. Under the Mediation Settlement Agreement, the Department, among other things, has agreed to pay certain amounts in settlement of any and all claims that have been asserted or could have been asserted by Petitioners in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax under NMSA 1978, § 7-1-6.15 through May 31, 2021. Also, among other things, Petitioners have agreed to release any and all claims that have been asserted or could have been asserted by Petitioners, respectively, in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax to Petitioners, respectively, under NMSA 1978, § 7-1-6.15 through May 31, 2021.

Release by Santa Fe in favor of TRD

In exchange for the payment made or to be made by the Department and other valid and sufficient consideration provided by the Department to Santa Fe, Santa Fe, for itself and its legal representatives, successors and assigns, hereby RELEASE AND DISCHARGE the Department and its legal representatives, successors, assigns, agents, attorneys, and all other persons or entities to whom or for whose conduct the Department may be liable (collectively "the Department Released Parties"), from any and all claims, demands and causes of action of whatever nature, whether known or unknown, whether in contract or in tort, arising under or by virtue of any statute or regulation or under common law, for any losses or claims of any kind, including but not limited to claims for damages and/or economic losses and/or attorneys' fees, which have accrued or may accrue to Santa Fe relating to reductions

that the Department made to distributions of gross receipts tax under NMSA 1978, § 7-1-6.15 through May 31, 2021.

Representations and Warranties

The undersigned, on behalf of Santa Fe and its legal representatives, successors and assigns, hereby represents and warrants to the Department that (1) he or she is competent to execute this Release, (2) he or she is authorized to execute this Release on behalf of Santa Fe, (3) Santa Fe has fully informed itself of the terms, contents**,** conditions and effect of this Release, (4) Santa Fe has had the benefit and advice of counsel of his or her own choosing before executing this Release, (5) except for the above-noted consideration, no promise or representation of any kind had been made to Santa Fe concerning the subject matter of this Release, (6) Santa Fe has relied solely and completely upon their own judgment and the advice of counsel of its own choosing before the execution of this Release, (7) Santa Fe fully understands that this Release operates as a full, complete and final release of any and all claims that have been asserted or could have been asserted by Santa Fe against the Department relating to any and all claims made by Santa Fe arising from reductions that the Department made to distributions of gross receipts tax to Santa Fe pursuant to NMSA 1978, § 7-1-6.15 through May 31, 2021, and (8) Santa Fe has not assigned, sold or otherwise attempted to convey any right, claim or interest that is the subject of this Release.

[Signature to follow on succeeding page]

CITY OF SANTA FE:

_____ DATE: _____
ALAN M. WEBBER, MAYOR

ATTEST:

_____ DATE: _____
KRISTINE M. MIHELCIC, CITY CLERK

Approved as to Form:


_____ DATE: Sep 8, 2021
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVAL OF MEDIATION SETTLEMENT AGREEMENT, SETTLEMENT AMOUNT AND CONTINGENT FEE ON BEHALF OF THE CITY OF SANTA FE

Re: No. D-202-CV-2018-08036, *City of Albuquerque, et al v. Stephanie Schardin Clarke and New Mexico Taxation and Revenue Department,* in the Second Judicial District Court of New Mexico (the "Lawsuit")

In the above-referenced Lawsuit, Petitioners are 44 municipalities and counties, including the City of Santa Fe ("Santa Fe"), in this state (collectively "Petitioners"), and Respondents are the New Mexico Taxation and Revenue Department and its Cabinet Secretary (collectively the "Department"). Petitioners and the Department shall be referred to as the "Parties," collectively.

Approval of Mediation Settlement Agreement

By a Mediation Settlement Agreement, dated September 7, 2021, the Parties reached an agreement to settle and compromise the claims asserted in the Lawsuit, *subject to approval by (1) the respective governing bodies of Petitioners and (2) the Cabinet Secretary of the Department*. Under the Mediation Settlement Agreement, the Department, among other things, has agreed to pay certain amounts in settlement of any and all claims that have been asserted or could have been asserted by Petitioners in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax under NMSA 1978, § 7-1-6.15 through May 31, 2021. Also, among other things, Petitioners have agreed to release any and all claims that have been asserted or could have been asserted by Petitioners, respectively, in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax to Petitioners, respectively, under NMSA 1978, § 7-1-6.15 through May 31, 2021.

Under the Mediation Settlement Agreement, the Department has agreed to pay a substantial amount to settle the claims asserted in the Lawsuit. Petitioners have agreed to a methodology for allocating the total settlement amount among themselves. The Department has agreed to distribute the individual settlement amounts via one-time payments to Petitioners on or before the first distribution attributable to gross receipts tax following (a) the approval of the Mediation Settlement Agreement by all of the Parties and (b) the Department's receipt the releases executed by each Petitioner, which the Department will hold in trust pending Petitioners' confirmation of receipt of one-time payments. Petitioners will be allowed fifteen (15) days following the one-time payments to confirm receipt of the payments (as shown on their ACH transfer); Petitioners' counsel shall advise the

Department regarding such confirmation; and, assuming upon confirmation of receipt of the one-time payments, the executed releases shall no longer be held by the Department in trust. Petitioners will be obligated to move to dismiss the lawsuit with prejudice within thirty (30) days following the one-time payments.

Under the settlement agreement, Santa Fe will be receiving a gross amount of **$2,695,891.93** (the "Settlement Amount").

Santa Fe approves and joins in the Mediation Settlement Agreement and agrees to accept the Settlement Amount as consideration for the settlement and release of the claims asserted by Santa Fe in the Lawsuit.

Approval of Contingent Fee

Santa Fe acknowledges that the Settlement Amount does not reflect the contingency fee owed to Petitioners' counsel's law firm, Gallagher & Kennedy, P.A., under a Legal Services Agreement between Gallagher & Kennedy, P.A., and Santa Fe, dated November 14, 2018 (the "Fee Agreement").

Considering the settlement under the Mediation Settlement Agreement has been accomplished without further litigation, and as an accommodation to Santa Fe and the other municipalities and counties, Gallagher & Kennedy, P.A., has agreed to accept fees based on the lowest contingent fee percentage structure under its contingency fee agreements with all municipalities and counties, although the law firm may be entitled to a higher percentage contingent fee under the Fee Agreement. Also, Gallagher & Kennedy, P.A. has agreed to bear all litigation expenses, and to provide a credit for any expenses that may have been billed to and paid by Santa Fe. Under the terms of the Fee Agreement, Gallagher & Kennedy, P.A. is entitled to recover applicable gross receipts tax ("GRT") on fees to be collected from the Department.

The Fee Agreement contemplates that Santa Fe will have responsibility for reimbursing its share of expenses incurred by the New Mexico Municipal League ("NMML") related to the Lawsuit. As a further accommodation to Santa Fe, Gallagher & Kennedy, P.A. has agreed to satisfy the NMML's claim for reimbursement, leaving Santa Fe with no responsibility for reimbursing the NMML for any of its expenses incurred related to the Lawsuit.

After these accommodations, the amount owed under the Fee Agreement (including GRT) is **$292,335.78** (the "Contingent Fee"). After payment of the Contingent Fee (including GRT), the net amount of recovery is **$2,403,556.15**.

Gallagher & Kennedy, P.A. will invoice Santa Fe for the amount of the Contingent Fee. The Contingent Fee will be due and payable upon receipt of the settlement funds by Santa Fe.

Santa Fe approves the payment of the Contingent Fee, and Santa Fe agrees to promptly pay the Invoice for the Contingent Fee upon receipt of the settlement funds by Santa Fe.

CITY OF SANTA FE:

_____ DATE: _____
ALAN M. WEBBER, MAYOR

ATTEST:

_____ DATE: _____
KRISTINE M. MIHELCIC, CITY CLERK

Approved as to Form:

_____ DATE: Sep 8, 2021
ERIN K. MCSHERRY, CITY ATTORNEY

GOVERNING BODY MEETING OF
SEPTEMBER 8, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
Lindell Romero-Wirth Abeyta	**A RESOLUTION SUPPORTING A MINIMUM WAGE OF FIFTEEN DOLLARS PER HOUR FOR EMPLOYEES OF THE CITY OF SANTA FE; AND DIRECTING THE CITY MANAGER TO TAKE THE STEPS REQUIRED TO IMPLEMENT HOURLY WAGE INCREASES FOR ALL CITY EMPLOYEES PAID LESS THAN FIFTEEN DOLLARS PER HOUR.**	Quality of Life Committee – 10/6/21 Economic Development Committee – 10/13/21 Finance Committee – 10/18/21 Governing Body – 10/27/21

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*
Rivera	**A RESOLUTION ADOPTING THE 2023-2027 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN ("ICIP") FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY HEALTH AND SAFETY DEPARTMENT**	Quality of Life – 9/15/21 Finance Committee – 9/20/21 Public Works and Utilities Committee – 9/27/21 Governing Body – 9/29/21

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*
	AN ORDINANCE RELATING TO THE CITY OF SANTA FE UNIFORM TRAFFIC ORDINANCE ("UTO"); AMENDING SECTION 12-10-1.10 TO INSERT A CLAUSE STATING THAT A PERSON WHO VIOLATES A PROVISION OF SECTION 12-10-1.10 OF UTO IS GUILTY OF A PENALTY ASSESSMENT MISDEMEANOR AND TO ADD PENALTIES IN SCHEDULE A OF THE TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE.	Quality of Life – 10/6/21 Governing Body (Request to Publish) – 10/13/21 Finance Committee – 10/18/21 Public Safety Committee – 10/19/21 Governing Body (Public Hearing) – 10/27/21

This document is subject to change.

Councilor Chris Rivera

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Carol Romero-Wirth

Co-Sponsors	Title*	

Councilor JoAnne Vigil Coppler

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION ESTABLISHING A LOCAL PREFERENCE FOR THE DEVELOPMENT OF LAS ESTRELLAS; AND ESTABLISHING MINIMUM CRITERIA FOR SUBMITTED BIDS TO DEVELOP THE PROPERTY.	Economic Development Advisory Committee - 9/8/21 Quality Of Life Committee – 9/15/21 Public Works Committee – 9/27/21 Governing Body - 10/13/21

Councilor Renee Villarreal

Co-Sponsors	Title*	Tentative Committee Schedule*
	.	

* Subject to change

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

17. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato
Comment - 09/08/2021 12:42 PM: (No Vote)
NOTE AT 12:30 PM today, the links for the HTLM agenda and the other link agenda showed errors (404)…I was unable to see the agenda other than those items that are for public comment only.
I believe there is a $4 million item for the southside teen center. Question: How was the first million dollars that the city gave that project spent? Is this enough to complete the project?

If Bobby Padilla (chief zoning code enforcement) cannot measure correctly—the fence is higher than six feet and the elevation has not been followed. It is supposed to show what is seen from the street. Additionally case law suggests that there needs to be five feet on either side of the fence so it can be maintained—that is a separation between the wall and fence….
See attached photos.

Thanks for the mobility bars in the shower area of Sal Perez but the mobility bars that were there that lead into the locker area are not there…It needs to happen

When will the city attorney respond concerning a settlement of the court order of 2004 concerning segregating certain court records.

I have plenty of city records to show that Susana Ceja and Liz Roybal perjured themselves in the Human Rights Commission hearing in July 2021. What is the city doing to investigate the corruption among these highly placed managers? Please have the city attorney respond in writing to the last two items.

Name: Stefanie Beninato
Comment - 09/08/2021 12:55 PM: (No Vote)
NOTE AT 12:30 PM today, the links for the HTLM agenda and the other link agenda showed errors (404)…I was unable to see the agenda other than those items that are for public comment only.
I believe there is a $4 million item for the southside teen center. Question: How was the first million dollars that the city gave that project spent? Is this enough to complete the project?

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Commission hearing in July 2021. What is the city doing to investigate the corruption among these highly placed managers? Please have the city attorney respond in writing to the last two items.

City of Santa Fe New Mexico
Memorandum

Date: July 27, 2021

To: Finance Committee, Public Works and Utilities Committee, and Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Melissa McDonald, RLA, Acting Parks Director/River and Watershed Manager MMc
Zoë Isaacson, River and Watershed Project Administrator ZRI

ITEM AND ACTION: Approval of ordinance authorizing execution of Clean Water State Revolving Fund loans of up to $4,180,000 for priority stormwater improvement projects identified in the Stormwater Management Strategic Plan.

BACKGROUND: As called for in the Stormwater Management Strategic Plan adopted by the Governing Body in 2019, the River and Watershed section worked with NMED to secure an offer for Clean Water State Revolving Fund (CWSRF) loans for construction of priority stormwater improvement projects (see attached offer letter).

This loan will be used for projects intended to prevent further degradation of the riparian corridor and contributing drainages. Specifically, this money is anticipated to be used to fund the following projects:

- The Santa Fe River Repairs Phase 3: bank stabilization and plantings downstream of Ricardo Bridge to repair damaged from 2018 flood (estimated construction and construction management costs: $920,000.00)
- Arroyo de los Pinos (3 sites): bank stabilization, channel grade control and repair of failures caused by 2018 flood (estimated cost for all three projects, construction and construction management: $ 3,100,000.00)

The listed projects will be 100% designed at time of loan acceptance and loan funds will be used for construction. Actual loan agreements will be provided once bids for construction of the projects have been secured so that the loan amounts will be for the construction costs. The loan package also includes an interest rate of 1% and a federal subsidy grant of $180,000. Stormwater Management Fee revenues will be pledged to repay the loan.

In order to do so, the City must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the pledged revenues. The final maturity date on the loan shall not extend beyond the agreed upon useful life of the project. Money will be budgeted on a project-by-project basis, with an amount not to exceed $4,000,000.00. Loan repayment plans range from 10 to 30 years and are negotiated at the time of execution of the loan, but may not extend beyond the useful life of the project. The

Loan must be repaid in substantially equal annual installments in the agreed upon amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project.

Pending the time to complete city internal processes, including acceptance of the city's FY20 audit, construction is tentatively scheduled to begin in November 2021.

ATTACHMENTS:
Ordinance
Fiscal Impact Report
Exhibit A – Location Map of Projects Listed
Exhibit B – NMED Offer Letter
Exhibit C – City Attorney Opinion

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

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 A 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.

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created public body organized under

the general laws of the State of New Mexico ("State"); and

WHEREAS, the Borrower now owns, operates, and maintains a public utility, which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the Loan Agreement and Note are required to be payable solely from the Pledged Revenues; and

WHEREAS, the loan and grant subsidy funds for this Project are proposed to include funds from a one-time federal grant to the NMED from the Environmental Protection Agency ("EPA"); and

WHEREAS, the Project is subject to specific requirements of the federal grant; and

WHEREAS, the Borrower has the following previous obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2021 (use the most current fiscal year end date)	Is the listed funding source superior, subordinate or on parity with this funding?
	None	

WHEREAS, in order to receive the loan funds the Governing Body of the Borrower must determine that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the

meanings specified below, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined):

Act means the general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

Annual Audit or Single Audit means the financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

Authorized Officer means the Borrower's mayor, chief administrative officer, or other officer or employee of the Borrower as designated by the Borrower's Resolution No. 2021-__ adopted by the governing body of the Borrower, as amended.

Borrower means the entity requesting funds pursuant to the Act.

Fiscal Year means the twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year or the System.

Funds means loan and Loan Subsidy Grant funds.

Governing Body of the Borrower means the city of Santa Fe governing body.

Loan means loan of funds from NMED made pursuant to the Loan Agreement.

Loan Agreement means the loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of

execution.

Loan Subsidy Grant means a sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

NMSA means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

Note means the interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

Operation and Maintenance means all reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

Ordinance means this Ordinance as amended or supplemented from time to time.

Parity Bonds or Parity Obligations means revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

Pledged Revenues means stormwater fees imposed by the City of Santa Fe as provided in Chapter 13-1-5 of the Santa Fe City Code 1987.

Project means the most current NMED approved Project Description listed on the Project Description Form on file with NMED.

Project Completion Date means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

Regulations means regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

Subordinate Obligations means other obligations payable from the Pledged Revenues

issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

System means the stormwater drainage improvements owned and operated by the City of Santa Fe.

Section 2. RATIFICATION. All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Governing Body, the officers, and employees of the Borrower, directed toward the Loan Agreement and the Note, is hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Governing Body of the Borrower hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

A. The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

B. The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

C. The Project is and will be part of the System.

D. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. SYSTEM. The System shall continue to constitute a stormwater management system and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount of Four Million Dollars ($4,000,000) and the Loan Subsidy Grant amount of One Hundred and Eighty

Thousand Dollars ($180,000) excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

A. For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the residents of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the Borrower is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed Four Million Dollars ($4,000,000) plus accrued interest without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, and the annual interest rate on that principal amount shall not exceed one percent (1%) per annum. Interest shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365-day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

B. The Borrower is hereby authorized to accept a Loan Subsidy Grant under the terms of the Loan Agreement. The Loan Subsidy Grant amount shall not exceed One Hundred Eighty Thousand Dollars ($180,000) without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower. By accepting a Loan Subsidy Grant, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the

Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

C. The form of the Loan Agreement and the Note are approved. The Mayor hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

D. From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

Section 7. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the Pledged Revenues. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues the income from which is so pledged.

Section 8. OPERATION OF PROJECT. The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. APPLICATION OF REVENUES.

A. **OPERATION AND MAINTENANCE**. So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.

B. **PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S)**. The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

C. **EQUITABLE AND RATABLE DISTRIBUTION**. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

D. **SUBORDINATE OBLIGATIONS**. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note. Thereafter, Pledged Revenues shall be applied to the payment of the amounts due on subordinate obligations, if any.

Section 11. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged

Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

A. The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

B. Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (other than a default described in the previous clause of this section) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

A. The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

B. If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan and Loan Subsidy Grant disbursed to the Borrower from NMED.

C. The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 15. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of

default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 17. TERMINATION. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. AMENDMENT OF ORDINANCE. Following execution and delivery of the Note and Loan Agreement, this Ordinance may be amended with the prior written consent of the NMED.

Section 19. ORDINANCE IRREPEALABLE. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and shall remain irrepealable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 20. SEVERABILITY CLAUSE. If any section, paragraph, clause, or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 21. REPEALER CLAUSE. All bylaws, orders, and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or Ordinance, or part thereof, heretofore repealed.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Clean Water State Revolving Loan Acceptance


River Repair at Don Jose Outfall
CAMINO ALIRE
NAZARIO ST
HICKOX ST
CAMINO DE LA VUELTA
CALLEJON EMILIA
AVENIDA CRISTOBAL COLON
CAMINO LA CANADA
AGUA FRIA ST
MONTANO ST
POTENCIA ST
CERRILLOS RD
ACEQUIA DE LAS JO


Arroyo De Los Pinos (3 Sites)
Site 1
Site 2
Site 3
SIRINGO RD
CERRILLOS RD
CALLE PRINCESA JUANA
CALLE CABALLERO
SIRINGO RONDO S
SIRINGO RONDO E
CAMINO PRINCIPE
CAMINO CARLOS REY
CALLE CEDRO
PONDEROSA LN
PASEO DE LOS CHAMISOS
CAMINO RANCHO SIRINGO
BELLAMAH DR
AVENIDA CHAPARRAL
RICHARDS AVE

June 30, 2021

Melissa McDonald, River and Watershed Manager
City of Santa Fe
500 Market Street Ste 200
Santa Fe, New Mexico 87501

RE: 2021 Clean Water State Revolving Loan Fund proposed financing for projects included in City of Santa Fe's Stormwater Management Capital Improvement Plan.

Dear Melissa McDonald:

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) has reviewed the above referenced project application. We are pleased to provide the City of Santa Fe (City) with the following funding offer:

CWSRF Loan at 1% Interest Not to Exceed	$4,000,000.00
CWSRF Grant Subsidy Funding Not to Exceed	$180,000.00
Total Loan/Grant Subsidy Funding Not to Exceed	$4,180,000.00

The loan term is up to 30 years based on the weighted average useful life of the project; a shorter amortization can also be accommodated. The loan term is not required up front but at the time the final loan agreement is executed.

We respectfully request a response by August 6, 2021 If you accept the offer, please reply by email. If you have any questions or need any additional information, please don't hesitate to e-mail me at Judi.Kahl@state.nm.us. We look forward to working with the City on this project.

Sincerely,

Judith L. Kahl
Digitally signed by Judith L. Kahl
Date: 2021.06.30 10:41:39 -06'00'

Judith L. Kahl, P.E.
Bureau Chief, NMED Construction Programs Bureau

cc: Brad Fluetsch, Cash & Investment Manager, City of Santa Fe
Zoe Isaacson, River and Watershed Project Administrator, City of Santa Fe
Andrea Telmo, P.E., NMED CPB Project Manager
Rhonda Holderman, Financial Manager, Loans and Grants
Tye Franz, NMED CPB Loan Section Manager

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: X

Short Title(s): Clean Water State Revolving Loan Fund and Loan Signatory Authority

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department/Finance Department

Staff Completing FIR: Melissa A. McDonald Date: 4/12/21 Phone: 955-6849

Reviewed by City Attorney: Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:55 MDT)

Summary:
The Bill authorizes the City to enter into a loan agreement with NMED for a $4M loan plus $180k in federal grant funds for various stormwater management projects throughout the City. The related Resolution specifies who the authorized officers and agents are within the City who are able to sign the various documents associated with the loan agreement and promissory note.

Departments Affected:
The Public Works Department (River and Watershed Section), Finance Department (Purchasing Division) and City Attorney's Office.

Consequences of Not Enacting Legislation:
Not enacting this legislation would prevent the River and Watershed Section from adequately addressing stormwater management as described in the City's 2019 Stormwater Management Strategic Plan (adopted unanimously by the Governing Body). Within that plan, a strategy was identified to obtain low-interest rate loans or bonds to fund stormwater management projects. The Clean Water State Revolving Loan is one such low-interest rate loan.

Performance and Administrative Implications:
The City has an estimated $30 million dollars in capital improvement projects that are necessary for stormwater management over the next 20 years. Additionally, the River and Watershed Section anticipates receiving a new MS4 permit, which regulates stormwater and requires expenditures. This legislation will cover the first phase of the identified $4 million dollars of projected work. The work would include previous damage caused by floods, pollution prevention, deferred maintenance, infrastructure repairs and replacements, and new stormwater management projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2019-35 Stormwater Fee Schedule

Fiscal Implications:
As per the City's Stormwater Management Strategic Plan and Ordinance No. 2019-35, which increased the stormwater service charge, the upfront costs of large projects can be deferred over time at a 1% interest rate.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$1,000,000	$1,180,000	$2,000,000		NR	231	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$1,000,000	$1,180,000	$2,000,000				$4,180,000

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

Expenditure Narrative:

Monies from the stormwater revenue funds will provide debt service for capital improvement construction projects. The River and Watershed Section will oversee these projects. Federal grants of $180,000 are estimated to be awarded in FYE 23, but actual expenditure of those funds may take place in FYE 23 and FYE 24.

Revenue

Revenue Type	FYE 22	FYE 23	FYE _24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$180,000	$		
Other	$1,000,000	$1,000,000	$2,000,000	NR	231
Total	$1,000,000	$1,180,000	$2,000,000		

Revenue Narrative:

The City of Santa Fe will receive $4 million in project loans to be paid down with stormwater utility service charge revenues over a 15-year period at an interest rate of 1%. The $180k in federal grants will not be provided to the City until 35% (roughly $1.4M) of the loan funds are expended. This is expected to occur in FYE23.

Signature: Regina Wheeler
Regina Wheeler (Jul 28, 2021 12:27 MDT)

Email: rawheeler@santafenm.gov

Signature: Melissa A. McDonald
Melissa A. McDonald (Jul 28, 2021 06:52 MDT)

Email: mamcdonald@santafenm.gov

Signature:
Zoe Isaacson (Jul 27, 2021 11:40 MDT)

Email: zrisaacson@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-__. (Mayor Webber) 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. (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): 08/25/21Request 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, 505-955-5359)

Committee	**Review:**
Finance Committee:	08/02/2021
Quality of Life Committee:	08/04/2021

Governing Body Committee: 08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7a

CONSIDERATION OF BILL NO. 2021-__. (Mayor Webber)
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. (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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 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		

19. PUBLIC HEARINGS

a. CONSIDERATION OF BILL NO. 2021-17. ADOPTION OF ORDINANCE 2021-____. (Mayor V
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. (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

Name: Stefanie Beninato
Comment - 09/08/2021 12:42 PM: (Against)
Impossible to respond because both links to the agenda are not working at 12:30PM today. I cannot see what the funding is for...If it is for the tunnel at St Mike's, I am opposed

City of Santa Fe, New Mexico
Memorandum

Date: August 5, 2021

To: Public Safety Committee, Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney EM

From: Kyle Hibner, Assistant City Attorney/City Prosecutor KH

RE: Removal of Ordinance regarding Marijuana Possession

EXECUTIVE SUMMARY:

The proposed Bill strikes Section 20-6 SFCC 1987 that established a civil penalty for the possession of 1 ounce or less of marijuana or for possessing paraphernalia intended to introduce marijuana into the body.

BACKGROUND:

In 2014 the Governing Body adopted Resolution No. 2014-29 that created Section 20-6 and established a civil penalty for possession of 1 ounce or less of marijuana or for associated paraphernalia. With the passage of the Cannabis Regulation Act during the 2021 Special Session, possession of cannabis, cannabis extract, or edible cannabis in a private residence is no longer a violation of the Controlled Substances Act or the Forfeiture Act. The Cannabis Regulation Act supersedes City Code, making Section 20-6 no longer enforceable. Removing the section removes now-inapplicable language that could confuse the public and staff.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

REMOVING SECTION 20-6 RELATING TO MARIJUANA AND MARIJUANA PARAPHERNALIA POSSESSION.

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

Section 2. Section 20-6 of SFCC 1987 (being Ord. No. 2014-29, § 3, as amended) is hereby repealed.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Marijuana Possession Repeal

underscored material = new [~~bracketed material~~] = delete

FIR No. 10326

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Marijuana Possession Repeal

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Kyle Hibner Date: 07/27/21 Phone: 955-5195

Reviewed by City Attorney: _____ Date: Aug 6, 2021

Reviewed by Finance Director: _____ Date: Aug 5, 2021

Summary:
The proposed Bill strikes Section 20-6 SFCC 1987 that established a civil penalty for the possession of 1 ounce or less of marijuana or for possessing paraphernalia intended to introduce marijuana into the body.

Departments Affected:
Police Department, City Attorney's Office.

Consequences of Not Enacting Legislation:
City Code will contain an unenforceable provision that is superseded by State Statute.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The current Ordinance conflicts with recently enacted provisions of the New Mexico Cannabis Regulation Act of 2021.

Performance and Administrative Implications:
The Police Department leadership issued Special Order No. 07.01.03 that provided guidance to SFPD personnel on how the changes included in the Cannabis Regulation Act affect various aspects of their duties, including lawful possession of marijuana.

Fiscal Implications:
The City already cannot issue $25 civil citations for possession of 1 ounce or less of marijuana. In 2019 the Police Department issued nine civil citations for marijuana possession. In 2020 the Police Department issued one civil citation for marijuana possession. There have been no civil citations issued for marijuana possession in 2021.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: 

Email: kjhibner@santafenm.gov

Santa Fe Police Department

Special Order

DATE: **July 6, 2021**

TO: **All Police Personnel**

VIA: 7/6/21
Andrew Padilla, Chief of Police

FROM: 7/6/21
Paul Joye, Deputy Chief of Police

RE: **HB 2 Now in Effect - Enforcement of Marijuana Laws Moving Forward**

Special Order # 07.21.03

The purpose of this Special Order is to provide guidance to SFPD personnel as a result of the Cannabis Regulation Act becoming effective on June 29, 2021.

As you are aware, the law has now changed, and some situations regarding cannabis/marijuana are no longer illegal; other situations are now civil violations. Listed below are some of the most notable changes/sections you need to pay close attention to in the event you encounter cannabis during your daily patrols.

Attached to this Special Order is the final version of House Bill #2, which is the full text of the Act itself. Please print it out to keep or save a digital version to your laptops, and have it readily accessible for reference and review.

**These are the primary sections of the Act that will have an immediate effect on how you conduct your policing enforcement and activity. Therefore, expect subsequent Special Orders with additional information as we continue to work through this change to the law and the changes regarding sales of cannabis, which do not go into effect until 2022. **

- **Section 25, Page 54 covers "Personal Use" and what is legal for personal use.**
    - Keep in mind, this means you cannot detain, engage in search and seizure, or an arrest under situations fitting within this section as long as it is *lawful* personal use
    - The primary focus is on **Section 30 "Unlawful Possession of Cannabis"**

- The key points of this section you will all need to familiarize yourselves with are:
  - A person 21 years of age and older can possess up to 2 ounces of cannabis, 16 grams of cannabis extract, or 800 milligrams of edible cannabis.
  - Also lawful to use, be under the influence, display, purchase, obtain or transport.
  - Lawful to transfer cannabis without financial consideration (no sales are permitted yet).
  - The lawful amount of cannabis plants one person can have is 6 plants for one person, or up to 12 plants for multiple people in the same household. Section 27 outlines penalties for having excess plants. 6-12 plants is penalty assessment. More than 12 is 4th degree felony. Different standard if the person is over 21 versus 18-21. 18-21 year old; up to 6 is a penalty assessment, 6-12 is a misdemeanor, more than 12 is 4th degree felony. If under 18 and have plants, civil citation.
  - Transportation of cannabis is allowable if it is done for relocation purposes or testing or manufacturing.
  - The odor of cannabis alone does not constitute reasonable articulable suspicion of a crime and is not a basis to stop, detain, or search a person. Odor is, however, relevant when **you have begun conducting a DWI investigation**. Possession of, or the suspicion of possession of, cannabis without evidence of quantity in excess of two ounces of cannabis, as well as the possession of multiple containers of cannabis without evidence of quantity in excess of two ounces of cannabis, are also not enough for reasonable suspicion of a violation.

- One item of note, **it is still not legal to smoke marijuana in public, unless specifically allowed by local law**. The City of Santa Fe has not authorized smoking in public at this time. This is a civil citation of $50.00

- **Section 30, Page 62 covers "Unlawful Possession of Cannabis"***

  - A person under twenty-one years of age shall not possess cannabis products. A person who violates this subsection is guilty of a civil violation and shall be subject to:
    - Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the person; or
    - Four hours of community service;

  - A person twenty-one years of age or older shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis in public. A person who violates this subsection with respect to:
    - More than two but not more than eight ounces of cannabis, more than sixteen grams of cannabis extract and more than eight hundred

milligrams of edible cannabis is **guilty of a misdemeanor** and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; or

- More than eight ounces of cannabis, sixty-four grams of cannabis extract or three thousand two hundred milligrams of edible cannabis is **guilty of a fourth degree felony** and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

Please contact Captain Matthew Champlin or Deputy Chief Paul Joye if you have any questions.

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/16/21
FOR CITY COUNCIL MEETING OF 08/25/21

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

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 09/08/2021

ISSUE:

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

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		

19. PUBLIC HEARINGS

b. CONSIDERATION OF BILL NO. 2021-18. ADOPTION OF ORDINANCE NO. 2021-____. 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): 08/11/21
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

Name: Stefanie Beninato
Comment - 09/08/2021 12:42 PM: (For)
Impossible to respond because both links to the agenda are not working at 12:30PM today. I am in support of removing laws that conflict with legalized cannabis use.

City of Santa Fe, New Mexico

memo

DATE: August 25, 2021

TO: Finance Committee – August 30, 2021
Community Development Commission – September 1, 2021
Quality of Life Committee – September 1, 2021
Public Works Committee – September 7, 2021
City Council Public Hearing – September 9, 2021

FROM: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (Aug 25, 2021 11:49 MDT)

ITEM: Request Approval of the 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW (CAPER) for submittal to Dept of HUD

ACTION REQUESTED:
Approve the 2020-21 Consolidated Annual Performance Evaluation Review (CAPER) for submittal to the Department of HUD.

BACKGROUND:
The Community Development Block Grant (CDBG) requires that the Consolidated Annual Performance Evaluation Review (CAPER) is submitted to United States Department of Housing and Urban Development (HUD) 90 days after the end of the program year. The report details accomplishments of CDBG-funded subrecipient activities as well as the financial status of the CDBG for the prior funded year.

ITEM AND ISSUE:
In summary, the following is reported in the CAPER:

	Funded Amt	Balance	Proposed # Served	Actual # Served
Public Facility Improvements	$ 25,000.00	$ 415.55	30	19
Public Services Activities	$ 112,000.00	$ 6,196.84	1125	2999
Homeowner Housing Rehabilitated	$ 115,716.00	$ 4,794.22	22	10
Direct Financial Assistance to Homebuyers	$ 459,163.72	$441,433.26	17	22
Rental Units Acquired	$ 100,000.00	0	9	9
Overnight Shelter (Midtown)	$ 361,227.00	0	120	418
TOTAL	**$ 1,173,106.72**	**$ 452,839.87**	**1,323**	**3,477**

The CAPER is available for review August 23 – September 8, 2021 virtually at the following website address: https://www.santafenm.gov/hudrequiredreportingandplans.. Members of the public may submit comments or questions via email or phone to: Toniette Candelaria Martinez, 505-316-4634, tocandelariamartinez@santafenm.gov.

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Consolidated Activity Performance and Evaluation Report (CAPER)

July 1, 2020 - June 30, 2021

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SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico
87504-0909
Phone # (505) 955-6607

QUESTIONS or COMMENTS? *Email: tocandelariamartinez@santafenm.gov or call: 505-316-4634*

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Santa Fe's focus throughout the program year was to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe. Equally important adressing the needs of those experiencing homelessness or at risk of becoming homeless, while aligning housing opportunities with emerging needs. The City acomplished this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs. To meet these housing goals, the City utilized the *2018-2022 Consolidated Plan* and its Five-year Plan which assesses housing need in Santa Fe and provides recommendations for addressing the needs.

Additionally, the COVID-19 global pandemic highlighted the need to immediately house people without shelter or safe places for quarantine. To this end, the City converted student housing into a shelter facility for homeless people and worked closely with regional partners to also provide a place for people to be discharged from hospitals (either because of COVID or other illnesses), recovery programs and detention centers. This enabled local shelters to keep their population density low enough to maintain proper social distancing for their guests. The other ways in which the City responded was to increase outreach through its mobile integrated health office (MIHO) to encampments, widespread distribution of PPE and other safety equipment, and transitioning to an online working and meeting environment to protect the health and safety of its employees.

The 2020 Action Plan identified the following goals as they related to HUD-mandated objectives and outcomes for its upcoming housing and community development activities. Accomplishments from the 2020 – 21 program year are summarized below.

- SFPS Adelante served 2,880 homeless students and their families by providing referrals to housing resources as well as assistance with counseling, education, food and clothing;
- Interfaith Shelters provided services to 109 homeless individuals through the Summer Safe Haven, a shelter for homeless women and their children;
- Youth Shelters and Family Services provided winter shelter beds, outreach services and referrals to 47 homeless or at risk for homelessness youth.
- The Santa Fe Civic Housing Authority completed planning, predevelopment, and environmental studies to support the rehabilitation of the Villa Consuelo apartments which provide 100 units for very low income renters, most of whom are elderly;
- New Mexico Interfaith Housing Corp broke ground on 65 units of affordable rental housing, 100% solar powered, that will set aside 12 units for very low income renters (<30% AMI);
- Homewise assisted a total of 21 homebuyers with mortgage principle reduction loans, using a combination of reprogrammed funds and program income;
- Habitat for Humanity rehabilitated 9 homes;

- Homewise rehabilitated 22 homes using program income;
- Housing Trust assisted a total of 6 homebuyers with mortgage principle reduction loans, using program income.
- Youth Shelters and Family services installed a new roof for the children and youth emergency shelter serving 19.
- Casa Cielo, a residential care facility that provides end-of-life care for chronically ill, very low income people served 10 persons.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Program Year	Actual – Program Year	Percent Complete
2018 Goal - Align Housing Opportunities With Emerging Needs	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG/ $40,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	40	66	165%
2018 Goal - Align Housing Opportunities With Emerging Needs	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG/ $97,000 CDBG-CV/ $361,227	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1245	3417	274%
2018 Goal - Increase Affordable Homeowner Opportunities	Affordable Housing	CDBG/ $115,716	Homeowner Housing Rehabilitated	Household Housing Unit	22	10	45%
2018 Goal - Increase Affordable Homeowner Opportunities	Affordable Housing	CDBG/ $459,163	Direct Financial Assistance to Homebuyers	Households Assisted	17	22	129%
2018 Goal - Increase Affordable Rental Housing Opportunities	Affordable Housing	CDBG/$0	Rental units constructed	Household Housing Unit	0	0	N/A

2018 Goal - Increase Affordable Rental Housing Opportunities	Affordable Housing	CDBG/ $100,000	Rental units rehabilitated	Household Housing Unit	9	9	100%
2018 Goal - Increase Affordable Rental Housing Opportunities	Affordable Housing	$0	Housing for Homeless added	Household Housing Unit	0	0	N/A
2018 Goal - Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG/ $40,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	40	66	165%
2018 Goal - Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG/ $97,000 CDBG-CV/ $361,227	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1245	3417	274%
2018 Goal - Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG/ $45,000 CDBG-CV/ $361,227	Homeless Person Overnight Shelter	Persons Assisted	299	583	195%
2020 Goal - AFH Goal #1: Create more affordable, quality housing	Affordable Housing	CDBG/ $459,163	Rental Units Constructed, Housing for Homeless Added, Direct Financial Assistance to Homebuyers	Household Housing Unit	17	22	129%
2020 Goal - AFH Goal #2: Preserve and improve existing housing	Affordable Housing	CDBG/ $215,716	Rental units Rehabilitated and Homeowner Housing Rehabilitated	Household Housing Unit	31	19	61%

2020 Goal - AFH Goal #4: Create more accessible, affordable, quality housing for people with disabilities	Affordable Housing Non-Homeless Special Needs	CDBG/ $215,716	Rental units Rehabilitated and Homeowner Housing Rehabilitated and Construction of New Housing Units	Household Housing Unit	31	19	61%
2020 Goal - AFH Goal #6: Strengthen access to fair housing and	Fair Housing & Renters Rights	$0	Other	Households Assisted	0	0	N/A

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The global health pandemic and economic downturn abruptly expanded the City's priorities. An amendment to the 2019 Action Plan was accepted by HUD to deploy CARES Act funding in direct support of people experiencing homelessness in the amount of $361,227. The City converted vacant student housing at the Midtown campus (owned by the City) into housing for people who would otherwise be living on the streets or in homeless encampments and deployed CARES Act funds to provide direct services and operations at the shelter. This achieved two goals: One, keeping the population density low at local shelters so that social distancing protocols could be maintained; and secondly, providing a place for people to quarantine if they are vulnerable to infection or COVID-positive and don't have a safe place to live. Importantly, the Midtown shelter also accepts people discharged from hospitals, recovery programs and detention centers who would otherwise be back living on the streets. The residents of the shelter receive three meals/day, referral to support services and case management, and basic health monitoring.

In mid-August of 2020, the programming and operations of the Midtown Emergency Shelter was transitioned to a newly-formed nonprofit affiliate of the NM Coalition to End Homelessness, called Consuelo's Place. A shelter director and two case managers were brought in to begin developing programming and overseeing operations of the shelter. Front office staff were also hired under Consuelo's Place to replace the furloughed city staff that had been working as front office staff. The director and case management team quickly began building out the programming structure, including: expanding the referral and intake process. The case management was trained in completing and entering clients into HMIS (Health Management Information System). The team was also trained in completing VI-SPDATs for clients to be entered into the Coordinated Entry System under the Coalition to End Homelessness. All staffed were trained in administering NARCAN. Forms and documentation were implemented for data entry and tracking for clients.

The shelter continues to provide quarantine services for clients who were COVID positive and require a safe environment in which to quarantine. While Consuelo's Place had limited documentation of clients and their departure information prior to August 2020, a total of 418 clients served at Midtown from mid-August to June 30th, 2021. Eighty-four (84) clients were COVID positive requiring quarantine at Midtown and 292 unduplicated clients were provided emergency housing and case management services. The shelter also provided services for 43 duplicated clients during this reporting period. Approximately 25% (only for those provided emergency housing), clients discharged prior to Consuelo's Place onboarding did not have documented discharge location. Case managers connected clients to permanent housing, such as: Permanent Supportive Housing, Rapid Rehousing, and other housing vouchers, as well low-income housing. Many clients were able to get into housing as self-pay with Consuelo's Place providing move-in cost assistance. Unsuccessful discharges due to inability to adhere to COVID safety protocols or program policies, and others AWOL from the program. Many times, those clients were referred to other shelter programs, whenever possible.

In a normal year, the highest priority in Santa Fe's plan is to serve the entire continuum of housing and related public services needs from the homeless to the homeowner. To some extent, accomplishments during the year reflect that priority and most goals were achieved in their entirety if not exceeded. It was anticipated that 40 households would be served as a result of Public Facility improvements and the actual served was 66, a 165% accomplishment. Likewise, public services funded through CDBG proposed to serve 1,245 households and served almost three times that number (3,417). Twenty-two (22) households were served through downpayment assistance, exceeding the goal of 17, funded primarily through program income earned by the subrecipients (Homewise and the Housing Trust). Nine rental units were acquired, continuing to serve 9 very low income renters. Shelter providers proposed providing shelter beds to 299 individuals experiencing homeless and exceeded that proposal by almost double (583). The goal to provide home repair services to 22 households was not achieved entirely, partially due to Covid restrictions which curtailed work within individual homes so only 10 homes were repaired. AFH Goal #4 was not achieved as new units serving non-homeless special needs were not supported directly through CDBG (although through other local projects, several ADA-compliant units were constructed or rehabbed); AFH Goal #6 was not achieved because the City lacks capacity for a dedicated fair housing campaign.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	3,188
Black or African American	59
Asian	6
American Indian or American Native	223
Native Hawaiian or Other Pacific Islander	3
Other	40
Total	**3,519**
Hispanic	3,345
Not Hispanic	1,035

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The racial and ethnic composition reported for CDBG program sub-recipients represent cumulative annual data collected that represents a total of three thousand eight hundred and sixty one (3,519) recipients of CDBG-funded projects, programs and services. Of this number, the self-identified racial and ethnic statuses are shown in the table above.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	811,880	397,570.62
Other - CV	public - federal	361,227	361,227

Table 3 - Resources Made Available

Narrative

The City was awarded entitlement funds of $623,093 for FY2020. Program Income generated by Homewise Home Repair and Home Purchase programs totaled: $605,781.15 through Q4 of 2020-2021 PY of which $446,906.34 was expended. Program Income generated by the Housing Trust mortgage reduction assistance programs totaled: $110,817.00, through Q4 of 2020-2021 PY of which $92,000.00 was expended. Total expenditures of CDBG funds reported in 2020-2021 PR26 including program income were $936,476.96.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	Citywide

Table 4 – Identify the geographic distribution and location of investments

Narrative

In any given program year, the City of Santa Fe does not prioritize allocating funds and supporting programs geographically, due to the City's lack of population density relative to its size. For the past three program years, no single Census Tract was earmarked for serving its LMI population. Instead, the City focuses programs on the household income or an identified characteristic of the participants and/or recipients of assistance. For example, mortgage reduction assistance is provided based upon the homebuyer's income rather than the location of the home. Likewise, public service programs for at risk youth serve the citywide population, rather than those youth living in a specific census tract. This description has been reported in previous years and that priority remains. However, on occasion, a project proposal will be accepted because allocating funds at that site will also ser ve other community development goals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Santa Fe's model of service delivery is to pass through most federal funds to subgrantees, who provide the services. This ensures that services are furnished in the most efficient and relevant manner possible. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds. The City's nonprofit partners estimate that every dollar of federally-funded mortgage reduction assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (The Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals. Likewise, the supportive housing providers in Santa Fe are also well-leveraged and use CDBG funds to expand on their missions very effectively.

The units owned and operated by the Santa Fe Civic Housing Authority are located on city-owned land which is controlled by long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so as allowed under the NM Affordable Housing Act.

During the program year, a five acre parcel of land on the City-owned public works yard donated to the New Mexico Interfaith Housing Corp, leveraged a large LIHTC award. The donation of land plus fee waivers provided by the City for utility hook up costs, application, development review, and building permit fees were waived, in accordance with the City’s land use code. The total value of the donation was over $2,000,000, representing a leverage ratio of 1:10, based on the project’s total cost of $18,000,000, $10.5 m of which is funded through the Low Income Housing Tax Credit program. In June 2020, ground was broken on the project with full build out by mid-2021. At completion, the project will offer 65 units, affordable to renters earning no more than 60% AMI, with 7 units set aside for very low income renters (earning less than 30% AMI). It is anticipated that some of these renters will be transitioning out of homelessness or near homelessness. The units are designed to accommodate live/work activities, particularly related to those who are self-employed, entrepreneurs, and/or engaged in a creative industry. To meet other community development goals, the project will also feature a community resource center with retail, exhibition and performance space. It is the first LIHTC project in New Mexico that will be 100% solar-powered.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	150	59
Number of Non-Homeless households to be provided affordable housing units	158	31
Number of Special-Needs households to be provided affordable housing units	0	14
Total	**308**	**104**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	45	0
Number of households supported through Rehab of Existing Units	130	19
Number of households supported through Acquisition of Existing Units	0	9
Total	**175**	**27**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The one year goal of providing affordable housing units to otherwise homeless individuals was partially accomplished by transitioning 59 homeless households into permanent supportive units at Santa Fe Suites and from the Midtown Shelter. Additionally, other types of support services and referrals to shelter were provided for an increased number of individuals due to the pandemic. Adelante provided (2,880) homeless individuals with resource-linking and direct services, an accomplishment three times what was proposed. Youth Shelters and Family Services provided (47) homeless or at-risk of homelessness youth with resource-linking and direct services, and the Interfaith Shelter provided (109) women and their children with shelter services throughout the summer months of 2020.

The data reported in the next goal of non-homeless households to be provided affordable housing units represents home repair for low/mod income-households and the acquisition of nine affordable rental

units (19) and (27) mortgage principal buydown loans were provided to assist homebuyers. These loans were funded through a combination of entitlement and program income. Construction began on 65 units of affordable rental units, with another 45 units completing pre-development land use approvals. Rehabilitation was substantially completed on another 100 rental units. These projects will be reported in the upcoming program year. The difficulty meeting the goal of serving the non-homeless is related to the great demand for housing and lack of affordable supply in Santa Fe right now.

In March of 2019, the City provided transitional shelter beds to over 100 people who were homeless or precariously housed to keep them safe during the COVID-19 global pandemic. Emergency funds were deployed from local sources that paid rent and arrears for 60+ households. An amendment to the 2019 Action Plan deployed CARES Act funds to create longer term support for these individuals during 2021, leading to permanent housing for many of them.

Discuss how these outcomes will impact future annual action plans.

The outcomes of FY 2020 will impact future CDBG funding allocations in that there will be increased demand for emergency rental support services and prevention of foreclosure and homelessness. The global pandemic has exacerbated the housing instability of lower income renters, as well as homeowners as people have lost jobs and income. There will be increased need to not only shelter individuals but to provide permanent supportive housing options to keep them housed. Mortgage reduction assistance is always a big need and helps to offset high market values. It remains to be seen how the current limitations on for-sale inventory will be amplified as the pandemic continues to put pressure on all parts of the housing market. Increased focus will target the construction of new, affordable rental units as well as home repair to preserve and maintain existing affordable housing stock. Continued priority will also be given toward public services that provide systemic solutions through education, as well as mitigation efforts with homelessness, and at-risk for homelessness service programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3,437	0
Low-income	54	0
Moderate-income	27	0
Total	**3,518**	**0**

Table 7 – Number of Households Served

Narrative Information

A total of (3,518) individuals were served, of which (3,437) were identified as extremely low income. This achievement is reflective of the vital role served by CDBG funds in Santa Fe to meet the

needs of individuals and families who have very few options for support. All programs included outreach and services provided for those households and individuals with worst case housing needs, paying more than half of their income for rent, those living in seriously substandard housing, to include those without a home, or those who have been involuntarily displaced.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The global pandemic has greatly amplified the City of Santa Fe's desire to end homelessness. Converting student housing into shelter beds at its Midtown campus property demonstrated that providing long-term, safe and supported housing is the first step to ending a person's homelessness. In the upcoming program year, the City expects to further mobilize CARES Act funds to continue supporting this shelter facility, which is run by a newly created nonprofit called "Consuelo's Place". Additionally, the City will leverage local investment to make possible the purchase of multiple motel properties to be converted into permanent supportive housing. An important aspect to the evolution of the City's approach to ending homelessness is the coordination of a system-wide framework to ensure that outreach and coordinated entry systems are truly effective.

All of the city's nonprofit partners who work with homeless persons have extensive outreach activities to include veterans, their families and unaccompanied youth. The Resource Opportunity Center (ROC), once called Pete's Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing as well as veteran's resource services and housing linking. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the ROC, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season which resulted in the funding of a summer shelter for women and their children.

The City used CDBG funds during the program year 20-21 to support Youth Shelters and Family Services (YSFS) in providing Cold Weather Shelter and Transitional Living for young adults ages 17-24. During the pandemic, 47 young people ages 18-24 were provided Cold Weather Shelter (CWS). This was an increase from the prior year due to capacity restrictions of other shelters during the pandemic, a desire on the part of some youth to reduce COVID-19 transmission risk for vulnerable family members, and an expansion of the months CWS was offered. Many participants in CWS exited to their own apartments through the YSFS Youth Homelessness Demonstration Program (YHDP) Rapid Rehousing program, or, through flexible private funds and diversion case management efforts, found other ways to exit homelessness. CDBG funds also provided much-needed capital assistance for a roof replacement for the Santa Fe Youth Transitional Living Program apartments. Through the Transitional Living Program, 19 youth ages 17-21 were provided a safe place to stay and case management to help them attain their educational and employment goals.

Another way that families experiencing homelessness are assisted is through the Adelante program, which provides referrals to services, school supplies, food, clothing and other supports to students enrolled in Santa Fe Public Schools and their families. CDBG funds were used to expand staff hours which enabled the program to serve over 2,880 individuals in need, a much higher number than in previous years due to the economic shutdown related to the pandemic.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent "at-risk" populations such as unaccompanied youth, battered families, people with disabilities, veterans and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling. These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City, through its community partners supports emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City of Santa Fe also works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A Homeless Task Force was convened in 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." In line with the draft recommendations of the report, in 2018 rapid rehousing was proposed as an immediate response to stabilize the housing situations of those experiencing homelessness and discharged from public institutions and systems of care. During the program year, the

City continued its work with the Built for Zero initiative, a nationally recognized, evidenced-based program which provides strategies and solutions for eliminating chronic homelessness. Implementation of the program begins with the identification of every homeless person in the City, followed by a coordinated plan with non-profits and service providers to target the specific needs of each identified individual. The goal is to provide linkage to housing for each identified homeless individual, as well as the services required, uniquely suited to their situation, and eliminate the chronic homelessness populations together as a community by 2021.

The use of Rapid Rehousing is limited by its applicability to the household in need. Life Link, the City's primary partner in administering rapid rehousing assistance, assesses each household at intake. For those with fewer barriers, rapid rehousing provides support until the household either increases income or benefits and can manage the housing expense independently. For some homeless households, rapid rehousing resources can be used to stabilize short term housing situations until a permanent supported housing unit becomes available without jeopardizing their eligibility status. Life Link and other rapid re-housing providers emphasize ongoing case management and referral to other services (employment, education, job training, budgeting, health care/insurance, food, transportation, etc.) so that when assistance ends with one program, the household is poised to enter another program if independence has not been achieved. It is likely that in the near future, local resources will need to be deployed to further support this type of assistance, given the pandemic-related and greatly increasing housing instability of low-income households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

For chronically homeless households, the service delivery system relies on a network of housing providers, and services coordinated through the Continuum of Care, the City's funding cycles (through the Children and Youth Commission, the Human Services Commission and the Community Development Commission), and other regional efforts. Upon intake each homeless or at-risk household is assessed to determine whether they qualify for rapid rehousing or whether their needs are more intensive. If the household has few barriers then they can use rental assistance until they are able to manage the housing expense on their own- either through income or an increase in benefits. Extensive outreach activities include veterans, their families and unaccompanied youth.

The Resource Opportunity Center (ROC) once called Pete's Place in the existing Interfaith Shelter offers emergency beds, meals, and clothing as well as veteran's resource services and housing linking for veterans and their families as well as unaccompanied youth. Homeless individuals or families can also use Rapid Rehousing to get out of the shelter system and into housing without losing their homelessness

status (dependent on the funding source). It is the responsibility of the Case Manager to be knowledgeable about housing programs and other resources in the community and to work closely with the household to identify areas that need support which include but are not limited to: permanent supported housing, employment, education, job training, budgeting, health insurance, food, transportation, and support services. Another aspect once a household is stabilized is to continue working with case management so that that housing stability is maintained when assistance ends or circumstances change.

The City has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and Las Soleras Station (87 units) where 25% of the units are set aside for people at 30%AMI or less, many of them exiting homelessness. On-site support services and referral to other service providers is also provided. Additionally, by the end of 2021, Siler Yards will offer 65 units of affordable rental housing, in collaboration with a community resource center and economic development initiatives. The City has contributed financially in various ways to each of these projects.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Santa Fe Civic Housing Authority (SFCHA) is the public housing agency in Santa Fe. As previously reported, it oversees 490 units of public housing, and manages 670 Section 8 vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Over 400 people are on the public housing waiting list, and close to 200 people on the Section 8 Voucher waiting list for Santa Fe. SFCHA receives approximately 40 applications per month for public housing. The application window is closed when 400 are reached. With only 6 to 8 families and/or individuals coming out of the program each year, new openings are extremely limited. This year is particularly challenging as the turnover for vouchers and units is practically nonexistent because of the pandemic.

The Housing Authority is considering moving towards site-based or site-driven wait lists, which better supports applicants so that the Authority doesn't have to turn an individual or family down because of location, school district or other limiting factors, and to avoid having to send an individual or household back down to the bottom of the list again.

Newly refinanced properties are being systematically renovated to address long-term deferred maintenance issues. The City of Santa Fe assists this process by donating the lease value of the land on which the units are sited which is city-owned and providing fee waivers when possible. Villa Consuelo, a 100-unit Senior housing apartment complex, was partially funded by the City's CDBG entitlement grant in 2019 for complete rehabilitation and energy efficiency improvements, estimated for completion in 2020.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Santa Fe Civic Housing Authority continues to run a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

Actions taken to provide assistance to troubled PHAs

The PHA is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Disproportionately, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe is reviewing its policies and practices to mitigate barriers to housing development--particularly affordable housing development. A review of city housing policies and land use and zoning regulations identified concerns in 2016, as well as in the 2017 ACH, namely stakeholders raising concerns about inconsistent and unpredictable development approval decisions and “NIMBYism” (acronym for "Not In My Back Yard") affecting approvals. According to stakeholder interviews and private sector focus groups there is a stigma associated with affordable housing developments and neighborhood associations make strong efforts to impede affordable development.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing. The advantage to these areas is they don’t have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, on St. Michael’s Drive. Also, the City works closely with the newly formed “Santa Fe Housing Action Coalition” which brings together industry group organizations (housing providers, homebuilders, realtors, architects) and members of the public to implement outreach and education efforts about affordable housing and to lobby for recurrable funding sources.

Recognizing that one size does not fit all, a new fee-in-lieu menu of options for developers was adopted in December of 2019 to ease the barriers to multi-family rental development. The inclusionary zoning ordinance allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, affordable to 50 - 60% AMI, and HUD's Fair Market Rent. Additionally, the ordinance amendments increased incentives available to Developers to encourage the set aside of rent-restricted units. In the upcoming program year, two projects will break ground with affordable units included on site.

Revenues generated through the fee in lieu of program are used to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city

code and must be compliant with the NM Affordable Housing Act.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As reported, the projects that were funded and executed through CDBG and local funds increase the availability of affordable housing to low and moderate income households. Furthermore, the City has actively supported the development of several LIHTC multi-family properties with local funds and through the donation of City-owned land. Applications were opened for Siler Yards, 65 units of affordable rental housing. All of the properties address the needs of people transitioning out of homelessness, renters with special needs and very low incomes by offering 25% of their units at rents affordable to those earning 30% AMI and less.

Another underserved need that was addressed during the program year was to greatly improve access to broadband and internet services. The City's Office of Economic Development expanded free wi-fi to reach the exterior of schools, libraries and City buildings in addition to mobile home parks in the 87507 zip code, Santa Fe's lowest income area. This action was in direct response to remote learning requirements which were in place for the majority of the 20-21 school year but also as a longer-term means to promote equity and economic opportunities.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

As part of their home repair program, Homewise has tested 60 homes for lead since 2002. Of these, only four tested positive, which is 7% of the homes they tested. Extrapolated to the number of homes in Santa Fe built before 1950 (2,499 homes), a rough estimate is 175 homes could contain lead-based paint citywide.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Given the City's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that CDBG funds supported to reduce the number of poverty level of families in 2019 were:

- Provide Emergency home repair/improvement funding to support 19 low to moderate income homeowners (30 to 80 percent AMI) with home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters;
- Provide donated land, fee waivers and local funds to support the preconstruction work for an affordable rental development of 65 units;
- Support the efforts of local nonprofits and the Santa Fe Civic Housing Authority to build and conserve affordable rental units through fee waivers, below market lease fees and funding for pre-construction services;
- Provide wealth building opportunities and preservation of wealth through mortgage reduction loans (20).

Additionally, in 2019, local funds were used to provide short-term rental assistance for individuals and families experiencing episodic homelessness and/or in danger of losing their current housing situations. As the pandemic took hold, the City further mobilized local resources to help renters with housing costs and foreclosure prevention.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Santa Fe continuously carries out the priorities in the *2018-2022 Consolidated Plan* by collaborating with non-profit partners. The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for its partner nonprofits. Another strength of this service delivery model is that a wide array of services is provided with little overlap because of the coordination between City departments as well as between the City and nonprofit partners. This cooperation ensures that services reach those in most need, including homeless families and individuals and those in danger of becoming homeless – veterans, senior citizens, victims of domestic violence, very low-income renters, at risk youth – and people with special needs and disabilities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

St. Elizabeth Shelters & Supportive Housing has been an active member of the Santa Fe Housing Action Coalition almost since its inception. As a member of the steering committee we fully support the initiatives that the coalition is proposing to reduce the barriers to affordable housing in Santa Fe.

In December 2020 St. Elizabeth took on the management of the Santa Fe Suites, a formerly 123 unit extended-stay motel and converted it into housing for those coming out of homelessness and low-income individuals and couples. Purchased by the national non-profit organization Community Solutions, who goal is to end homelessness through a systematic and methodical approach, and with funds from the City of Santa Fe and the New Mexico Mortgage Finance Authority (via the CARES Act), the project has been a resounding success. In only 7 and half months, the Suites has rented 112

apartments to formerly homeless and low-income individuals and couples. Most of them are receiving wrap around services from 2 on-site case managers as well as partnering agencies like The Life Link, the VA, and Santa Fe Recovery, to name a few. The program, property and case managers have all taken 2 classes each on the NM Uniform Owner Resident Relations Act and HUD's Fair Housing Act. The breakdown of residents is as follows: 59 Formerly homeless residents (40 are subsidized, 19 are self-pay) and 53 Market rate renters.

St. Elizabeth continues to play a strong role in providing services to the needs of the homeless in Santa Fe. With 5 separate facilities, we now sleep about 225 people a night at one of our programs. We also provide food, clothing, hygiene products and mail services to almost 2000 street clients a year. We collaborate closely with the Interfaith Community Shelter, Consuelo's Place and NM Coalition to End Homelessness. We receive $100,000 a year from the City of Santa Fe Community Services Department Human Services Committee to provide navigation services to our shelter clients. This has enabled to us to assist them with finding work, applying for social security disability, obtaining medical and mental health services and ultimately, housing.

One area that desperately needs attention is the needs of the mentally ill homeless. It appears that since COVID erupted there has been a large increase in their number. The current shelters in town are not equipped to provide much service to these individuals. There really should be a separate facility in town just for these individuals.

The City's Office of Affordable Housing coordinates closely with other City departments including the Youth and Family Services Division of the Community Services Department. The Youth and Family Services Division funds emergency housing and community development programs as well as social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and

YouthWorks, as well as Youth Shelters and Family Services have provided several programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another of the City's nonprofit partners, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming is located at housing authority sites.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In the 2017 Assessment of Fair Housing, the HUD provided Opportunity Indices show that Hispanic

populations experience some of the lowest access to opportunity, particularly in the low poverty, school proficiency and labor market indexes. The indicators in Santa Fe that are of most concern are poverty and school proficiency, both of which indicate low access to opportunity. According to stakeholders and residents, lack of access to opportunity is affected by infrequent public transportation services to higher opportunity neighborhoods and destinations outside of core service areas (e.g., county social services office), limited hours and days of operation of some routes, lack of holiday service, etc. As per the 2016 Analysis of Impediments, the City's efforts to address barriers have focused on improving access to fair housing information, enhancing resident knowledge of fair housing rights and empowering residents to take action when they perceive a fair housing violation. These efforts have included:

- Preparation of outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the state Mobile Home Act. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights "Novella," both in Spanish and English called "Tino the Tenant"/"Tino el Inquilino", a story about a tenant who shares his own discrimination experiences with a group of acquaintances. Distribution is ongoing throughout the year predominantly in Spanish-speaking and lower income neighborhoods as well as through school liaisons with the Santa Fe Public Schools and community facilities throughout the city.
- The Office of Affordable Housing has participated actively with the newly formed Santa Fe Housing Action Coalition, and sponsored the production of an informational video, with a distribution plan for an outreach campaign to educate the public about affordable housing and fair housing issues
- The City of Santa Fe has committed funding or matched resources (meeting facilities), conditional on finalized budgets, to fair housing consultants to conduct fair housing training for lenders and apartment managers.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The CDBG Administrator monitors program service providers funded by CDBG to ensure compliance with requirements through site inspections and documentation of organizational structures, with applicability to HUD national objectives and scope of work. The City of Santa Fe utilizes HUD's following guides to ensure compliance:

- "Guidebook for Grantee's on Sub-recipient Oversight"
- CPD Monitoring Handbook
- "Managing CDBG"
- "Ensuring CDBG Sub-recipient Timeliness Guidelines"
- CFR 570 Federal Regulation governing CDBG and including Part 58 governing Environmental Reviews
- Davis Bacon fair wage resources via the Department of Labor

Additionally, the Office of Affordable Housing attends technical assistance trainings in monitoring, sub-recipient oversight and fair housing throughout the year. Other ways in which the City ensures that programs are monitored appropriately and that the public has opportunity for comment include:

Site Visits: For the 2019 projects funded through CDBG, site visits were held virtually. Prior to the visit, the subrecipient completed a self-monitoring checklist, describing accomplishments and procedures for complying with CDBG regulation. Staff members met via Zoom call with the leadership team of the particular non-profit sub-recipient, and reviewed selected files for accuracy based on the guiding regulations and documents. Like prior years, staff notes both deficiencies and accomplishments at the time of monitoring and by follow up letters which outline corrective actions to be taken to achieve effective, efficient program delivery. All 2019 CDBG funded activities were monitored for performance measurement and financial, as well as record keeping oversight.

Reporting and Fiscal Management: Staff ensures that all sub recipients keep detailed records for the Performance Measurement System to evaluate the effectiveness of the project in meeting the needs of targeted populations. Relevant data include the number of clients served, income and employment (locally and with the City depending on the program), assets breakdown (when appropriate) and Performance Measurement data by project type (Housing, Economic Development, Public Service or Facilities & Improvement), ethnicity and age breakdown.

This information is submitted quarterly and input into the Integrated Disbursement and Information System (IDIS) with data finalized prior to program closeout and reporting in the Program Year

CAPER. The reports track completion of the contracted scope of services and track program demand and utilization by demographic category for services provided by the program. The sub-recipient's program manager also must submit audits and/or audited financial statements which include a breakdown of the expenditures and revenue (including Program Income if relevant) and a specific description of the charges as defined in the contract.

Procurement and services provided by the subrecipients as well as the City followed the Fair Housing guidelines to include required community outreach and education for minorities, notifcations in Spanish as well as translation, and any additional required and requested services specific to assist persons with disabilities including those with hearing, visual, or physical impairments.

Note: this section will be updated upon conclusion of the public review and comment period.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The CDBG Citizen Participation Plan, as approved by HUD, requires that Santa Fe residents be given adequate time – a minimum of 15 days – to review the City's use of CDBG funds as well as holding a Public Hearing at a regular City Council meeting for public comment. For the public comment opportunity, the Office of Affordable Housing published a Legal Notice in Spanish and English on Monday, August 23, 2021 in the Santa Fe New Mexican, soliciting written public comment (or comments by phone call). The document was made available from August 23 – September 8, 2021 virtually due to global health pandemic at the following website address: https://www.santafenm.gov/hudrequiredreportingandplans. Paper copies were provided upon request and phone calls also accepted.

To comply with the HUD Public Hearing requirements for public input on the 2020 CAPER, the City Clerk published an official notice in the Santa Fe New Mexican Legal Section on August 26, 2021 to provide notice for the Public Hearing held on September 8, 2021.

The CAPER is made available to the public for review along with other internal committee reviews within the timeline below:

- City Finance Committee: August 30, 2021
- City's Community Development Commission: September 1, 2021
- City Quality of Life Committee: September 1, 2021
- City's Public Works Committee: September 7, 2021
- Public Hearing, City Council: September 8, 2021

Citizens have three options to participate. They may participate by attending public meetings, which are held virtually, given the current State of NM guidelines regarding mass gatherings. They may submit written comments via email or regular mail to the Office of Affordable Housing, and may testify at public hearings via Zoom. They may watch all public meetings and hearings on the City of Santa Fe's YouTube channel and watch past meetings through its archives, links to which are posted prominently on the City's website https://www.youtube.com/user/cityofsantafe. All CDBG contracts represented in the CAPER were reviewed and recommended for approval by the Governing Body prior to the start of the program year on July 1, 2020 and provided in meeting packets available on the City's website: https://santafe.primegov.com/public/portal. The public review period for the Action Plan was also advertised in the Santa Fe New Mexican and the packets made available on the City's website.

No public comments were made via the electronic documents made available on the City's website, through email or as part of the public hearing on September 8, 2021.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The global pandemic has shifted the City's approach to community development from longer term goals. In March of 2020, the Midtown campus property was partially converted into a homeless shelter, specifically for people without a safe place to quarantine or maintain social distance. Once housed, the residents were able to access an array of services, including three meals per day. Additionally, the site accepts discharged patients from local hospitals (including those who are recovering from COVID without an appropriate place to quarantine), as well as those leaving recovery programs and detention centers. As a result of the success of the Midtown Shelter and efficacy in preventing Covid outbreaks amongst the people experiencing homelessness, the City further focused this year on providing stable housing for those who don't have it (including very low income renters) not only for the duration of the pandemic but extending into the near future. Specifically, this was achieved through the use of State of NM CARES Act funds to partially fund the purchase of the Santa Fe Suites, a long stay motel property that is in the process of being converted into permanent supportive housing.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Review and Recommend Approval of Consolidated Annual Performance Evaluation Review (CAPER) on uses of CDBG Funds for the 2020 - 2021 Program Year, as Required by HUD (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868).

Committee Review:
Finance Committee: 8/30/2021
Community Development Commission: 9/01/2021
Quality of Life Committee: 9/01/2021
Public Works Committee: 9/07/2021
City Council Public Hearing: 9/08/2021

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET QUALITY OF LIFE MEETING OF 9/1/2021
ISSUE NO. 7g Review and Recommend Approval of Consolidated Annual Performance Evaluation Review (CAPER) on uses of CDBG Funds for the 2020 - 2021 Program Year, as Required by HUD (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868). **Committee Review:** Finance Committee: 8/30/2021 Community Development Commission: 9/01/2021 Quality of Life Committee: 9/01/2021 Public Works Committee: 9/07/2021 City Council Public Hearing: 9/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/8/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7e

Review and Recommend Approval of Consolidated Annual Performance Evaluation Review (CAPER) on Uses of CDBG Funds for the 2020 - 2021 Program Year, as Required by HUD. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee Review:
Finance Committee: 08/30/2021
Community Development Commission: 09/01/2021
Quality of Life Committee: 09/01/2021
Public Works and Utilities Committee: 09/07/2021
Govering Body (Public Hearing): 09/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/08/21 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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