City of Santa Fe

AGENDA

SPECIAL MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
OCTOBER 25, 20215:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

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

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

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/84218395279?pwd=cFV3cFduZVFuV0RON0I1Q3ZkbHdDZz09
Passcode: 250402
Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 669 900 6833 - Webinar ID: 842 1839 5279 - Passcode: 250402**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

a. Approval of the October 12, 2021 Public Works and Utilities Committee Meeting Minutes

6. **PRESENTATION/INFORMATIONAL ITEMS**

a. Streetlight LED Conversion Project Report. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

7. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Cassutt, Councilor Rivera, Councilor Garcia, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Waiving the City Personnel Rule's Limitations on Salary Increases for the Purpose of Offering a Wage of at Least Fifteen Dollars Per Hour to All City Employees in November, 2021.
1. Request for Approval of Budget Amendment Resolution in the Total Amount of $149,862 to Increase Salaries to $15 Per Hour.

Committee Review:
Quality of Life Committee: 10/20/21
Public Works and Utilities Committee: 10/25/21
Governing Body: 10/27/21

b. Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project; Request for approval of a Professional Goods and Services Agreement in total amount of $663,224.72 for a twelve (12) month term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099; (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review
Public Works and Utilities Committee: 10/25/2021
Finance Committee: 11/01/2021
Governing Body – 11/10/2021

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera, Councilor Abeyta, and Councilor Romero-Wirth)
A Resolution Directing the City Manager to Identify and Apply for Federal and State Funding Sources for Water, Wastewater, and Other Water-Related projects. (Alan Hook, Water Resources Coordinator Assistant: aghook@santafenm.gov, 955-4205)

Committee Review:
Public Works and Utilities Committee: 10/25/21
Governing Body: 10/27/21

d. Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $131,698 to fund the reclassification of two positions. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

1) Reclassify a Source of Supply Water Operator Entry position to a Water Operator Advanced position, an increase amount of $42,788;
2) Reclassify and transfer Utility Customer Service Meter Reader position to the Water Division SOS Water Operator Advanced position, an increase of $88,910.

Committee Review:
Public Works and Utilities Committee: 10/25/2021
Finance Committee: 11/01/2021
Governing Body: 11/10/2021

e. Request for the Approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation in the Amount of $115,776.39 including NMGRT for Design/Build services for the design and construction of a new restroom facility that will be located at the Water Street parking lot; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

1) Request for the approval of a BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction for the Water Street Restroom project, as approved at the CIAC on 11/17/2020 Item 6B; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

2) Request for the approval of a BAR in the amount of $125,770 to transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

Committee Review:
Public Works and Utilities Committee: 10/25/2021
Finance Committee: 11/01/2021
Governing Body: 11/10/2021

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, November 8, 2021**

12. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE OCTOBER 12, 2021 AT 5:00 PM VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at 5:02pm

2. ROLL CALL

Members Present:
Councilor Chris Rivera
Councilor Michael Garcia
Councilor Roman Abeyta
Councilor Signe Lindell
Councilor JoAnne Vigil Coppler

Members Excused:
None

Others Attending:
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Mark Baca, Attendee
Alan Hook, Attendee
Mike Dozier, Attendee
Erick Aune, Attendee
Jesse Roach, Attendee
Melissa McDonald, Attendee
Andy Hopkins, Attendee
Rich Brown, Attendee
Kyra Ochoa, Attendee
Bill Schneider, Attendee
Mary McCoy, Attendee
Bernadette Salazar, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the agenda as amended.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the consent agenda as amended.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Councilor Vigil Coppler pulled items C,E,J,K,M,N,O for discussion.
Councilor Lindell pulled items D,E for discussion
Councilor Garcia pulled items D,E,J for discussion
Councilor Abeyta pulled items D,E for discussion.

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the 9.27.2021 Public Works and Utilities Committee.

MOTION: moved, seconded by , to approve the minutes as presented.

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

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: Councilor Rivera

6. **PRESENTATION**

a. Status of major roads and trails projects progress and funding. (Romella Glorioso-Moss, Senior Project Administrator, rsglorioso-moss@santafenm.gov, 505-955-6623 and Erick Aune, Director Metropolitan Planning Organization, ejaune@santafenm.gov, 505-955-6664).

Presentation postponed to 10/25/2021 Public Works and Utilities Committee Meeting.

b. Monthly Water Supply and Demand Update for September 2021. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)
Committee Review:
Governing Body: 10/13/2021

7. **ACTION ITEMS: CONSENT**

a. Request for Approval of the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625 and Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 10/04/2021
Quality of Life Committee: 10/06/2021
Public Works and Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the grant as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

b. Request for Approval of renewal of Joint Funding Agreement (JFA) 22RGJFA30 with the United States Department of Interior's (DOI) United States Geological Survey (USGS) for $78,855 (excluding GRT) to continue permit-required monitoring programs for Santa Fe River and Buckman Well Field. (Alan Hook, Water Resources Coordinator, aghook@santafenm.gov, 955-4205)

Committee Review:
Public Works and Utilities Committee: 10/12/2021
Finance Committee: 10/18/2021
Governing Body: 10/27/2021

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

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

c. CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, Councilor Cassutt, Councilor Rivera, and Councilor Garcia)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars Per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City Employees Paid Less Than Fifteen Dollars Per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette

Salazar, Human Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to Increase Salaries to $15 Per Hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21
Governing Body 10/27/21

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

item pulled by Counicior Vigil Coppler for discussion
Councilor Rivera would like to be added as a Sponsor to this item
Councilor Vigil Coppler will be coming forward to the 10.13.21 GB with an amendment.
Councilor Garcia would like to be added as a Co-Sponsor to this item.

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera)
A Resolution Adopting the 2023-2027 Infrastructure Capital Improvements Plan ("ICIP"). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622)

Committee Review:
Introduced: 09/29/21

Finance Committee: 10/04/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the resolution as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

e. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Establishing City of Santa Fe Legislative Priorities for Consideration by the New Mexico State Legislature During the 55th Legislature – State of New Mexico – Second Session, 2022. (Regina Wheeler, Public Works Director: rawheeler@santafenm.gov, 955-6622; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 9/29/21
Finance Committee: 10/18/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/27/21

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

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

f. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Authorizing Officer(s) to Sign on Behalf of the City, so that the City May be Eligible for and to Receive Federal Transit Authority Funding. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the resolution as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

g. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Approving the City of Santa Fe's Title VI Transit Program as Required by the Federal Transit Administration. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the resolution as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

h. Request for the Approval of a Budget Adjustment Request (BAR) to allocated $2,337,957 from FY21 GRT in excess of budget to fund the reconstruction and repairs of the Bicentennial Pool facility; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

Committee Review:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

Item removed from agenda. this is a duplicate item.

i. Request for Approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $600,000 from FY21 GRT in Excess of Budget to the Railyard WIP Construction Budget for the Santa Fe Train Depot Exterior Rehabilitation Project.

Committee Review:
Finance Committee: 10/04/2021
Public Works and Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

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

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

j. Request for Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to Repair and Reconstruct the Bicentennial Pool; $1,948,419.42 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocated $2,337,957 from FY21 GRT in Excess of Budget to Fund the Reconstruction and Repairs of the Bicentennial Pool Facility.

Committee Review:
Finance Committee: 10/04/2021
Public Works/Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to move the contract forward with no recommendation.

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

For: Councilor Garcia, Councilor Abeyta, Councilor Vigil Coppler

Against: Councilor Rivera, Councilor Lindell

Abstain: None

k. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $262,464 to Carry Forward the Balance of the Safe Routes to School (SRTS) Grant Funds Encumbered for the PSA with Santa Fe Conservation Trust. (Melissa McDonald, Interim Parks Division Director: mamcdonald@santafenm.gov, 505-303-9502).

Committee Review:
Public Works & Utilities Committee: 10/12/2021

Finance Committee: 10/18/2021
City Council: 10/27/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Abeyta, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

l. Request for Approval of the 2022 Public Works and Utilities Committee Meeting schedule. (Jamie-Rae Diaz, Public Utilities Administrative Manager, jldiaz@santafenm.gov, 955-4233)

Committee Review:
Governing Body: 12/08/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the meeting information as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

m. Request for Approval of a Budget Adjustment Resolution (BAR) from Cash Balance to Water Division CIP and Operating Project Balances in the

amount of $1,206,395. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309

Committee Review:
Public Works and Utilities Committee: 10/12/2021
Finance Committee: 10/18/2021
Governing Body: 10/27/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

n. Request for Approval of Budget Adjustment Resolution (BAR) from Cash Balance for Wastewater Division CIP Projects and Operating Projects in the amount of $4,350,805. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/12/2021
Finance Committee: 10/18/2021
Governing Body: 10/27/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

o. Request for Approval of Agreement #3203030 with Bradbury Stamm Construction for $19,741,000 Plus $1,665,646.88 New Mexico Gross Receipt Tax for a Total of $21,406,646.88 for Construction of the Airport Terminal Building and Parking Lot Expansion. (Mark Baca, Airport Manager; mdbaca@santafenm.gov, 955-2901)

1. Approval of a BAR for $12,382,747 for the Construction of the Airport Terminal and Parking Lot Expansion.

Committee Review:
Public Works/Utilities Committee: 10/12/2021
City Council: 10/13/2021

MOTION: Councilor Vigil Coppler moved, seconded by , to deny the contract as presented.

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

For: Councilor Garcia, Councilor Vigil Coppler

Against: Councilor Rivera, Councilor Abeyta, Councilor Lindell

Abstain: None

a motion was made by Councilor Vigil Coppler for this item to go to 10/18/2021 Finance Committee then back to 10/25/2021 Public Works and Utilities Committee then to 10/27/2021 Governing Body.
A subsequent motion was made by Councilor Lindell for this item to follow the scheduled schedule.

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the contract as presented with a subsequent motion

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

For: Councilor Rivera, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: Councilor Garcia, Councilor Vigil Coppler

8. **ACTION ITEMS: DISCUSSION**

9. **EXECUTIVE SESSION**

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: October 25 2021**

14. **ADJOURN**

meeting ended at 8:49pm

_____ _____

Liaison Chair

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Approval of Minutes from the 9.27.2021 Public Works and Utilities Committee.

Item Type - minutes

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12510

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 1

Vote Absent Count - 0

Vote For Names - Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names - Chris Rivera

Vote Absent Names -

Voting Date Time = 12/10/2021 17:19:43

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee –10/04/2021
Quality of Life Committee – 10/6/2021
Public Utilities and Public Works Committee –10/12/2021
Governing Body – 10/13/2021

Item Type - grant

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12312

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 19:54:09

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Quality of Life Committee

Meeting State - Final

Meeting Start Date - 06/10/2021

Meeting End Date - 07/10/2021

Meeting Committee - Quality of Life Committee

Meeting Custom Tracking Number -

Item Title - Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee –10/04/2021
Quality of Life Committee – 10/6/2021
Public Utilities and Public Works Committee –10/12/2021
Governing Body – 10/13/2021

Item Type - grant

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12312

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Renee Villarreal

Motion Status - approved

Motion Time Stamp - 06/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Jamie Cassutt, Michael Garcia, Chris Rivera, Renee Villarreal, Carol Romero-Wirth

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 06/10/2021 16:37:03

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625 and Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 10/04/2021
Quality of Life Committee: 10/06/2021
Public Works and Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

Item Type - grant

Item Owner - Mary McCoy

Item Background -

Item Sponsor -

Item Tracking Number - 21-12312

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 17:30:10

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title -

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human
Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - budget adjustment resolution (BAR)

Item Owner - Mary McCoy

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12325

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 05/10/2021 07:04:06

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Quality of Life Committee

Meeting State - Final

Meeting Start Date - 06/10/2021

Meeting End Date - 07/10/2021

Meeting Committee - Quality of Life Committee

Meeting Custom Tracking Number -

Item Title -

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human
Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - budget adjustment resolution (BAR)

Item Owner - Mary McCoy

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12325

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 06/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Jamie Cassutt, Michael Garcia, Chris Rivera, Renee Villarreal, Carol Romero-Wirth

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 06/10/2021 17:19:54

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title -

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars Per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City Employees Paid Less Than Fifteen Dollars Per Hour. (Mary McCoy, Finance
Director: mtmccoy@santafenm.gov, 505-955-6171 and Bernadette Salazar, Human Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to Increase Salaries to $15 Per Hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - budget adjustment resolution (BAR)

Item Owner - Mary McCoy

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12325

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 17:59:27

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera) A Resolution Adopting the 2023-2027 Infrastructure Capital Improvements Plan ("ICIP"). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/04/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - Regina Wheeler

Item Background -

Item Sponsor - Chris Rivera

Item Tracking Number - 21-12428

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status -

Motion Time Stamp - 12/10/2021

Vote For Count - 0

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names -

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = Click or tap to enter a date.

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera) A Resolution Adopting the 2023-2027 Infrastructure Capital Improvements Plan ("ICIP"). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/04/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - Regina Wheeler

Item Background -

Item Sponsor - Chris Rivera

Item Tracking Number - 21-12428

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Roman Abeyta

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 18:44:34

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Authorizing Officer(s) to Sign on Behalf of the City, so that the City May be Eligible for and to Receive Federal Transit Authority Funding. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - David Chapman

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12436

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 17:30:50

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Approving the City of Santa Fe's Title VI Transit Program as Required by the Federal Transit Administration. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - David Chapman

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12437

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 17:31:04

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request approval of a Budget Adjustment Request (BAR) in the amount of $600,000. from FY21 GRT in excess of budget to the Railyard WIP Construction budget for the Santa Fe Train Depot Exterior Rehabilitation Project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

Item Type - contract

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12445

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:54:02

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $600,000 from FY21 GRT in Excess of Budget to the Railyard WIP Construction Budget for the Santa Fe Train Depot Exterior Rehabilitation Project.

Committee Review:
Finance Committee: 10/04/2021
Public Works and Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

Item Type - contract

Item Owner - Sam Burnett

Item Background -

Item Sponsor -

Item Tracking Number - 21-12445

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 17:31:52

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for the Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to repair and reconstruct the Bicentennial Pool; one million nine hundred forty eight thousand four hundred nineteen dollars and forty two cents ($1,948,419.42) including New Mexico Gross Receipts Tax; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request for the Approval of a Budget Adjustment Request (BAR) to allocated $2,337,957 from FY21 GRT in excess of budget to fund the reconstruction and repairs of the Bicentennial Pool facility; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

Item Type - contract

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12447

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 20:13:56

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to Repair and Reconstruct the Bicentennial Pool; $1,948,419.42 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocated $2,337,957 from FY21 GRT in Excess of Budget to Fund the Reconstruction and Repairs of the Bicentennial Pool Facility.

Committee Review:

Finance Committee: 10/04/2021
Public Works/Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

Item Type - contract

Item Owner - Sam Burnett

Item Background -

Item Sponsor -

Item Tracking Number - 21-12447

Motion Type - No Recommendation

Motion Mover - Michael Garcia

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 3

Vote Against Count - 2

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Michael Garcia, Roman Abeyta, JoAnne Vigil Coppler

Vote Against Names - Chris Rivera, Signe Lindell

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 19:53:56

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of the 2022 Public Works and Utilities Committee Meeting schedule. (Jamie-Rae Diaz, Public Utilities Administrative Manager, jldiaz@santafenm.gov, 955-4233)

Committee Review:

Governing Body: 12/08/2021

Item Type - meeting information

Item Owner - Jamie-Rae Diaz

Item Background -

Item Sponsor -

Item Tracking Number - 21-12504

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 17:32:13

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

LED Streetlight Conversion Project Report #1

PWUC Meeting Date: 10/25/21

Project Status Overview

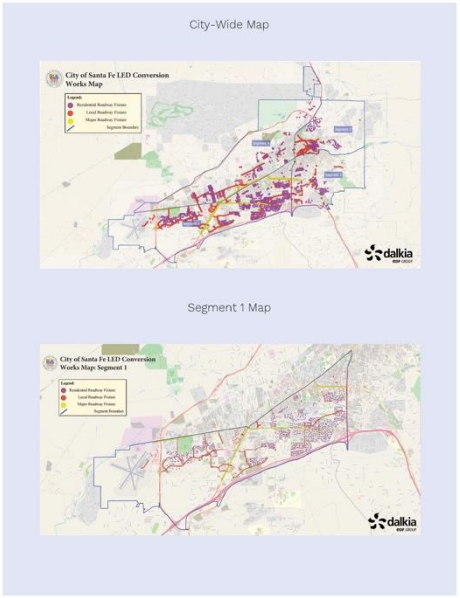
Public Engagement continued with a newsletter distributed to email list and project website updated for public input and information pertinent to this phase of the project. The conversion of lights began Monday, October 18th, 2021 near the Santa Fe Airport. There are two crews operating with plan to ramp up number of crews as operational procedures are further validated. Installation is running smoothly.

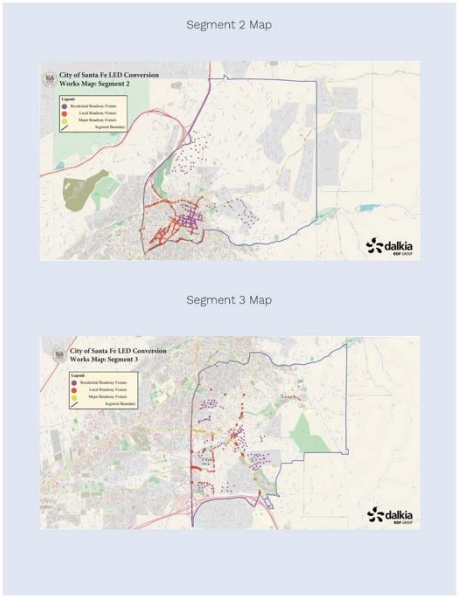
Continuing Community Engagement

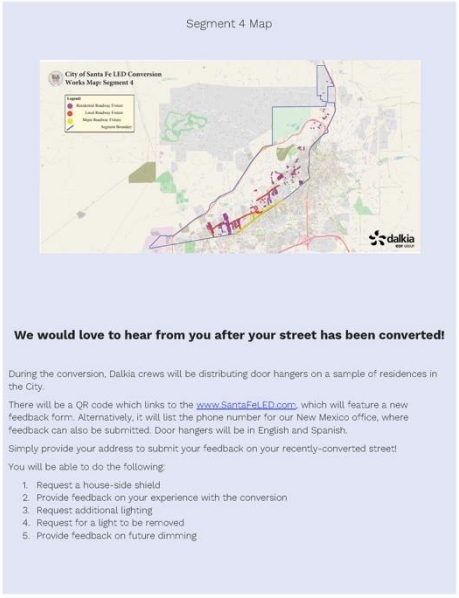
NEWSLETTER

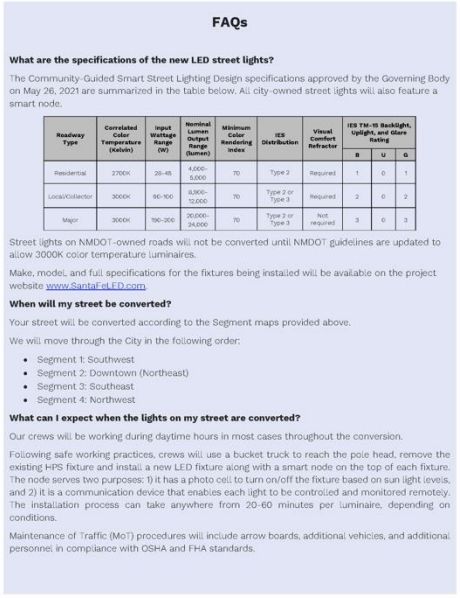
The fifth project newsletter was distributed via email 254 email addresses on September 29, 2021. The newsletter included information about the conversion plan, a city-wide map, maps of each of the four installation Segments and FAQs. This information in the newsletter can be found at SantaFeLED.com.













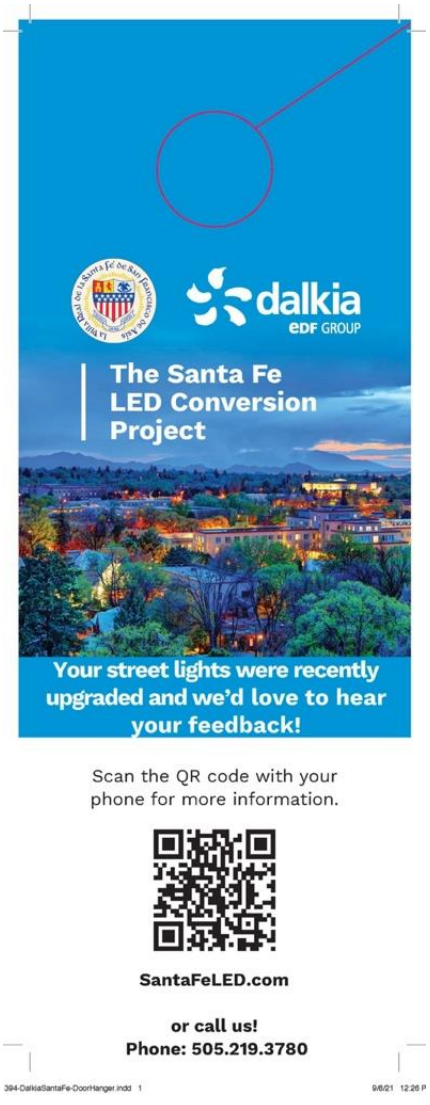
The project website, SantaFeLED.com, was updated to include additional information about the conversion including project benefits, FAQs, maps, and a feedback form with a new automated categorization and response feature to ensure each resident is contacted to resolve their needs. The following feedback below was received after the newsletter distribution. We anticipate significantly more feedback in the coming weeks.

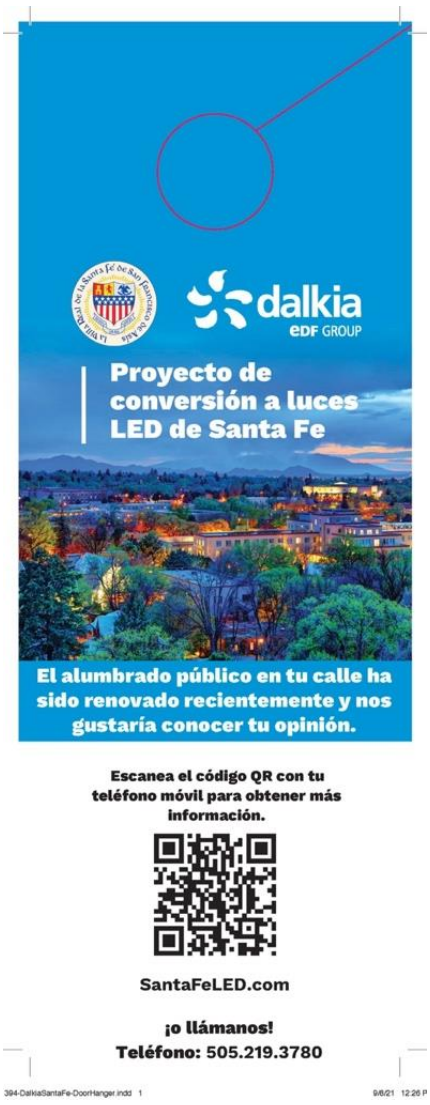
> "Thank you for keeping us informed! I'm excited to see the first set of lights, which I expect to be kinder to the eye, better for the environment and effective in making our city look better, too!"
>
> "THANK YOU SO MUCH! We look forward to requesting both a shield/shields and removals as there are way too many unnecessary street lights on Carlos Rey between Rodeo and Gov Miles. Yea!"

.

DOOR HANGERS

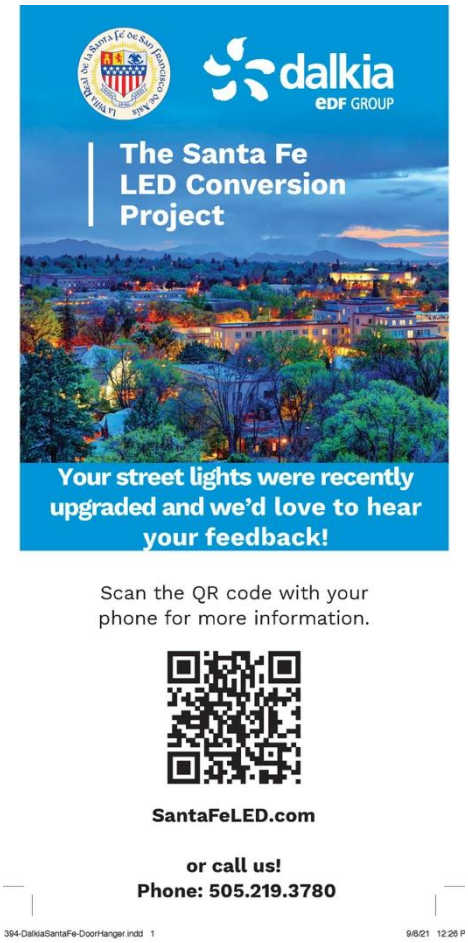
Door hangers are being distributed to 4% of residences in each Segment after their street lights have been converted. The door hanger features a QR-code which links to the website, the website URL, and our office phone number for feedback pathways. One side of the door hanger is printed in English and one side is printed in Spanish.





INFORMATION CARDS

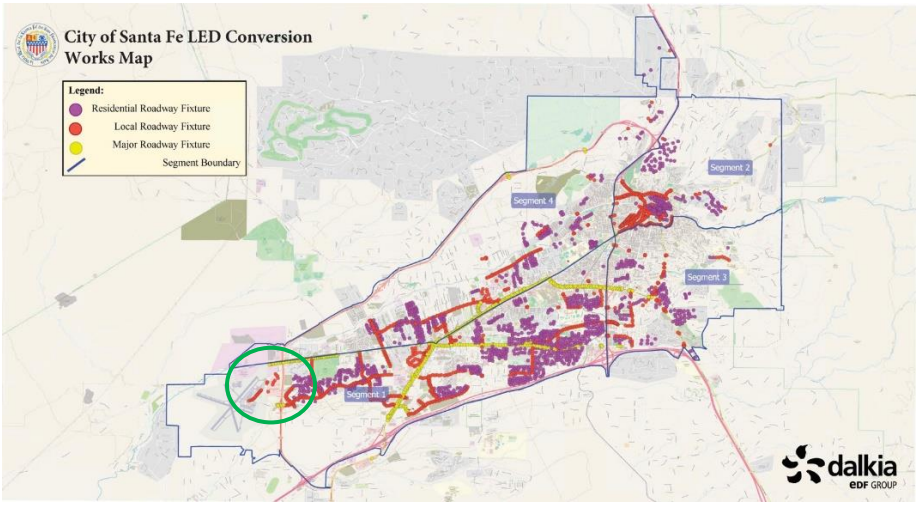
Our crews are equipped with cards that feature the same information as the door hangers. If a person approaches a working crew member with questions or comments, the crew member will provide the information they can and provide the person with the informational card so they can submit feedback or questions.





Conversion Completed from 10/18/21 - 10/20/21

FIXTURES CONVERTED
Residential: 41
Local: 38
kWh saved to Date: 8,464 kWh





FIXTURES CONVERTED 10/18/21 – 10/20/21 GREEN DOTS = COMPLETED FIXTURES

Residential Fixtures converted in Tierra Contenta

After the fixture and the smart node are installed, the smart node is connected to the network system and the fixture is tested for 30 seconds to ensure proper functionality.

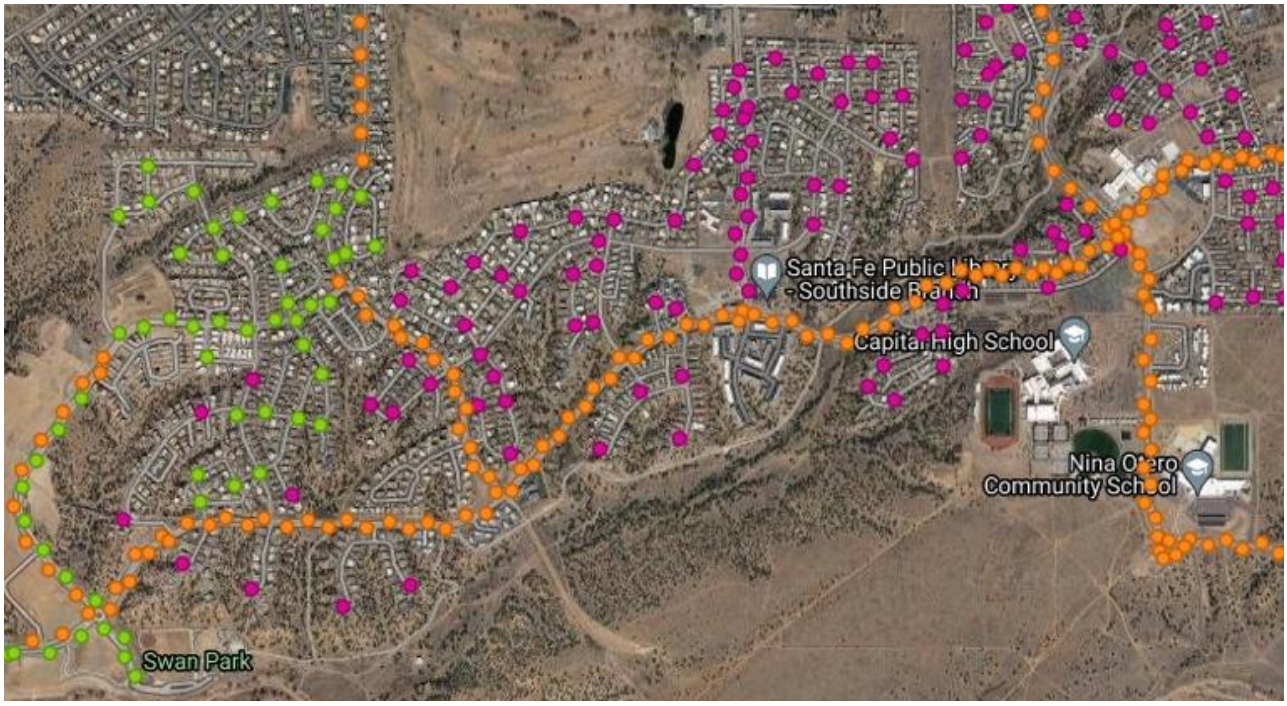




NEXT REPORT

The next report to the PWUC will be November 13, 2021. It will include a progress update along with drone flyover information and feedback received through the website. It will also include an update regarding any house-side shield requests received and fulfilled.

WORK PROJECTED TO BE COMPLETED BY END OF NEXT WEEK



GREEN DOT = COMPLETED FIXTURE
PINK DOT = RESIDENTIAL ROADWAY FIXTURE TO BE CONVERTED
ORANGE DOT = LOCAL ROADWAY FIXTURE TO BE CONVERTED

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell	Councilor Carol Romero-Wirth
Councilor Roman "Tiger" Abeyta	Councilor Jamie Cassutt
Councilor Chris Rivera	Councilor Michael J. Garcia
Councilor JoAnne Vigil Coppler	Councilor Renee Villarreal

A RESOLUTION

WAIVING THE CITY PERSONNEL RULE'S LIMITATIONS ON SALARY INCREASES FOR THE PURPOSE OF OFFERING A WAGE OF AT LEAST FIFTEEN DOLLARS PER HOUR TO ALL CITY EMPLOYEES IN NOVEMBER, 2021.

WHEREAS, since the enactment of the federal minimum wage in the Fair Labor Standards Act in 1938, the federal minimum pay rate has been increased 22 times, by 12 different U.S. presidents, but it hasn't been raised since July 2009, when it was increased to seven dollars and twenty-five cents per hour; and

WHEREAS, the City pays its employees, including part-time and temporary employees, no less than the hourly wage established by the Living Wage Ordinance, SFCC 1987, Section 28-1; and

WHEREAS, the Living Wage in the City of Santa Fe is twelve dollars and thirty-two cents currently; and

WHEREAS, offering at least fifteen dollars per hour for all City of Santa Fe employees, including part-time, full-time, term, at-will, classified, probationary, and temporary employees,

would allow all employees the opportunity to earn more than double the federal minimum wage; and

WHEREAS, other than for employees for whom a wage increase could cause a benefits cliff that would negatively impact income eligible benefits, a fifteen dollar wage would help City workers who work and live in Santa Fe to meet their financial needs, as well as keep the City competitive in the current competitive job market; and

WHEREAS, pursuant to SFCC 1987, Section 2-4.6(B), the City Manager is responsible for compliance with the city's personnel rules and regulations in her employment of all municipal employees;

WHEREAS, Rule 6 of the City's Rules, Regulations, and Policies, regarding the Pay Plan of the City, provides for the City Manager to provide salary increases in three circumstances:

1. Productivity increases for certain employees, based on demonstrated quality of performance and a productivity formula as approved by the City Council;
2. For the emergency retention of employees, except those in temporary status, who have completed at least six months continuous service, other than to retain employees under consideration for another position in the City; and
3. Longevity pay when an employee's salary reaches the maximum pay rate for his/her position after his/her fifteenth year of total service; and

WHEREAS, Rule 15.10 of the City's Rules, Regulations, and Policies, allow for the Governing Body to "temporarily modify or waive" any of its Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the City."

WHEREAS, 150 positions (130 filled, 20 vacant) are currently paid less than fifteen dollars per hour and the positions span nine City departments and 27 job classifications; and

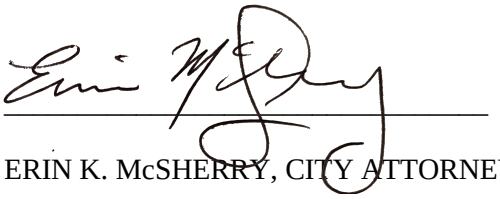
WHEREAS, the 150 positions include positions impact non-union, AFSCME and Fire Unions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body finds that it would be reasonable, appropriate, lawful, and necessary to waive limitations in its existing personnel rules governing the offering of salary increases in order to allow the City Manager to offer all City employees an hourly wage of at least fifteen dollars per hour.

BE IT FURTHER RESOLVED that, by the end of November 2021, the City Manager shall offer increases to the rate of pay up to fifteen dollars per hour for all City employees who do not currently make fifteen dollars per hour.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Personnel Wage Rules Waiver

MEMORANDUM

TO:	Governing Body
VIA:	Jarel LaPan Hill, City Manager
FROM:	Mary McCoy, Finance Director MM
	Bernadette Salazar, HR Director
RE:	City of Santa Fe - $15 Minimum Wage – Resolution and BAR
DATE:	10/15/2021

ITEM AND ISSUE:

Request for the Approval of Resolution waiving the City personnel rule's limitations on salary increases for the purpose of offering a wage of at least fifteen dollars per hour to all city employees in November, 2021 and Budget Adjustments in the total amount of $149,862 to increase salaries to $15 per hour. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

BACKGROUND AND SUMMARY:

Since the enactment of the federal minimum wage in the Fair Labor Standards Act in 1938, the minimum wage pay rate has increased 22 times by 12 different presidents; however, the federal minimum wage hasn't been raised since July 2009, when it was increased to $7.25 per hour.

The City of Santa Fe follows the living wage ordinance which was adopted to establish minimum hourly wages for all businesses in Santa Fe. Currently, the City pays its employees, including part-time and temporary employees, an hourly minimum wage of $12.32 per hour.

Previously, City workers received the following wage adjustments for competitiveness:

- In 2019 to address retention in our police force the City provided $600 thousand in retention incentives for police officers.
- In 2019 to address vacancy rates for transit, paratransit and transit shuttle operators AFSCME employees in bus drivers received approximately $120,000 in a retention incentive program.
- As a result of the 2018 classification and compensation study 290 AFSCME employees (43%) who were paid below the market rate received an average of an 8% raise in FY20.
- In FY20 the City increased the starting wage for cadets from $19.11 per hour to $21 an hour and provided a hiring incentive for new officers with experience in an effort to fill vacant positions.

- In FY21 and FY22 the City also offered $15,000 signing bonus for police officers moving laterally from another law enforcement agency.

PROPOSAL:

Rule 15.10 of the City's Rules, Regulations, and Policies, allow for the Governing Body to "temporarily modify or waive" any of its Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the City." The resolution authorizes the waiver of limitations in existing personnel rules governing the offering of salary increases in order to allow the City Manager to offer all City employees an hourly wage of at least fifteen dollars per hour. The resolution also directs the City Manager to offer increases to the rate of pay up to fifteen dollars per hour for all City employees who do not currently make fifteen dollars per hour by the end of November 2021.

Offering at least fifteen dollars per hour for all City of Santa Fe employees, including part-time, full-time, term, at-will, classified, probationary, and temporary employees, would allow all employees the opportunity to earn more than double the federal minimum wage; help ensure the City is competitive in the current job market in order to retain our current employees and attract new employees; and help ensure the City is staffed up to provide our community with the highest quality of services.

FISCAL IMPACT:

The Budget Office has summarized the fiscal impact of this change for part-time, full-time, term, at-will, classified, probationary, and temporary employees on the various City funds in FY22. The impact for offering at least fifteen dollars per hour for all City of Santa Fe employees for the remainder of the current fiscal year totals $169,706 across all funds and the total full year cost is $294,157 across all funds. The cost estimate includes increases to both salaries and salary-dependent benefits (such as employee retirement/PERA). The table below summarizes the proposed budget adjustment (see attached) of $149,862 from General Fund reserves to fund offering at least fifteen dollars per hour for City of Santa Fe employees. This includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

Budget Adjustment from General Fund Reserves			
		Total Cost -	
		Remainder of FY	**Total Cost -**
Fund	**Fund Title**	**(15 pay periods)**	**Full Year**
100	General Fund	90,314	156,544
222	Fire Environmental Service	2,982	5,169
233	Transportation Grants	1,949	3,378
241	Senior Citizen Grants/Programs	17,493	30,321
251	Library	1,743	3,021
515	Railyard Properties	1,353	2,345
530	Municipal Recreation Complex	2,590	4,489
535	Parking	12,475	21,623
540	Transit Bus System	5,648	9,790
545	Airport	2,605	4,515
550	Genoveva Chavez Community Ctr	10,710	18,564
TOTAL		**149,862**	**259,761**

**Includes salary/benefits budget amounts for affected cost centers (orgs) only*

The table below summarizes a technical budget adjustment from vacancy savings in the same fund/division to fund offering at least fifteen dollars per hour for City of Santa Fe employees.

Increases Funded by TBARs from Vacancy Savings In the Same Fund/Division			
		Total Cost - Remainder of FY	Total Cost - Full Year
Fund	**Fund Title**	**(15 pay periods)**	
505	Water Management	2,369	4,106
511	Utilities Administration	1,517	2,629
TOTAL		**3,886**	**6,736**

**Includes salary/benefits budget amounts for affected cost centers (orgs) only*

The table below summarizes where vacancy savings within the same org will fund offering at least fifteen dollars per hour for City of Santa Fe employees.

Increases Funded by Vacancy Savings Within Affected Org/No Adj Needed			
		Total Cost - Remainder of FY	Total Cost - Full Year
Fund	**Fund Title**	**(15 pay periods)**	
213	Lodgers' Tax Fund	1,292	2,239
365	1/2% GRT Income Fund	2,160	3,744
500	Waste Water Management	199	345
505	Water Management	867	1,503
511	Utilities Administration	1,517	2,629
520	Santa Fe Convention Center	9,923	17,200
TOTAL		**15,958**	**27,661**

**Includes salary/benefits budget amounts for affected cost centers (orgs) only*

ACTION REQUESTED:

We respectfully request your review and approval. The resolution, informational packet and BARs will be presented through the governing body process.

- October 20 2021- Quality of Life Committee
- October 25, 2021- Public Works and Public Utilities Committee
- October 27, 2021- Governing Body

ATTACHMENTS:

Resolution
Budget Adjustment Resolution
Fiscal Impact Report

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
City Clerk / Salaries	1000214	500110		1,163	
City Clerk / FICA	1000214	503100		89	
City Clerk / PERA	1000214	503150		242	
City Clerk / Retiree Health Care	1000214	503250		23	
Library / Salaries	1000102	500110		2,004	
Library / FICA	1000102	503100		153	
Library / PERA	1000102	503150		417	
Library / Retiree Health Care	1000102	503250		40	
Library / Salaries	1000103	500110		1,336	
Library / FICA	1000103	503100		102	
Library / PERA	1000103	503150		270	
Library / Retiree Health Care	1000103	503250		26	
Library / Salaries	2510104	500110		1,337	
Library / FICA	2510104	503100		102	
Library / PERA	2510104	503150		278	
Library / Retiree Health Care	2510104	503250		26	
Seniors / Salaries	2410111	500110		7,094	
Seniors / FICA	2410111	503100		143	
Seniors / PERA	2410111	503150		138	
Seniors / Retiree Health Care	2410111	503250		13	
				$ 14,996	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(149,862)
TOTAL:	**(149,862)**

Andy Hopkins — 10/19/2021
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

Mary McCoy
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 (Oct 20, 2021 11:31 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Seniors / Salaries	2410114	500110		7,747	
Seniors / FICA	2410114	503100		591	
Seniors / PERA	2410114	503150		1,611	
Seniors / Retiree Health Care	2410114	503250		156	
Fire Operations / Salaries	1000021	500110		1,680	
Fire Operations / FICA	1000021	503100		23	
Fire Operations / PERA	1000021	503150		535	
Fire Operations / Retiree Health Care	1000021	503250		40	
Fire Ops (Wildland) / Salaries	1000173	500110		7,200	
Fire Ops (Wildland) / FICA	1000173	503100		105	
Fire Ops (Wildland) / PERA	1000173	503150		1,497	
Fire Ops (Wildland) / Retiree Health Care	1000173	503250		144	
Municipal Court / Salaries	1002700	500110		3,665	
Municipal Court / FICA	1002700	503100		281	
Municipal Court / PERA	1002700	503150		761	
Municipal Court / Retiree Health Care	1002700	503250		74	
Police Admin / Salaries	1000310	500110		4,554	
Police Admin / FICA	1000310	503100		346	
Police Admin / PERA	1000310	503150		944	
Police Admin / Retiree Health Care	1000310	503250		90	
				$ 32,044	$ -

JUSTIFICATION: *(use additional page if needed)*
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Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(149,862)
TOTAL:	**(149,862)**

Andy Hopkins — Prepared By *{print name}* — 10/19/2021 Date

N/A — Division Director Signature *{optional}* — Date

[see BAR p. 1 for signatures] — Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

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

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Airport / Salaries	5456050	500110		1,997	
Airport / FICA	5456050	503100		153	
Airport / PERA	5456050	503150		415	
Airport / Retiree Health Care	5456050	503250		40	
Facilities / Salaries	1000434	500110		18,451	
Facilities / FICA	1000434	503100		1,410	
Facilities / PERA	1000434	503150		3,839	
Facilities / Retiree Health Care	1000434	503250		367	
Municipal Recreation Complex / Salaries	5300271	500110		1,985	
Municipal Recreation Complex / FICA	5300271	503100		152	
Municipal Recreation Complex / PERA	5300271	503150		413	
Municipal Recreation Complex / Retiree Health Care	5300271	503250		40	
Parking / Salaries	5350452	500110		1,494	
Parking / FICA	5350452	503100		114	
Parking / PERA	5350452	503150		311	
Parking / Retiree Health Care	5350452	503250		30	
Parking / Salaries	5350453	500110		3,918	
Parking / FICA	5350453	503100		300	
Parking / PERA	5350453	503150		815	
Parking / Retiree Health Care	5350453	503250		78	
				$ 36,322	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(149,862)
TOTAL:	**(149,862)**

Andy Hopkins — Prepared By *{print name}* — 10/19/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Parking / Salaries	5350454	500110		1,494	
Parking / FICA	5350454	503100		114	
Parking / PERA	5350454	503150		311	
Parking / Retiree Health Care	5350454	503250		30	
Parking / Salaries	5350456	500110		2,657	
Parking / FICA	5350456	503100		203	
Parking / PERA	5350456	503150		553	
Parking / Retiree Health Care	5350456	503250		53	
Parks / Salaries	1004150	500110		21,583	
Parks / FICA	1004150	503100		1,651	
Parks / PERA	1004150	503150		4,489	
Parks / Retiree Health Care	1004150	503250		430	
Parks / Salaries	5154150	500110		1,037	
Parks / FICA	5154150	503100		79	
Parks / PERA	5154150	503150		216	
Parks / Retiree Health Care	5154150	503250		21	
Streets / Salaries	1000086	500110		834	
Streets / FICA	1000086	503100		64	
Streets / PERA	1000086	503150		173	
Streets / Retiree Health Care	1000086	503250		17	
				$ 36,009	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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100	(149,862)
TOTAL:	**(149,862)**

Andy Hopkins — Prepared By *{print name}* — 10/19/2021 Date

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CITY COUNCIL APPROVAL

City Council Approval Date

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[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Transit / Salaries	2330491	500110		1,494	
Transit / FICA	2330491	503100		114	
Transit / PERA	2330491	503150		311	
Transit / Retiree Health Care	2330491	503250		30	
Transit / Salaries	5400091	500110		1,032	
Transit / FICA	5400091	503100		79	
Transit / PERA	5400091	503150		215	
Transit / Retiree Health Care	5400091	503250		21	
Transit / Salaries	5400093	500110		1,494	
Transit / FICA	5400093	503100		114	
Transit / PERA	5400093	503150		311	
Transit / Retiree Health Care	5400093	503250		30	
Transit / Salaries	5400094	500110		1,803	
Transit / FICA	5400094	503100		138	
Transit / PERA	5400094	503150		375	
Transit / Retiree Health Care	5400094	503250		36	
GCCC / Salaries	5500261	500110		2,129	
GCCC / FICA	5500261	503100		163	
GCCC / PERA	5500261	503150		443	
GCCC / Retiree Health Care	5500261	503250		43	
				$ 10,375	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(149,862)
TOTAL:	**(149,862)**

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CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins	10/19/2021	*[see BAR p. 1 for signatures]*	
Prepared By *{print name}*	Date	Budget Officer	Date
N/A		*N/A*	
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
[see BAR p. 1 for signatures]		*N/A*	
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
GCCC / Salaries	5500263	500110		2,484	
GCCC / FICA	5500263	503100		190	
GCCC / PERA	5500263	503150		516	
GCCC / Retiree Health Care	5500263	503250		49	
GCCC / Salaries	5500265	500110		3,598	
GCCC / FICA	5500265	503100		275	
GCCC / PERA	5500265	503150		748	
GCCC / Retiree Health Care	5500265	503250		72	
Recreation / Salaries	1004200	500110		7,054	
Recreation / FICA	1004200	503100		539	
Recreation / PERA	1004200	503150		1,467	
Recreation / Retiree Health Care	1004200	503250		142	
Library (General Fund) / Operating Transfer to Southside Library	1000101	750251		1,743	
Seniors (General Fund) / Operating Transfer to Seniors (Special Revenue Fund)	1000111	750241		17,493	
Airport (General Fund) / Operating Transfer to Airport (Enterprise Fund)	1006050	750545		2,605	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Southside Library / Operating Transfer from Library (General Fund)	2510104	650100		(1,743)	
Senior Center Programs / Operating Transfer from Seniors (General Fund)	2410111	650100		(7,388)	
Senior Nutrition Programs / Operating Transfer from Seniors (General Fund)	2410114	650100		(10,105)	
Airport (Enterprise Fund) / Operating Transfer from Airport (General Fund)	5456050	650100		(2,605)	
				$ 17,134	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(149,862)
TOTAL:	**(149,862)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins	10/19/2021	*[see BAR p. 1 for signatures]*	
Prepared By *{print name}*	Date	Budget Officer	Date
N/A		*N/A*	
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
[see BAR p. 1 for signatures]		*N/A*	
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
MRC (General Fund) / Operating Transfer to MRC (Enterprise Fund)	1000272	750530		2,590	
Public Works Admin (General Fund) / Operating Transfer to Parking Enterprise Fund	1006001	750535		12,475	
Parks (General Fund) / Operating Transfer to Railyard Park (Enterprise Fund)	1004150	750515		1,353	
Public Works Admin (General Fund) / Operating Transfer to Transit (Transportation Grants Fund)	1006001	750233		1,949	
Public Works Admin (General Fund) / Operating Transfer to Transit Enterprise Fund	1006001	750540		5,648	
Recreation (General Fund) / Operating Transfer to GCCC (Enterprise Fund)	1004200	750550		10,710	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
MRC (Enterprise Fund) / Operating Transfer from MRC (General Fund)	5300271	650100		(2,590)	
Parking-Accounting (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350452	650100		(1,949)	
Parking-Enforcement (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350453	650100		(5,111)	
Parking-Collections (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350454	650100		(1,949)	
Parking-Maintenance (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350456	650100		(3,466)	
Railyard Park (Enterprise Fund) / Operating Transfer from Parks (General Fund)	5154150	650100		(1,353)	
Transit (Transportation Grants Fund) / Operating Transfer from Public Works Admin (General Fund)	2330491	650100		(1,949)	
Transit Admin (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400091	650100		(1,347)	
Transit Maintenance (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400093	650100		(1,949)	
Paratransit Operations (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400094	650100		(2,352)	
GCCC Admin (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500261	650100		(2,778)	
GCCC Center Ops (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500263	650100		(3,239)	
GCCC Ice Arena Ops (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500265	650100		(4,693)	
				$ -	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(149,862)
TOTAL:	**(149,862)**

Andy Hopkins — Prepared By *{print name}* — 10/19/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	10/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Fire Hazard Reduction / Salaries	2220183	500110		2,400	
Fire Hazard Reduction / FICA	2220183	503100		35	
Fire Hazard Reduction / PERA	2220183	503150		499	
Fire Hazard Reduction / Retiree Health Care	2220183	503250		48	
Fire Operations (General Fund) / Operating Transfer to Fire Hazard Reduction (Fire Environmental Svcs Fund)	1000171	750222		2,982	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Fire Hazard Reduction (Fire Environmental Svcs Fund) / Operating Transfer from Fire Operations (General Fund)	2220183	650100		(2,982)	
				$ 2,982	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(149,862)
TOTAL:	**(149,862)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins	10/19/2021	*[see BAR p. 1 for signatures]*	
Prepared By *{print name}*	Date	Budget Officer	Date
N/A		*N/A*	
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
[see BAR p. 1 for signatures]		*N/A*	
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

FIR No. 10355

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Personnel Wage Rules Waiver

Sponsor(s): Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Cassutt, Councilor Rivera, Councilor Garcia, Councilor Vigil Coppler, and Councilor Villarreal

Reviewing Department(s): Finance Department and Human Resources Department

Staff Completing FIR: Andy Hopkins Date: 10/15/2021 Phone: 505-955-6177

Reviewed by City Attorney: Erin McSherry Date: Oct 20, 2021

Reviewed by Finance Director: Mary McCoy Date: Oct 20, 2021

Summary:

Rule 15.10 of the City's Rules, Regulations, and Policies, allow for the Governing Body to "temporarily modify or waive" any of its Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the City." The resolution states that it would be reasonable, appropriate, lawful, and necessary to waive limitations in existing personnel rules governing the offering of salary increases in order to allow the City Manager to offer all City employees an hourly wage of at least fifteen dollars per hour. The resolution states that by the end of November 2021, the City Manager shall offer increases to the rate of pay up to fifteen dollars per hour for all City employees who do not currently make fifteen dollars per hour. Offering at least fifteen dollars per hour for all City of Santa Fe employees, including part-time, full-time, term, at-will, classified, probationary, and temporary employees, would allow all employees the opportunity to earn more than double the federal minimum wage; help ensure the City is competitive in the current job market in order to retain our current employees and attract new employees; and help ensure the City is staffed up to provide our community with the highest quality of services.

Departments Affected: Multiple Departments

Consequences of Not Enacting Legislation: Employees will continue to earn less than $15 per hour.

Conflict, Duplication, Companionship, or Relationship to Other Legislation: There is no conflict, duplication, companion or relation to any other legislation.

Performance and Administrative Implications: The City of Santa Fe Payroll Division and Human Resources Department will work together to ensure all HR actions to implement the $15 per hour wage is implemented for all impacted positions.

Fiscal Implications:

The fiscal impact of this change for the remainder of the current fiscal year, starting with the Pay Period on November 27th, totals $169,706 and the total full year cost is $294,157. The cost estimate includes increases to both salaries and salary-dependent benefits (such as employee retirement/PERA). Because some of these costs will be absorbed by vacancy savings within the affected areas, the net increase to the budget for the current fiscal year is $149,862.

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*	$169,706	$294,157	$294,157	Y	R	Multiple	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				
Total:	$169,706	$294,157	$294,157			Multiple	$758,020

* 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	$149,862	$259,761	$259,761	Y	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$19,844	$34,396	$34,396		Multiple
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$169,706	$294,157	$294,157		

Revenue Narrative:

Signature: Jarel LaPan Hill

Email: jlapanhill@ci.santa-fe.nm.us

Signature:

Email: bjsalazar@ci.santa-fe.nm.us

ACTION SHEET QUALITY OF LIFE MEETING OF 10/20/2021
ISSUE NO. 6c CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Cassutt, Councilor Rivera, Councilor Garcia, Councilor Vigil Coppler, and Councilor Villarreal) A Resolution Waiving the City Personnel Rule's Limitations on Salary Increases for the Purpose of Offering a Wage of at Least Fifteen Dollars Per Hour to All City Employees in November, 2021. **Committee Review:** Quality of Life Committee: 10/20/21 Public Works and Utilities Committee: 10/25/21 Governing Body: 10/27/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda o forward to 10/25/2021 Public Works and Utilities Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Trane US Inc. dba Trane
Procurement Title: Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project
Procurement Method: State Price Agreement ☒ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting TOURISM SANTA FE / Community Convention Center Staff Name Melanie Moore

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: _____

Melanie Moore	Operations Manager	10/18/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 21, 2021 14:09 MDT)	Chief Procurement Officer	Oct 21, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: October 19, 2021

TO: Governing Body
Finance Committee
Public Works Committee

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

FROM: Randy Randall, TOURISM Santa Fe Executive Director
Randy Randall (Oct 19, 2021 16:06 MDT)

ITEM AND ISSUE:
Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project; Request for approval of a Professional Goods and Services Agreement in total amount of $663,224.72 for a twelve (12) month term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099; Mark Fafard, Account Manager, msfafard@trane.com, (505)-884-2044.

BACKGROUND AND SUMMARY:
This project was previously approved by the Governing Body in March 2020, however the global onset of the COVID-19 pandemic resulted in a postponement of this project plan.

The Santa Fe Community Convention Center currently maintains four water-cooled air handler (IntelliPak) units on the rooftop which were installed in 2008. The original design specified water cooled units without providing a plumbing connection to the sewer drain for water exchange. Initially, the water was released to the storm drains which violated EPA standards and henceforth the process was terminated. As a result of not being able to exchange the water and remove solids inside the water cooling towers, the mineral buildup has deteriorated the rooftop air handler units and shortened their life span. Over the past thirteen (13) years without a proper way to change the water cycles on the recommended daily schedule, the corroded parts of the system have reduced the efficiency and compromised the reliability. Critical operating components for the current system are unreliable and no longer available. Replacing the current system with air-cooled IntelliPaks will reduce maintenance and repair, and decrease water use. The replacement air-cooled IntelliPaks are manufactured and maintained by Trane U.S. Inc. and will be purchased under the Government State Agreement. The Community Convention Center's HVAC System is currently under a Trane Tracer DDC Controls system which is also maintained and monitored by the local Trane U.S. Inc. office.

PROCUREMENT METHOD:
The amount needed to replace four (4) IntelliPaks is **$663,224.72.** The funding is currently available in Community Convention Center Capital Reserves and will be transferred to the Convention Center Equipment and Machinery NonExempt (5206600-570500).

The procurement method is the NM Statewide Price SPA 00-00000-20-00099 which expires on December 9, 2024.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203059.

FUNDING SOURCE:
Fund Name/Number: Convention Center/520
Munis Org Name/Number: Operations/5206600
Munis Object Name/Number: Equipment and Machinery NonExempt (570500)

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of this Air-Handler Replacement Project.

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000011132
Trane US Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113

Email: pete.hugenroth@tranetechnologies.com
Telephone No.: 888-290-5762

Price Agreement Number: **00-00000-20-00099**

Payment Terms: **See Contract**

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

Delivery: **See Contract**

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

Invoice:

As Requested

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

Term: **March 31, 2020 thru December 9, 2024**

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

Accepted for the State of New Mexico

Valerie Pacheco for

New Mexico State Purchasing Agent

Date: 03/30/2019

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor 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 six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://www.bewellnm.com/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

the location of Vendor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor 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 Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. 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
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its

employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Establish a Price Agreement based on GSA Contract # **47QSWA20D002A** for **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

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

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

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

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

State and local government catalogs are not acceptable.

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

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

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

Sample Reports can be found at: http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

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

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

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	**Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**	

***** 1 Item Total *****

MEMORANDUM

Date: October 19, 2021

To: **Trane U.S. Inc. (dba) Trane Technologies**

Attn: **Mark Fafard, Trane U.S. Inc.**

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

RE: GSA Contract **GSA 47QSWA20D002A/SPA 00-00000-20-00099, Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

The City of Santa Fe by mutual agreement between the City and **Trane U.S. Inc.** is willing to enter into a GSA price agreement based on the following requirements:

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

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

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

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

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

Mark Fafard / Service Sales
Print Name, Title

Signature

10/19/21

MFAFARD@TRANE.COM
Email Address

TRANE U.S. INC
Company Name
5501 SAN DIEGO NE
ABQ. NM. 87113

Item#_____
Munis Contract# 3203059

City of Santa Fe Contract
Santa Fe Community Convention Center Air Handler Replacement

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Trane U.S. Inc. dba Trane** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. NEW EQUIPMENT LIST

Equipment	Qty	Manufacturer	Existing Model Number	Serial Number	Asset Tag
IntelliPak 105-Ton	1	Trane	SLHKD114	TBD	AHU – 1
IntelliPak 60 -Ton	1	Trane	SLHF604	TBD	AHU – 2
IntelliPak 40 -Ton	1	Trane	SXHLF404	TBD	AHU – 3
IntelliPak 40 -Ton	1	Trane	SLHF404	TBD	AHU – 4

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

C. "You" and "your" refers to **Trane U.S. Inc. dba Trane**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Provide Labor and Material to remove existing rooftop IntelliPak units and install new Air Cooled IntelliPak units.

SERVICE FLOWS

1) Project Manager will review all project plans with Facilities Management including:
    a. Equipment demo/install safety plans
    b. Crane lift plans
    c. Sub-contractor (Mechanical & Electrical) safety plans
    d. Contingency plans
    e. Street block off plans

2) Disconnect Electrical per NEC Code and prepare existing IntelliPak units for removal
3) With Crane (Provided) remove existing units and transport out for proper disposal per EPA requirements
4) With Crane (Provided) Install new units to mount new AIR COOLED IntelliPak units
5) With Crane (Provided) Install new IntelliPak units
    a. AHU -1 and AHU – 2 will replaced with a single Crane lift from Federal Street
        i. Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
    b. AHU – 3 and AHU – 4 will be replaced with a single Crane lift from Marcy or Grant Street
        i. Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
6) Reconnect new Air Cooled IntelliPak units to existing Ducting
7) Reconnect Electrical and controls (Re-configure controls based on new equipment)
8) Programming and graphics
9) Perform Trane Certified Startup and ensure proper Operation
10) Compressor Only warranty years 2-5
11) One year installation including parts, refrigerant, and labor warranty

3. Compensation

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

GSA 47QSWA20D002A / 00-00000-20-00099					
Labor					
	Discipline	Labor Rate	# of Techs	Hours per Tech	Discipline Total
	HVAC Field Technician-Senior	$177.11	1	120	$ 21,253.20
	Project Engineer II – Controls	$275.40	1	20	$ 5,508.00
	Project Manager – Controls	$223.17	1	10	$ 2,231.70
	Controls Technician	$172.85	1	60	$ 10,371.00
	Project Manager – Contracts	$238.41	1	80	$ 19,072.80
	Electrician	$128.98	1	160	$ 20,636.80
	Laborer	$58.74	1	240	$ 14,097.60
	Mechanical Insulator	$58.74	1	16	$ 939.84
	Plumbers & Pipefitters	$127.53	1	240	$ 30,607.20
	Ironworker - Structural	$85.77	1	560	$ 48,031.20
	Sheet Metal Worker	$136.28	1	240	$ 32,707.20
	Welders – Building	$127.53	1	20	$ 2,550.60
	Discipline Total				$ 208,007.14

Materials				
Part #	Description	GSA Price	QTY	Total
383	IntelliPak (105 tons)	$ 157,019.00	1	$ 157,019.00
383	IntelliPak (60 tons)	$ 101,684.00	1	$ 101,684.00
383	IntelliPak (40 tons)	$ 84,711.00	2	$ 169,422.00
			Material Total	$ 428,125.00

Subtotal	$ 636,132.14
Bond	$ 9,541.98
Tax @ 8.4375% On Labor	$ 17,550.60
Total Price	$ 663,224.72

The total compensation under this Agreement shall not exceed $663,224.72 including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until

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

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2022. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any

other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1)

amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

E. If the Contractor fails to promptly re-perform the services or to take the

necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with

Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:

Randy Randall
TOURISM Santa Fe
PO Box 909
Santa Fe, New Mexico 87504
Phone: 505-955-6209

To the Contractor:

Mark Fafard, Account Manager
Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone: 505-884-2044
Service Phone: 505-341-7934

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

To the Contractor:

Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone 505-884-2044
Service Phone: 505-341-7934

42. **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.

43. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER
MAYOR

_____
Date:

CONTRACTOR:
Trane U.S. Inc. dba Trane

Karen M. Campbell
Karen M. Campbell
Sr. Contract Manager

10/20/21
Date:

CRS #01509460000
License #352815

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 18, 2021 09:07 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5206600/570500
Org.Name/Org.# AJH
AJH

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: THE TRANE COMPANY
DBA: THE TRANE COMPANY

Business Location: 5501 SAN DIEGO AVE NE
ALBUQUERQUE, NM 87113

CRS Number: 01509460000

Owner: MICHAEL LEMAC

License Number: 225513

License Type: Business License - Renewable

Issued Date: May 25, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: May 25, 2022

Fees Paid: $10.00

THE TRANE COMPANY
5501 SAN DIEGO AVE NE
ALBUQUERQUE, NM 87113

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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203059**

Contractor: **Trane US Inc. dba Trane**

Description: **Santa Fe Community Convention Center Air Handler (IntelliPak) Replacement Project**

Contract [◉] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **FY'22** Term End Date: **12/31/2022**

[ ] 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)
Request for approval of a Goods and Services Agreement with Trane U.S. Inc. dba Trane $663,224.72 for the Replacement of (4) Rooftop Air- Handler (IntelliPak) Units. This project was previously approved by the Governing Body in March 2020 but was postponed due to the global COVID-19 pandemic. The previous contract expired in December 2020, as such a new contract has been executed for this project.

3. Procurement History: **GSA 47QSWA20D0021 / SPA 00-00000-20-00099**

Fran Dunaway (Oct 21, 2021 14:09 MDT) Oct 21, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Utilizing SWPA/GSA as procurement method for issuance of contract. 12/31/2022 w/option to renew up to 4 years

4. Funding Source: **Santa Fe Community Convention Center** Org / Object: **Operations**

Andy Hopkins (Oct 21, 2021 12:02 MDT) Oct 21, 2021 **5206600-570500**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melanie K Moore** Phone # **505-955-6219**

Email: **mkmoore@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2021

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

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

PRODUCER
MARSH & MCLENNAN COMPANIES
1166 Avenue of the Americas
New York NY 10036
ATTN: 212-345-6000

CONTACT NAME: Kevin Mashavejian
PHONE (A/C, No, Ext): (212) 345 7115 FAX (A/C, No):
E-MAIL ADDRESS: Kevin.Mashavejian@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA	19445
COMPANY B: Travelers Indemnity Co of America	25666
COMPANY C: Travelers Property Casualty Co of Amer	25674

INSURED
Trane U.S. Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113
United States

COVERAGES **CERTIFICATE NUMBER:** 593362 **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			GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE	$7,500,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000.00
	X Contractual Liability						MED EXP (Any one person)	$10,000.00
	X Time Element Pollution Liability						PERSONAL & ADV INJURY	$7,500,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$7,500,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$7,500,000.00
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA 6890217 (AOS)	4/17/2021	4/17/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000.00
A	X ANY AUTO			CA 7030880 (VA)	4/17/2021	4/17/2022	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 7030879 (MA)	4/17/2021	4/17/2022	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	PHYSICAL DAMAGE/SELF			APD - Self Insured				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							$
B	WORKERS COMPENSATION			UB-8M35413A-21-51-K (AOS)	4/17/2021	4/17/2022	X PER STATUTE OTH-ER	
B	AND EMPLOYERS' LIABILITY Y/N			UB-9L048059-21-51-D (MN)	4/17/2021	4/17/2022		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		UB-8M370386-21-51-R (AZ,MA,OR,WI)	4/17/2021	4/17/2022	E.L. EACH ACCIDENT	$3,000,000.00
C	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			TWXJ-UB-7434L45A-21 (OH)	4/17/2021	4/17/2022	E.L. DISEASE - EA EMPLOYEE	$3,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER

Santa Fe Community Convention Center
201 West Marcy St.
Santa Fe, NM 87501
United States

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
Marsh USA, Inc.
BY: Kevin Mashavejian

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Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone: (505) 884-2044
Service Contact: (505) 341-7934

October 14, 2021

Melanie Moore
Director of Facilities
Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501 U.S.A.

Site Address:
Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501
United States

PROJECT NAME: Santa Fe Convention Center IntelliPak Replacement
GSA 47QSWA20D002A /SPA 00-00000-20-00099

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

NEW EQUIPMENT LIST

Equipment	Qty	Manufacturer	Existing Model Number	Serial Number	Asset Tag
IntelliPak 105-Ton	1	Trane	SLHKD114	TBD	AHU – 1
IntelliPak 60 -Ton	1	Trane	SLHF604	TBD	AHU – 2
IntelliPak 40 -Ton	1	Trane	SXHLF404	TBD	AHU – 3
IntelliPak 40 -Ton	1	Trane	SLHF404	TBD	AHU – 4

SCOPE OF SERVICE

Provide Labor and Material to remove existing IntelliPak units and install new Air Cooled IntelliPak units.

SERVICE FLOWS

- Project Manager will review all project plans with Facilities Management including:
  - Equipment demo/install safety plans
  - Crane lift plans
  - Sub-contractor (Mechanical & Electrical) safety plans
  - Contingency plans
  - Street block off plans
- Disconnect Electrical per NEC Code and prepare existing IntelliPak units for removal
- With Crane (Provided) remove existing units and transport out for proper disposal per EPA requirements
- With Crane (Provided) Install new units to mount new AIR COOLED IntelliPak units
- With Crane (Provided) Install new IntelliPak units
  - AHU -1 and AHU – 2 will replaced with a single Crane lift from Federal Street
    - Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
  - AHU – 3 and AHU – 4 will be replaced with a single Crane lift from Marcy or Grant Street
    - Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
- Reconnect new Air Cooled IntelliPak units to existing Ducting
- Reconnect Electrical and controls (Re-configure controls based on new equipment)
- Programming and graphics
- Perform Trane Certified Startup and ensure proper Operation
- Compressor Only warranty years 2-5
- One year installation including parts, refrigerant, and labor warranty

PRICING AND ACCEPTANCE

GSA 47QSWA20D002A / 00-00000-20-00099					
Labor					
	Discipline	Labor Rate	# of Techs	Hours per Tech	Discipline Total
	HVAC Field Technician-Senior	$177.11	1	120	$ 21,253.20
	Project Engineer II – Controls	$275.40	1	20	$ 5,508.00
	Project Manager – Controls	$223.17	1	10	$ 2,231.70
	Controls Technician	$172.85	1	60	$ 10,371.00
	Project Manager – Contracts	$238.41	1	80	$ 19,072.80
	Electrician	$128.98	1	160	$ 20,636.80
	Laborer	$58.74	1	240	$ 14,097.60
	Mechanical Insulator	$58.74	1	16	$ 939.84
	Plumbers & Pipefitters	$127.53	1	240	$ 30,607.20
	Ironworker - Structural	$85.77	1	560	$ 48,031.20
	Sheet Metal Worker	$136.28	1	240	$ 32,707.20
	Welders – Building	$127.53	1	20	$ 2,550.60
	Discipline Total				$ 208,007.14
	Materials				
Part #	Description		GSA Price	QTY	Total
383	IntelliPak (105 tons)		$ 157,019.00	1	$ 157,019.00
383	IntelliPak (60 tons)		$ 101,684.00	1	$ 101,684.00
383	IntelliPak (40 tons)		$ 84,711.00	2	$ 169,422.00
				Material Total	$ 428,125.00
			Subtotal		$ 636,132.14
			Bond		$ 9,541.98
			Tax @ 8.4375% On Labor		$ 17,550.60
			Total Price		**$ 663,224.72**

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from the date listed above

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Mark S Fafard
Account Manager - Services
Cell: (505) 681-1899

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

_____
Title

_____
Purchase Order

_____
Acceptance Date

Trane's License Number: 352815



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



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

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

DEPARTMENT / DIVISION NAME	DATE
Tourism Santa Fe / Community Convention Center	10/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Equipment and Machinery - Non Exempt	5206600	570500		663,225	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 663,225	$ -

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

The contract shall provide labor and material to remove existing rooftop InteliPak units and install and update to new Air Cooled IntelliPak Unit. Funding will come from CCC Capital Reserves.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
520	(663,225)
TOTAL:	**(663,225)**

Valerie Romero — Prepared By *{print name}* — 10/20/2021 — Date

Melanie Moore (Oct 21, 2021 09:27 MDT) — Oct 21, 2021 — Date

Division Director Signature *{optional}*

Randy Randall (Oct 21, 2021 08:28 MDT) — Oct 21, 2021 — Date

Department Director Signature

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins (Oct 21, 2021 09:25 MDT) — Oct 21, 2021 — Budget Officer — Date

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

N/A — City Manager *{≤ $60,000}* — Date

SFCCC Air_Handler Replacement Project - BAR

Final Audit Report 2021-10-21

Created:	2021-10-21
By:	Valerie Romero (veromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACVG0emyWWLKhhu_diYihFwKBZj98WS_f

"SFCCC Air_Handler Replacement Project - BAR" History

Document created by Valerie Romero (veromero@ci.santa-fe.nm.us)
2021-10-21 - 2:22:43 PM GMT

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2021-10-21 - 2:26:24 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2021-10-21 - 2:28:29 PM GMT

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2021-10-21 - 2:28:46 PM GMT - Time Source: server

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2021-10-21 - 2:28:47 PM GMT

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2021-10-21 - 3:21:25 PM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-10-21 - 3:25:03 PM GMT - Time Source: server

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2021-10-21 - 3:25:04 PM GMT

Email viewed by Melanie Moore (mkmoore@santafenm.gov)
2021-10-21 - 3:27:09 PM GMT

Document e-signed by Melanie Moore (mkmoore@santafenm.gov)
Signature Date: 2021-10-21 - 3:27:39 PM GMT - Time Source: server

Agreement completed.
2021-10-21 - 3:27:39 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico
Memorandum

Date: October 24, 2021

To: Public Works and Utilities Committee and Governing Body

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Alan G. Hook, Water Resources Coordinator AH

RE: Resolution Directing the City Manager to Identify and Apply for Federal and State Funding Sources for Water, Wastewater, and Other Water Related Projects.

BACKGROUND:

This Resolution would authorize the Public Utilities staff to research, identify and apply for potential Federal and State funding sources for water, wastewater and other water related projects. Specific agreements for such projects will be brought back through committee review and approval by the Governing Body. With the FY 2022 Water Trust Fund application successfully submitted for $1.5 million toward the Nichols DamRepair Project (ICIP ID 33721), the City of Santa Fe must have an approved resolutionbefore the November 5, 2021 deadline in order to receive state funding. Without this resolution, the City of Santa Fe Public Utilities Department cannot receive Water TrustBoard funding in FY 2022.

ACTION REQUESTED:

Please review and if acceptable forward the Resolution 2021-_ and the Fiscal Impact Report (FIR) to Public Utilities Committee and City Council for approval. The attached FIR determined that this Resolution will have a minimal fiscal impact.

If you have any questions please contact me at 955-4205.

ATTACHMENTS:

Resolution
Exhibit A – 2023-2027 ICIP Project Summary List
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Roman "Tiger" Abeyta

Councilor Carol Romero-Wirth

A RESOLUTION

DIRECTING THE CITY MANAGER TO IDENTIFY AND APPLY FOR FEDERAL AND STATE FUNDING SOURCES FOR WATER, WASTEWATER, AND OTHER WATER RELATED PROJECTS.

WHEREAS, many state and federal programs require documentation of Governing Body support for public utilities projects; and

WHEREAS, additionally, the New Mexico Finance Authority Water Trust Board requires the Governing Body's adoption, or expected adoption, of a Resolution authorizing the submission of an application to the Water Trust Board; and

WHEREAS, municipal water systems and wastewater systems must make significant investments to install, upgrade, or replace infrastructure; and

WHEREAS, adequate water and wastewater facilities, in addition to protecting public and environmental health, enable communities to grow and attract businesses; and

WHEREAS, through the adoption of the City's 2023-2027 ICIP list (Resolution No. 2021-53), the Governing Body established certain water project priorities for consideration by the fifty-fifth

legislature, second session, 2022; and

WHEREAS, there is an ongoing need for the City of Santa Fe to obtain funding for water and wastewater projects.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager is directed to:

1. Identify, by way of example and not limitations, water, wastewater, water conservation, water treatment, water recycling, water reuse, water storage, water conveyance, water delivery, flood prevention, watershed restoration, watershed management, and other similar projects ("Projects") priorities and research and identify potential federal and state funding sources for such projects.

2. Apply for funding and bring specific agreements for such Projects for approval by the Governing Body.

3. Identify a state legislative priority list of Projects for presentation to the City's Public Works and Utilities Committee and Governing Body.

4. Submit an application to the New Mexico Water Trust Board, in compliance with New Mexico Water Trust Board policy, for financial assistance from the New Mexico Water Project Fund for all project types eligible for consideration, including but not limited to:

a. Water storage, conveyance and delivery projects;

b. Watershed restoration and management projects;

c. Endangered species act (ESA) collaborative projects;

d. Flood prevention projects; and

e. Water conservation, treatment, recycling, and reuse projects.

BE IT FURTHER RESOLVED that the 2023 – 2027 ICIP list is attached as Exhibit A.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2021.

_____

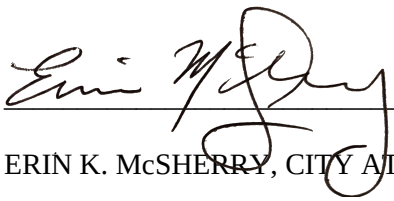
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021Resolutions/Water Funding Sources

Infrastructure Capital Improvement Plan FY 2023-2027

Santa Fe

Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
32333	2023	001	Airport Terminal Expansion Construction	Transportation - Airports	10,500,000	11,000,000	0	0	0	0	21,500,000	11,000,000	No
23272	2023	002	Southwest Activity Node Park (SWAN)	Facilities - Other	499,000	3,500,000	0	0	0	0	3,999,000	3,500,000	Yes
36137	2023	003	Midtown Infrastructure Developments	Other - Utilities (publicly owned)	2,100,000	200,000	2,800,000	2,800,000	2,800,000	1,400,000	12,100,000	10,000,000	Yes
36178	2023	004	Santa Fe Median Beautification Phase I	Transportation - Medians	0	325,000	1,275,000	1,400,000	0	0	3,000,000	3,000,000	No
36136	2023	005	New Central Library Design	Facilities - Libraries	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
37521	2023	006	New Fire Station #2	Facilities - Fire Facilities	620,000	8,630,000	750,000	0	0	0	10,000,000	9,380,000	Yes
38547	2023	007	South Capital Area Road Reconstruction	Transportation - Highways/Roads/Bridges	0	250,000	1,250,000	0	0	0	1,500,000	1,500,000	Yes
34529	2023	008	Southside Library Community Plaza	Facilities - Libraries	0	650,000	850,000	0	0	0	1,500,000	1,500,000	No
33678	2023	009	Transit Fixed Route Vehicle Replacement	Equipment - Other	0	1,750,000	1,750,000	1,750,000	0	0	5,250,000	5,250,000	Yes
32339	2023	010	Broadband Infrastructure Underserved Neighborhoods	Other - Other	500,000	500,000	500,000	0	0	0	1,500,000	1,000,000	Yes
34689	2023	011	Harrison Road Sidewalk & Lighting Improvements	Transportation - Bike/Pedestrian/Equestrian	400,000	264,005	0	0	0	0	664,005	264,005	Yes
13943	2023	012	Traffic Signals Comm. Design & Install	Transportation - Highways/Roads/Bridges	0	500,000	0	0	0	0	500,000	500,000	No
32383	2023	013	Acequia Trail Extension	Transportation - Bike/Pedestrian/Equestrian	413,000	1,500,000	0	0	0	0	1,913,000	1,500,000	Yes
33684	2023	014	Cerrillos - Sandoval Intersection Improvements	Transportation - Highways/Roads/Bridges	0	300,000	0	1,700,000	0	0	2,000,000	2,000,000	Yes

29762	2023	015	Calle Po Ae Pi Extension	Transportation - Highways/Roads/Bridges	0	500,000	0	1,000,000	0	0	1,500,000	1,500,000	Yes
33692	2023	016	Delgado St - SF River Bridge Replacement	Transportation - Highways/Roads/Bridges	0	400,000	0	1,600,000	0	0	2,000,000	2,000,000	Yes
34757	2023	017	Agua Fria / South Meadows Improvements	Transportation - Highways/Roads/Bridges	1,351,769	1,700,000	0	0	0	0	3,051,769	1,700,000	Yes
33698	2023	018	Paseo de Peralta - SF River Bridge Rehab	Transportation - Highways/Roads/Bridges	0	500,000	0	2,000,000	0	0	2,500,000	2,500,000	Yes
36163	2023	019	Bicycle & Pedestrian Wayfinding System	Transportation - Bike/Pedestrian/Equestrian	26,929	323,071	0	0	0	0	350,000	323,071	Yes
36164	2023	020	Henry Lynch Reconstruction	Transportation - Highways/Roads/Bridges	450,000	2,620,000	0	0	0	0	3,070,000	2,620,000	Yes
36168	2023	021	Cerro Gordo Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	5,000,000	0	0	6,000,000	6,000,000	Yes
29993	2023	022	West Alameda St. Drainage	Transportation - Highways/Roads/Bridges	50,000	1,800,000	0	7,500,000	0	0	9,350,000	9,300,000	Yes
37525	2023	023	Tierra Contenta Trail Improvements	Facilities - Administrative Facilities	726,438	1,000,000	0	0	0	0	1,726,438	1,000,000	Yes
37526	2023	024	Governor Miles Reconstruction	Facilities - Administrative Facilities	0	750,000	0	2,000,000	0	0	2,750,000	2,750,000	Yes
37528	2023	025	St.Mikes Rail Trail Underpass Project	Transportation - Bike/Pedestrian/Equestrian	4,984,999	3,015,001	0	0	0	0	8,000,000	3,015,001	Yes
38549	2023	026	Arroyo De Los Chamisos Crossing	Transportation - Highways/Roads/Bridges	5,400,000	1,300,000	5,100,000	0	0	0	11,800,000	6,400,000	Yes
38550	2023	027	St. Michael's Drive Reconstruction	Transportation - Highways/Roads/Bridges	0	3,000,000	0	0	20,000,000	0	23,000,000	23,000,000	Yes
38552	2023	028	San Felipe Pedestrian and Bicycle Improvements	Transportation - Bike/Pedestrian/Equestrian	0	400,000	0	1,200,000	0	0	1,600,000	1,600,000	No
38553	2023	029	Santa Fe River Trail Extension & River	Transportation -	68,000	1,100,000	0	6,900,000	0	0	8,068,000	8,000,000	Yes

			Restoration	Bike/Pedestrian/Equestrian									
38554	2023	030	Bishop's Lodge Road Reconstruction	Transportation - Highways/Roads/Bridges	800,000	5,200,000	0	0	0	0	6,000,000	5,200,000	Yes
38555	2023	031	Rufina St & Lopez Lane Intersection Improvements	Transportation - Highways/Roads/Bridges	0	500,000	0	2,000,000	0	0	2,500,000	2,500,000	Yes
39165	2023	032	Pacheco Street Bicycle & Pedestrian Improvements	Transportation - Bike/Pedestrian/Equestrian	300,000	700,000	0	0	0	0	1,000,000	700,000	Yes
39326	2023	033	Cerrillos Phase III Ped and Bike Improvements	Transportation - Bike/Pedestrian/Equestrian	0	200,000	2,250,000	2,550,000	0	0	5,000,000	5,000,000	Yes
36503	2023	034	New City Services Center	Facilities - Administrative Facilities	0	200,000	3,800,000	61,000,000	0	0	65,000,000	65,000,000	Yes
34524	2023	035	Main Library Improvements	Facilities - Libraries	0	300,000	3,000,000	100,000	0	0	3,400,000	3,400,000	No
36159	2023	036	Fire Station 3,5,6 & 9 Facility Renovations	Facilities - Fire Facilities	25,000	220,000	2,475,000	65,000	0	0	2,785,000	2,760,000	No
39329	2023	037	Midtown Historic & Cultural Significant Renovation	Facilities - Cultural Facilities	0	500,000	3,500,000	3,000,000	3,000,000	0	10,000,000	10,000,000	Yes
25230	2023	038	New Regional Fire Training Facility Study	Facilities - Fire Facilities	0	1,620,000	13,380,000	3,000,000	0	0	18,000,000	18,000,000	No
22928	2023	039	Fire Station 1 Remodel/Expansion	Facilities - Fire Facilities	0	6,700,000	610,000	0	0	0	7,310,000	7,310,000	No
37529	2023	040	Railyard Park Irrigation System Upgrades	Facilities - Other	0	100,000	150,000	0	0	0	250,000	250,000	Yes
36170	2023	041	Municipal Court Improvements	Facilities - Administrative Facilities	0	480,000	1,525,000	0	0	0	2,005,000	2,005,000	Yes
34780	2023	042	New Entrance Road Regional Airport	Transportation - Highways/Roads/Bridges	0	1,000,000	0	8,000,000	0	0	9,000,000	9,000,000	Yes
34530	2023	043	Trenchless Rehabilitation of Existing Sewer Lines	Water - Wastewater	0	2,000,000	0	2,000,000	0	2,000,000	6,000,000	6,000,000	Yes
32399	2023	044	Replacement of Return Activated Sludge	Water - Wastewater	0	180,000	1,675,000	0	0	0	1,855,000	1,855,000	Yes

			Pumps										
37155	2023	045	MRC Irrigation System Upgrades	Water - Storm/Surface Water Control	0	100,000	650,000	750,000	0	0	1,500,000	1,500,000	Yes
32424	2023	046	Security for Water Source and Storage Sites	Water - Water Supply	0	270,782	270,782	270,782	270,782	270,782	1,353,910	1,353,910	Yes
37523	2023	047	Pressure Release Valve SCADA Implementation	Water - Other	0	150,000	150,000	150,000	150,000	150,000	750,000	750,000	Yes
37524	2023	048	Priority Line Replacements	Water - Water Supply	0	800,000	800,000	800,000	800,000	800,000	4,000,000	4,000,000	Yes
32418	2023	049	Additional Filters for Tertiary Treatment	Water - Wastewater	0	200,000	2,300,000	0	0	0	2,500,000	2,500,000	Yes
33721	2023	050	Nichols Outlet Rehabilitiation	Water - Water Supply	1,800,000	10,500,000	0	0	0	0	12,300,000	10,500,000	No
37157	2023	051	Electric Vehicle Charging Stations	Facilities - Administrative Facilities	0	130,000	0	0	0	0	130,000	130,000	No
34519	2023	052	McClure Dam Outlet Rehabilitation	Water - Water Supply	0	1,500,000	13,500,000	0	0	0	15,000,000	15,000,000	No
39115	2023	053	Canyon Road Water Treatment Plant	Water - Water Supply	1,000,000	8,850,000	4,000,000	0	0	0	13,850,000	12,850,000	Yes
39331	2023	054	Canyon Road Water Chemical Feed Upgrades	Water - Water Supply	0	500,000	3,000,000	0	0	0	3,500,000	3,500,000	No
39332	2023	055	San Juan Chama Pipeline Project	Water - Water Supply	0	2,000,000	10,000,000	10,000,000	0	0	22,000,000	22,000,000	No
32419	2024	001	Chemical Storage and Feed System Rehabilitation	Water - Wastewater	0	0	150,000	575,000	0	0	725,000	725,000	Yes
32415	2026	001	Existing Digester Rehabilitation	Water - Wastewater	0	0	0	0	250,000	2,050,000	2,300,000	2,300,000	Yes

Number of projects: 57

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	32,015,136	95,677,856	81,460,784	129,110,784	27,270,782	6,670,782	372,206,080	340,190,976

FIR No. 10353

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Water Funding Sources

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Utilities

Staff Completing FIR: Alan G. Hook Date: 10/15/2021 Phone: (505) 955-4205

Reviewed by City Attorney: Eric M. Date: Oct 25, 2021

Reviewed by Finance Director: Mary McCoy Date: Oct 25, 2021

Summary:
The proposed Resolution directs the City Manager to identify and apply for federal and state funding sources for water, wastewater, and other water related projects. Furthermore, the FY 2022 Water Trust Board application for $1.5 million toward the repair of Nichols Dam requires a Resolution be approved and submitted prior to November 5, 2021.

Departments Affected:
Public Utilities.

Consequences of Not Enacting Legislation:
The City will not apply for state, federal, or other funding sources for water-related projects, thus impacting potential revenue savings to the City over the long-term. Without passage of this Resolution, the FY 2022 Water Trust Board application for $1.5 million toward the repair of Nichols Dam would be jeopardized.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Without passage of this Resolution, staff would not have clear direction to identify and apply for federal and state funding sources for water, wastewater, and other water related projects as alternative funding sources to the existing CIP budget.

Fiscal Implications:
The Personnel & Benefits cost for the submission of the FY2022 Water Trust Board (WTB) Application is $3,356.29 with approval of this resolution. See "Expenditure Narrative" below. Future Personnel & Benefit expenditures for the FY2022 WTB funding will be accounted for with the Governing Body approval of the WTB funding agreement. Furthermore, potential staff time expenditures or professional services expenditures for other funding sources is dependent upon the source of funding's rules and requirements.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$3,356.29	$	$	N	NR	505	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$3,356.29	$	$				$ 3,356.29

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

Expenditure Narrative:

The Personnel & Benefits cost is for the submission of the FY2022 Water Trust Board Application for $1.5 million toward the Nichols Dam Repair Project: 40 hours for the Public Utilities Water Resources Coordinator and 20 hours for the Water Engineering Supervisor. Potential staff time costs or professional services costs for other funding sources is dependent upon the source of funding's rules and requirements. This amount is included in the City's budget for this purpose. Furthermore, expenditures and revenue will be determined when funding agreements need to be approved through the committee and Governing Body approval process prior to accepting financial assistance.

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 are no revenues related to this Resolution at this time. Revenue will be determined when funding agreements go through the committee and Governing Body approval process.

Signature: Alan Hook

Email: aghook@ci.santa-fe.nm.us

Signature: Shannon Jones

Email: swjones@ci.santa-fe.nm.us

Signature: 

Email: jdroach@ci.santa-fe.nm.us

City of Santa Fe, New Mexico

memo

Date: October 13, 2021

To: Public Utilities Committee, Finance Committee & Governing Body

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Jonathan Montoya, Source of Supply Operations Manager JM

Re: Approval of BAR and reclassification.

BACKGROUND AND JUSTIFICATION

As part of a comprehensive Water Operator staffing strategy, the Water Division's Source of Supply Section (SoS) is requesting that the vacant position #230034 *(Meter reader)* in the Utility Customer Service Division be transferred with its budget to the Water Division, Source of Supply section and reclassified to Water Operator Advanced. The current hourly salary for the Meter Reader Position would be increased from $17.36/hr. to the target salary of $28.39/hr., commensurate with responsibilities and in alignment with one other employees at SoS in the same classification. The transfer of and reclassification of this position will require a total reoccurring salary and benefits amount of $88,910 annually. Because this position is being moved from one Division to another, the transfer of and reclassification of this position will require an increase to total reoccurring salary and benefits paid by Water Division in the amount of $88,910 annually.

Additionally, SOS would like to reclassify one Water Operator Entry to Water Operator Advanced at a purposed target salary of $28.39/hr. which is commensurate with key responsibilities of this position and in alignment with others currently in this classification. Currently position #230084 is funded at a rate of $17.68/hr. Because this position is already partly funded within the Water Division, this reclassification will require a total salary and benefits increase in the amount of $42,788 in FY 2022. The reclassification of this position will require total reoccurring salary and benefits increase in the amount of $88,910 annually.

These changes, will increase the number of Water Operator Advanced positions at Canyon Road Water Treatment Plant from one to three and provide overdue support to four Water Operator Lead positions are now possible due to steady and systematic staffing of lower level Water Operator positions over the past two years. These changes are key as SOS is migrating to an updated staffing structure that will allow for growth and development of our water operators as well as maintain adequate coverage at various levels in our operation. Coverage at every level is vital to our operation and key in our ability to remain in compliance with state and federal rules for water systems.

ACTION REQUESTED

- Reclassify and Transfer position Munis #230034 *Meter reader to Water Operator Advanced* (Range 10) at a targeted salary of $28.39/hr.
- Reclassify position Munis #230084 *Water Operator Entry* (Range 3) *to Water Operator Advanced* (Range 10) at a targeted salary of $28.39/hr.
- Approval of accompanying BAR from Water Division Cash Balance to fund positions #230034 in the amount of $88,910 and Position #230084 in the amount of $42,788.

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD	10/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Salaries	5110352	500110			36,107
FICA	5110352	503100			2,763
PERA	5110352	503150			7,506
HEALTH / LIFE	5110352	503200			11,420
RHC	5110352	503250			723
DENTAL	5110352	503400			466
Salaries	5050385	503400		82,742	
FICA	5050385	503400		6,330	
PERA	5050385	503400		17,200	
HEALTH / LIFE	5050385	503400		22,839	
RHC	5050385	503400		1,655	
DENTAL	5050385	503400		932	
				131,698	58,985
REVENUES				{enter as negative #}	{enter as positive #}
--Attach supporting documentation/memo				$ 131,698	$ 58,985

Transfer of Position and budget amount from UCS Division to Water Division. Total new budget to increase from Water Enterprise Cash Balance for Position #230034 Meter Reader to a Water Operator Advanced for a total of $88,910. Additionally, increase from Water Cash Bal. for reclassification of Position # 230084 WO Entry $17.68/hour to WO Advanced $28.39/hour for a difference total of $42,788

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(131,698)
511	58,985
TOTAL:	

Maya Martinez 10/12/2021
Prepared By {print name} Date

Andy Hopkins 10/19/21
Andy Hopkins (Oct 19, 2021 16:15 MDT)
Budget Officer Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature {optional} Date

Shannon Jones (Oct 19, 2021 12:27 MDT) 10/19/21
Department Director Signature Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

				split pos		manual changes	replaced #N/A (error) with zero				Adj for PT			500110	503100	503150	503250	503400	503200	
Fund	Munis Pos #	Org #	Dept	Div	Emp #	Employee Name	Job Class Desc	Group/BU Desc	Pos Count	FTE Count	Hours/ Year	Range	New Hourly Rate	New Annual Salary	FICA/ Medicare Calc	PERA Total	RHC Calc	Dental Calc	Med + Life Total	Sal + Ben
511	230034	5110352	PU	UCS		VACANT/FUNDED	METER READER	AFSCME	1.00	1.00	2080	3	17.3590	36,107	2,762	7,506	722	466	11,420	58,982.00
							WATER OPERATOR ADVANCED	AFSCME	1.00	1.00	2080	10	28.3900	59,051	4,517	12,275	1,181	466	11,420	88,910
													(11.0310)	(22,944)	(1,755)	(4,770)	(459)	-	-	(29,928)
505	230084	5050385	PU	WTR		VACANT/FUNDED	WATER OPERATOR ENTRY	AFSCME	1.00	1.00	2080	3	17.0000	35,360	2,705	7,350	707	-	-	46,123
							WATER OPERATOR ADVANCED	AFSCME	1.00	1.00	2080	10	28.3900	59,051	4,517	12,275	1,181	466	11,420	88,910
													(11.3900)	(23,691)	(1,812)	(4,925)	(474)	(466)	(11,420)	(42,788)
													BAR	82,742	6,330	17,200	1,655	931	22,839	131,698

Signature:

Email: jmmontoya@santafenm.gov

Signature: Jonathan Montoya
Jonathan Montoya (Oct 19, 2021 10:27 MDT)

Email: jmmontoya@santafenm.gov